



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: COOK'S DIRECT, INC. 27725 DIEHL ROAD WARRENVILLE, ILLINOIS 60555	DATE ISSUED: 8/1/2023 CONTRACT NO: 24-DES-R-271 CONTRACT TITLE: COMMERCIAL KITCHEN EQUIPMENT
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DES-R-271 including any attachments or amendments thereto.

EFFECTIVE DATE: 8/1/2023
EXPIRES: 8/3/2026
RENEWALS: ONE RENEWAL REMAINING
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-DES-R-271
EXHIBIT A – SOURCEWELL CONTRACT 063022

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> TERI TECLAW	<u>VENDOR TEL. NO.:</u> (630) 821-0250
<u>EMAIL ADDRESS:</u> TTECLAW@COOKSDIRECT.COM	
<u>COUNTY CONTACT:</u> ANGELA TOLER (DES-FD&C)	<u>COUNTY TEL. NO.:</u> (703) 228-0586
<u>COUNTY CONTACT EMAIL:</u> ATOLER@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander	Procurement Officer	8/1/2023
Title		Date



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-DES-R-271

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Cook's Direct Inc. ("Contractor"), an Illinois corporation with a place of business at 27725 Diehl Road, Warrenville, Illinois 60555 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A Sourcewell Contract 063022-COK, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Sourcewell and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Sourcewell. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than August 3, 2026 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the Sourcewell renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for one (1) one-year renewal periods from August 4, 2026, to August 3, 2027 ("Subsequent Contract Term"). However, if the Sourcewell does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County’s Project Officer its W-9 Form, which will include its Federal Employer Identification Number (“FEIN”) or Social Security Number (“SSN”), whichever is applicable, before the County can process payment to the Contractor under the Contract.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish commercial Kitchen Equipment.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Teri Teclaw
Cook's Direct, Inc.
27725 Diehl Road
Warrenville, Illinois 60555
Email: tteclaw@cooksdirect.com
Phone: (630) 821-0250

TO THE COUNTY:

Angela Toler, Project Officer
Arlington County Government
1400 N Uhle Street
Arlington, Virginia 22201
Email: atoler@arlingtonva.us
Phone: (703) 228-0586

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500

Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

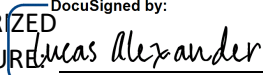
11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

COOKS DIRECT, INC.

DocuSigned by:
AUTHORIZED SIGNATURE: 
5D2342428F9D4B4...
NAME: Lucas Alexander
TITLE: Procurement Officer
DATE: 8/1/2023

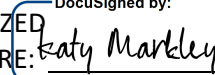
DocuSigned by:
AUTHORIZED SIGNATURE: 
49AE10408F4D485...
NAME: Katy Markley
TITLE: Inside Sales Operations Manager
DATE: 7/28/2023

EXHIBIT A

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cook's Direct Inc., 27725 Diehl Road, Warrenville, IL 60555 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

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

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Cook's Direct Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2022 | 12:56 PM CDT

DocuSigned by:
Teri Teclaw
By: 414DC065542E414...
Teri Teclaw
Title: Contracts Manager
Date: 8/24/2022 | 2:22 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/24/2022 | 2:48 PM CDT

RFP 063022 - Commercial Kitchen Equipment with Related Supplies and Services

Vendor Details

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

Submission Details

Created On: Tuesday June 21, 2022 21:38:03
Submitted On: Wednesday June 29, 2022 12:42:33
Submitted By: Teri Teclaw
Email: tteclaw@cooksdirect.com
Transaction #: b77ae12d-2c07-46c3-b01f-d2e9d6c33503
Submitter's IP Address: 96.84.107.33

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Cook's Direct Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Cook's Correctional Kitchen Equipment
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code:1UYMS Federal ID: 36-4131384
5	Proposer Physical Address:	27725 Diehl Road, Warrenville, IL 60555
6	Proposer website address (or addresses):	www.cooksdirect.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Teri Teclaw, Contracts Manager 27725 Diehl Road, Warrenville IL 60555 Email: tteclaw@cooksdirect.com Phone: 800-956-5571 Ext 127 OR 630-821-0250
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Teri Teclaw, Contracts Manager 27725 Diehl Road, Warrenville IL 60555 Email: tteclaw@cooksdirect.com Phone: 800-956-5571 Ext 127 OR 630-821-0250
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	See Attachment

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	See Attachment
11	What are your company's expectations in the event of an award?	See Attachment
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See Attachment
13	What is your US market share for the solutions that you are proposing?	US Market share of 25% in Government/Corrections Sector
14	What is your Canadian market share for the solutions that you are proposing?	0%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Our company has never petitioned for bankruptcy
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	See Attachment
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	See Attachment
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarments

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Good Design Award 2021: MyGo Containers Sustainability Award Supply and Equipment Food Alliance: 2020 High Achiever Award
20	What percentage of your sales are to the governmental sector in the past three years	35% of total Cook's Sales during last 3 Years
21	What percentage of your sales are to the education sector in the past three years	5% of total Cook's Sales during last 3 Years
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	See Attached
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cook's does not hold any GSA contracts

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
SCI Coal Township DOC 1 Kelley Drive Coal Township, PA 17866	Rob Kelley Correctional Food Service Manager robekelley@pa.gov	570-644-7890
South Woods State Prison 215 South Burlington Road Bridgeton, NJ 08302	Giancarlo Marcucci Food Service Supervisor Giancarlo.Marcucci@doc.nj.gov	856-45-7000 Ext 8124 OR 8113
Jessup Correctional Institution 7800 House of Correction Rd. Jessup, MD 20794	India D. White Correctional Dietary Manager india.white@maryland.gov	410-799-6100 Ext. 2878

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of Missouri	Government	Missouri - MO	Four state contracts with the State of Missouri to supply government facilities with heavy duty kitchen equipment and small wares.	Equipment for State: \$5000-\$80,000 per order Smallwares for State: \$200-\$2500	Approximately \$4,900,000
State of Oklahoma	Government	Oklahoma - OK	State contract with the State of Oklahoma to supply government facilities with heavy duty kitchen equipment.	Equipment for State: \$2500-\$60,000 per order	Approximately \$3,250,000
State of North Carolina	Government	North Carolina - NC	Two state contracts with the State of North Carolina to supply government facilities with heavy duty kitchen equipment and trays.	Equipment for State: \$1500-\$80,000 per order	Approximately \$1,171,000
State of Pennsylvania	Government	Pennsylvania - PA	Two state contracts with the State of Pennsylvania to supply government facilities with heavy duty kitchen equipment and Cook's Brand smallwares.	Equipment for State: \$2800-\$80,000 per order Smallwares for State: \$500-\$10,000	Approximately \$1,001,500
State of Florida	Government	Florida - FL	State contract with the State of Florida to supply government facilities with heavy duty kitchen equipment.	Equipment for State: \$3000-\$25,0000	Started in February 2022 Approximately \$650,000 to date.

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	See Attached	*
27	Dealer network or other distribution methods.	Cook's is an authorized dealer for over 100 heavy duty kitchen equipment and small ware manufacturers. We supply and deliver to all 50 states in the US.	*
28	Service force.	If contract users require warranty, maintenance or repair services for commercial food service equipment ordered on contract, Cook's dedicated support representative will coordinate between the participating agency and the local authorized manufacturer service agent for such services. Cook's will follow up with service agent to ensure service has been performed and invoiced properly between agency and service agent.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Cook's will accept orders directly by mail, phone, fax, email and online from the ordering agency via purchase order, or through the use of the state procurement card.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Cook's Customer Service Team will be available Monday thru Friday 8AM-5PM Central Standard Time. They will assist with any product, warranty or delivery issues with products purchased from the Sourcwell Contract. They will respond within two business days. Cook's Direct phone message system is available 24 hours a day 7 days a week to leave messages which can be viewed by email to handle any issues outside of normal business hours.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Cook's will supply and deliver heavy duty kitchen equipment and small wares to participating entities within the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Cook's does not have the ability to service Canada on contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Cook's will service most geographic areas of the United States. Some remote areas may not have logistic services available or have restricted delivery times. In this situation, Cook's will communicate at the time of the quote or order placement for alternate delivery or pickup options.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Cook's may already supply some Sourcwell participating agencies on another state or county contract or through the current Buyboard coop contract. If this is the case, Cook's will allow the participating agency the option to choose which contract is most beneficial to order from.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cook's may apply additional freight charges depending on the logistics required to deliver to Hawaii or Alaska agencies. This will be quoted to the participating agency at the time of the quote or order.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	See Attachment
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cook's will market all available websites and social media platforms to the Sourcewell participants. This includes the Cook's Direct website, instagram and facebook platforms.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Cook's will utilize the Sourcewell participant list to promote contract participation. They will email promotional contract flyers and the Sales Team will provide phone support calls. If Sourcewell has other promotion suggestions, Cook's Marketing Manager will communicate with Sourcewell for ideas.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Cook's can provide a dedicated Sourcewell e-procurement website portal for contract price groups and ordering. Currently, the State of Missouri and Oklahoma have dedicated or integrated websites showing MSRP price, discount, and net contract price with all the products offered on contract. The states are able to login into their portal to see their contract product options and price and place contract orders by PO or using an E-Card.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon request, the dedicated Sales Support representative will provide coordination between the local authorized manufacturer service agents and participating agencies for equipment operation training or maintenance.. This service will be provided when the manufacturer offers a start-up training option on the equipment purchased by the state agency. If start-up/training is not an option the Manufacturer offers, training may be coordinated with a manufacturing representative available in the State of the participating agency. Service agents and manufacturer representatives will provide professional expert training in the field. Service agent will provide a quote for the services requested and customer can order direct from the service agent or through Cook's.
41	Describe any technological advances that your proposed products or services offer.	Cook's Direct is an innovative company with products specifically designed to solve unique customer equipment requirements. We have quarterly meetings to discuss innovative solutions for problems discussed with our customer base. Based on our innovative team meetings, we design and manufacture the exclusive 'Cook's Brand' line and as a sole source provider. This includes safety products, portion control, storage, meal serving and many more. See Sole source letter attachment.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Cook's has designed a My-Go food container as an alternative to disposable carry-outs for universities. Designed to replace Styrofoam and paper disposable products, this line of to-go containers can be utilized for a variety of menu items. Switching to a reusable container reduces dependence on single use products reducing waste and expenses. See attached flyer.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Cook's offers many Energy Star Rated Products for Institutions. Some states offer rebates to the end user if they purchase energy star rated products. They can find if their state offers this rebate to their institution by going to the website https://www.energystar.gov/rebate-finder .
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Cook's does not have any WMBE or SBE certifications. Cook's does partner with Veteran Owned California Veteran Supply to supply California State Facilities.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Cook's provides expert product knowledge for heavy duty kitchen equipment with a team on hand to provide specific solutions for it's customers. Several team members are CFSP certified. (Certified Food Service Professional). They can answer questions on the spot within 24 hours. We specialize in high security kitchen solutions for corrections and also high volume operations such as universities.

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Cook's offers the standard manufacturer warranty for products, parts and labor. Each manufacturer warranty is specific to their products. Most equipment Cook's supplies comes with a manufacturer warranty. Cook's can provide the full warranty description document to the customer upon request and will be delivered along with the owners manual upon delivery. Customers have an option to purchase an extended warranty if the manufacturer offers one.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties cover repairs due to manufacturing defect under normal wear and tear operation. Upon inspection of equipment by a manufacturer authorized service agent, if an issue is determined to be from abuse, maintenance neglect, improper installation by an outside party(not authorized manufacturer service agent) or improper use of the equipment, the warranty coverage may not apply.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranties include technicians travel time and mileage if the standard manufacturer warranty includes it.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Cook's will service most geographic areas of the United States. Some remote areas may not have local authorized service agents available or have restricted repair/travel hours. If this is the case, Cook's will communicate the solutions the manufacturer may provide in repair, parts or replacement.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues are passed on to the original equipment manufacturer.
51	What are your proposed exchange and return programs and policies?	See Attached.
52	Describe any service contract options for the items included in your proposal.	Cook's does not provide service contracts. We can provide the contact information of the local authorized manufacturer service agent. The participating agency can contact the local agent to see if they have a service contract available for the model purchased.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Cook's Terms are Net 30. We accept payment by check, credit card, agency e-card, P-card or EFT transfer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Cook's does not offer leasing programs.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cook's can email an an order form for the customer to fill out or they can use their own generated purchase order. We will take orders by phone, fax, email or online orders. For orders of \$1000 or more a written purchase order will be required. Cook's provides standard quotes, invoices, custom orders, and order confirmations. See attached examples.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Cook's does accept P-Card. There is a 3% transaction fee on any credit card charge greater than \$1000.00

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Cook's pricing model is a discount percentage off of manufacturer MSRP(manufacturer suggested list price).
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Cook's will provide one MSRP discount percentage per manufacturer. Example: Vulcan 50% Discount, F.W.E. 40% discount(examples only, not real discount). Cooks shows the MSRP price with discount percentage so customers can calculate the Sourcewell final price. MSRP List price with the discount percentage is provided on the attached price spreadsheet.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Cook's does not provide a set volume discount, but participating agencies can contact the designated contract sales representative to negotiate price if it is a higher volume.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If customer needs specific accessories added to a base unit model. For example, prison package, casters, stand, etc. Customer will need to contact the designated contract sales representative to have this cost added to the base model at the same discount percentage. Some accessories are Net pricing such as extended warranties. Net pricing will be quoted case by case.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pricing not included in the contract cost are pre-delivery inspection, inside delivery, uncrate and set in place, set up, installation, training, or final inspection. If requested, Cook's will coordinate with a local authorized manufacturer service agent to provide this service and price quote to the participating agency. Some manufacturers include set up and training in their pricing and Cook's will state this in the contract quote and pass thru to the customer. Extended warranties are typically an additional cost. Any terms or pricing not explicitly stated in the contract quote request are not included.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Cook's will quote additional shipping or freight costs in the contract quote. This will include delivery to a dock or door with liftgate service if needed. This does not include inside delivery, uncrate or set in place. Cook's can add inside delivery and set in place for an additional fee. If manufacturer offers free freight to a dock, Cook's will pass this along to the customer. Freight Bill of Lading must be signed by the receiver.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Cook's does not ship to Canada or offshore countries. We will deliver to Hawaii and Alaska based on logistics and service agents available in the area. This will need to be quoted case to case.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Cook's is located in Warrenville, IL near Chicago IL. If a customer wishes to pick up from the Cook's warehouse located in IL, the designated support representative can coordinate a pick-up appointment. Customer must communicate the type of transportation used for pickup to verify it can transport the weight and dimensions of the equipment ordered.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Pricing offered in this proposal is better than what is offered to individual municipalities, schools or universities. It is the same as other currently held state contracts or buying coops.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Cook's provides a dedicated sales representative and sales support representative to verify all contract pricing for quotes, orders and invoices has the correct contract price. Cook's will submit a quarterly usage report utilizing a report format that has been successful for other contracts. Upon request, we will provide any participating agency their own usage report utilizing the Sourcewell contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Cook's has an accounting administrative team that tracks each contract's sales and gross profit to ensure contract end users are using it to their best advantage and also beneficial to Cook's contract team. This will track quote requests, quotes awarded percentage, Sales and gross profit of the contract orders.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Cook's will pay a 1% administrative fee to Sourcewell which shall apply to all payments received by Cook's Direct for contract orders. This will be paid at the end of each calendar quarter. The total administrative fee will be based off the quarterly usage report. This will be paid no later than the 15th calendar day of the month immediately following the end of the calendar quarter. Cook's will pay by company check and will be identified with the contract number on the check.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	See Attachment
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Cook's does not have any subcategories.

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

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

Line Item	Category or Type	Offered *	Comments
71	Kitchen and foodservice equipment and appliances	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, please see attached breadth of products description
72	Components, accessories, and parts for the equipment and appliances described in Line 71 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cook's will price optional accessories for base unit equipment at same discount percentage. This does not include parts ordered after the initial sale or repair parts.
73	Foodservice small wares, tools, dispensers, supplies, and furnishings complementary to an offering of the solutions in Line 71 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, please see attached breadth of products description
74	Services complementary to the acquisition, operation, and upkeep of the solutions described in Lines 71-73 above, including design, installation, removal, disposal, inspection, repair, maintenance, training, and support. However, this solicitation should NOT be construed to include "services only" solutions.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cook's will coordinate with the local authorized manufacturer service agent to provide service quotes for install, removal, disposal, inspection, repair, maintenance, and training. This will be provided directly between the local service agent and participating agency.

Table 15: Industry Specific Questions

Line Item	Question	Response *
75	Describe your design service offering, if available.	Cook's does offer design services-custom case by case quote. Quotes will need to be negotiated with our Cook's Project Manager for a specific quoted price.
76	Describe the installation process and how it is managed from product order to completion.	If contract users require installation of new equipment and/or disposal of old equipment ordered on contract, Cook's dedicated support representative will coordinate between the participating agency and the local authorized manufacturer service agent for such services to provide a quote. Cook's will follow up with service agent to ensure service has been performed and invoiced properly between agency and service agent.
77	Describe how your company will handle supply issues, product substitutions and special orders products.	Cook's dedicated contract sales representative and sales support representative will communicate any back orders, available equal substitutes and custom items through email and phone calls.

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 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](#) - Table 11 Line 58 Pricing Discount Spreadsheet.xlsx - Wednesday June 29, 2022 11:51:35
 - [Financial Strength and Stability](#) - Table 2 Line 12 Cooks Financial Statements 2020 2021.pdf - Wednesday June 29, 2022 11:52:51
 - [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Wednesday June 29, 2022 11:57:03
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranties on Offered Lines.zip - Wednesday June 29, 2022 12:28:24
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday June 29, 2022 12:01:28
 - [Upload Additional Document](#) - Table Extended Answers for (See Attached).zip - Wednesday June 29, 2022 12:06:06

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Teri Teclaw, Contracts Manager, Cook's Direct Inc.

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

Yes No

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

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

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

DISCOUNT MATRIX BY MANUFACTURER

Manufacturer	Description of Products	Discount off	
		LIST	Remarks
3M-CUNO	Water filtration solutions for foodservice applications	50%	
Aarco Products, Inc.	signage and accessories	40%	
ABC Procurement - (Allied Buying Corp)	smallwares	59%	
Accurex	Ventilation	CUSTOM	Custom quote required
AccuTemp Products, Inc.	cooking equipment	49%	
Admiralcraft Equipment	import Smallwares	50%	
Advance Tabco	Stainless products	57%	
Aerowerks	Foodservice conveyors	CUSTOM	Custom quote required
Alfa International	Food prep smallwares	40%	
Allied Metal Spinning	Bakery supplies	43%	
Alluserv	Healthcare meal service solutions	40%	
Alto-Shaam	Cooking equipment	35%	
Amana	Microwaves, Speed ovens	60%	
Americal Panel	Blast Chiller	51%	
American Metalcraft	Chafing Dishes	48%	
American Panel	Walk-ins	CUSTOM	Custom quote required
American Range	Cooking equipment	45%	
Amerikooler	Walk -ins	CUSTOM	Custom quote required
Anchor Hocking Foodservice Glass	tabletop products	46%	
Andersen Company	Floor Mat	35%	
Anets	Fryers	52%	
APEX Matting & Foodservice Products (Notrax)	Mats, Cutting Boards, Hot Water Hose	45%	
APW/ Wyott	cooking equipment	55%	
Araven Equipment LLC	Retail and Kitchen solutions	20%	
Arctic Air dba Broich Enterprises, Inc.	Walk-ins	CUSTOM	Custom quote required
Arctic Air dba Broich Enterprises, Inc.	Refrigerated products	43%	
Atlas Metal Industries	stainless products	47%	
Atosa	refrigerated products	25%	
AVTEC	Hood, Ventilation and Conveyors	CUSTOM	Custom quote required
Avtec - Unified Brands	Stock Items Hood and Accessories	55%	
Bakers Pride	cooking equipment	51%	
Bally Refrigerated Boxes	Walk-ins	CUSTOM	Custom quote required
Bar Maid Corporation	bar products	40%	
Bauscher Hepp, Inc	China	51%	
Baxter	bakery products	15%	
Beech Ovens - Jade Group	cooking equipment	42%	
Belleco	Conveyer Toasters	40%	
Berkel - Vulcan	cooking equipment	57%	
Berner International	Air Doors	45%	
Beverage Air	refrigerated products	65%	
BIA Cordon Bleu, Inc.	tabletop products	48%	
Bissell BigGreen Commercial	cleaning solutions	35%	
Bizerba	scales and slicing equipment	40%	
BK RESOURCES	stainless products and solutions	50%	
BKI	Combination ovens	27%	
BKI	cooking equipment	45%	
Blodgett	Cooking equipment / conventional & convection ovens	57%	
Blodgett - Combi ovens	Combination ovens	38%	
Bobrick Washroom Equipment		38%	
Bon Chef	Table Top	50%	
Brass Smith (BSI)	Custom breath guards	CUSTOM	Custom quote required

Browne Foodservice	smallwares	55%	
Bunn-O-Matic	coffee and beverage equipment	48%	
CADCO, Ltd.	Convection Ovens, Hot Plates, Warmers, Warming Shelves, Griddles, Panini Grills, Mobile Specialty Carts, Electric Chafers & Toasters	48%	
Caddy Corp	Stock Items Conveyors, Carts, Serving Counters	50%	
Caddy Corp	Hood Systems	CUSTOM	Custom quote required
California Umbrella	outdoor umbrellas	48%	
Cal-Mil	food dispensing and serving solutions	53%	
Cambro Manufacturing Company	food storage and shelving products	53%	
CaptiveAire	Ventilation	CUSTOM	Custom quote required
Cardinal International, Inc.	tabletop products	50%	
Carlisle Foodservice Products/ Dinex	ware washing and tray systems	45%	
Carlisle Foodservice Products/ FSP	smallwares and storage	55%	
Carter-Hoffman	Transport Carts	45%	
Centaur	shelving and value equipment	55%	
Champion	Warewash & Conveyors	41%	
Channel Manufacturing	stainless products and solutions	55%	
Chef Revival	Chef's Coats, Pants, Hats, Aprons,	45%	
Chef Specialties Company, Inc	Pepper Mills	37%	
Chef Works	Chef's Coats, Pants, Hats, Aprons,	30%	
Chicago Metallic	Cake, Pie and Bread pans	42%	
Choice Equipment Company	pan racks and shelving solutions	54%	
Churchill China	China	55%	
Cleveland Range - Welbilt	Cook Chill Only	48%	
Cleveland Range - Welbilt	cooking equipment	60%	
CMA Dishmachines, LLC	Warewash	50%	
Come Along	Crowd Control	45%	
Component Design NW (CDN)	Thermometers & Timers	35%	
Component Hardware	Faucets and parts	25%	
Continental Commercial Products	Floor Care, Janitorial and Food Service Cleaning Products	40%	
Continental Refrigerator	refrigerated products	60%	
Convotherm - Welbilt	cooking equipment	57%	
Cookshack	cooking equipment, smokers	15%	
Cooktek	cooking equipment	45%	
Cooper-Atkins Corp.	Thermometers & Timers	45%	
Cornelius	refrigerated products	50%	
Cres Cor	Mobile Cabinets	52%	
Crown Brands - Focus Foodservice LLC (includes Regal Ware, Johnson Rose and Update International)	smallwares	50%	
CROWN STEAM- MIDDLEBY	Cooking Equipment	60%	
Crown Verity	commercial bbq grills	10%	
CSL Foodservice & Hospitality	Traystands & Hotel carts	50%	
Curton Products	Curtron Strip Doors, Protecto Covers (Durable Rack Covers), Insul Covers (Insulated Rack Covers), Air Doors,	54%	

Delfield - Welbilt	refrigerated products	60%	
Dexter-Russell, Inc.	Cutlery	55%	
Disco Inc	Fryer Filter paper and Envelopes	50%	
Diversified Ceramics Corp.	China Mugs, Cookware, Salsa Dishes, Onion Soups, Rarebits, Souffles, etc.	51%	
Diversified Metal Products - Dispense Rite	Cup Dispensers-Stainless Steel, Cup Dispensing Cabinets, Lid, Condiment and Straw Organizers, Ice Cream Cone Dispensers	47%	
Dormont Manufacturing Co.	gas hoses and accessories	60%	
Doyon/ Nu-Vu	bakery equipment and supplies	45%	
Dudson USA, Inc	china	50%	
Duke Manufacturing	refrigerated and temp holding products	50%	
Eagle	Stainless products	66%	
Eastern Tabletop Mfg. Co	Buffet and smallwares products	51%	
Edlund LLC	smallwares and chef tools	50%	
Electrolux	cooking equipment	47%	
Elkay Foodservice	stainless foodservice products	40%	
Eloma Combi Ovens	cooking equipment	18%	
English Manufacturing	Sneeze guards, Flexguards, instaguards	45%	
Equipex	cooking equipment	42%	
Espresso Soci - Casadio	coffee and beverage equipment	25%	
Espresso Soci - Faema	coffee and beverage equipment	25%	
Everest	refrigeration equipment	60%	
Everpure	Water Filtration	50%	
Federal	refrigerated merchandisers	52%	
Fermod	Shelving, Dunnage, Keg Racks	50%	
Fetco	coffee and beverage equipment	35%	
Fisher Manufacturing	Faucets	52%	
Fletchers' Mill	Pepper Mills, Salt Mills, Rolling Pins, Silicone Tools, Kitchen Accessories and more	35%	
Florida Seating	Furniture	52%	
Fluke (Comark)	Thermometers	50%	
FMP & Allpoints	foodservice parts and solutions	40%	
Follett	Ice Storage and transport Ice & Water Dispensers Ice a& Beverage Dispensers Ice Machines	45%	
Food Warming Equipment	heating and holding equipment	53%	
Foodservice Seating Inc.	commercial seating products	50%	
Forbes Industries	banquet and housekeeping equipment	40%	
Franke	cooking and coffee equipment	20%	
Frieling USA, Inc.	Smallwares and Tabletop	45%	
Front of the House	Table Top	40%	
Frosty Factory	frozen beverage products	40%	
Frymaster/Dean - Welbilt	Fryers	57%	
G&A Commercial Seating Products	Furniture	52%	
G.E.T. Enterprises, Inc.	Melamine, Wood High Chairs, Traystands	60%	
Garland -Welbilt	cooking equipment	55%	
Gaylord Industries	Ventilation	CUSTOM	Custom quote required
Giles Foodservice Equipment	cooking equipment	40%	
Glastender	bar equipment	53%	
Globe	Slicers and Mixers	56%	

Grindmaster/ Cecilware	beverage solutions	45%	
Groen	Steam Equipment	54%	
Grosfillex	Commercial outdoor furnishings (chairs, tables, chaise lounges, and umbrellas)	55%	
Halton	Hoods, ventilation	CUSTOM	Custom quote required
Hamilton Beach Commercial	Bar Blenders, Food Blenders, Spindle Mixers, Glass Washers, Dishers, Irons, Juice Extractors, Coffee Makers/Brewers, Stand Mixers, Specialty Blenders	48%	
Hanson Heat Lamps	heat lamp products	35%	
Harold Import Company	import Smallwares	40%	
Hatco	warming and holding products	45%	
Heatcraft	Refrigeration	50%	
Hestan Commercial Corporation	high end stainless appliances	45%	
Hobart	Warewash	26%	
Hollowick, Inc.	Liquid Candle Lamps & Lamp Fuel, Butane Products, Chafing Fuel: including ABC ValuLine Chafing Fuel (ABC 24638), Wax Candles, Easy Floral Vases, Smart Candle Flame Free Lighting, Tiki Brand Outdoor Lighting	35%	
Homer Laughlin China Co	China All products including Kenilworth and Hall China.	50%	
Hoshizaki Ice	Ice machines	55%	
Hoshizaki Refrigeration	Reach Ins	60%	
Howard-McCray	Refrigerated solutions	50%	
Hubbell	Booster heaters	45%	
Ice-O-Matic	Ice Machines	55%	
IMC Teddy	Stainless products	50%	
Imperial Brown	Custom Walk In's	CUSTOM	Custom quote required
Imperial Range	cooking equipment	60%	
Innova Products	smallwares	40%	
Insinger Machine Co	Dishwashers, Pot Washers, Tray Washers, Vegetable Peelers, Aqua-Scrubbers, Disposers, Conveyors & Tray Accumulators (Parts, H.G.W. Young Potato cutters excluded)	25%	
Insinkerator	Food Waste Disposers, Hot Water Dispensers, Pulper Systems	40%	
Intermetro Industries	Mobile Pan Racks, Full line Shelving, except Wire, Heated Carts, etc.	50%	
Intermetro Industries	Wire shelving Only	65%	
International Tableware	tableware	60%	
Irinox	Blast Chillers Shock Freezers	20%	
iSi North America, Inc.	Whip Cream Dispensers	50%	
Iwatani	Butane Stoves and Torches	45%	
Jaccard Corporation	smallwares	40%	
Jackson	Warewash	48%	
Jade Range - Jade Group	cooking equipment	42%	
JMC Furniture	Furniture	35%	
John Boos & Company	Hard Maple & S/S Work Tables, Stands, Cabinets, Butcher Blocks, Hard Maple & Plastic Cutting Boards, Contract Furniture, Institutional Stainless Tables and Sinks, Prochef Cooktops	58%	
JRC Ritx Foodservice/ Arden Companies	Oven Mitts, Pot Holders, Pan Grabber, Silicone, Teflon and Pyrotex Mitts, Towels, Dishcloths, Chef's Coats, Pants, Hats, Aprons, Pizza Delivery Pouches, Cheesecloth, Butchers String, etc.	52%	
Kairak	Refrigerated Counters	45%	
Kelmax	Shelving, Dunnage, Keg Racks	5000%	
Kintera (ProCore) - TriMark Exclusive	Refrigerated & Cooking Equipment, Ice Machine	LIST	
Kitchen Brains(FAST)	FAST Timers and Modularm Products	41%	
KitchenAid Commercial	small appliances	41%	
Koala Kare Products	infant care products	50%	
Kolpak	Stock Items Kold lockers	50%	
Kolpak	Custom Walk In's	CUSTOM	Custom quote required

Krowne Metal	stainless	50%	
Lakeside Manufacturing	Banquet Transport Equipment, Bars Portable Liquor, Carts (Enclosed, Plastic, Stainless Utility, Queen Mary, Bussing & Storage, Ergonomic, Tray Delivery, Foodservice, Serving), Waste/Silver Boxes, Dish Dollies, Dish Handling Equipment, Equipment Stands, Racks Pan/Tray, Holding Cabinets, Heated Humidified, Ice Carts, Work Tables, Dispensers Self-leveling Tray/Plate/Pellet.	55%	
Lang Manufacturing	cooking equipment	60%	
Lenox Commercial Division	Dinnerware	50%	
Libbey, Inc	Glassware	55%	
Lincoln - Welbilt	Conveyor Ovens and toasters	53%	
Low Temp Industries (LTI)	Serving lines, cabinets, carts	CUSTOM	Custom quote required
Lodge Manufacturing Company	Cast Iron Cookware and Enamel on Cast Iron Cookware.	40%	
Magikitch'n	cooking equipment	57%	
Manitowoc Ice -Welbilt	Ice Machines	57%	
Mars Air Door	Accessories and parts	20%	
Market Forge	Cooking Equipment, steamers	50%	
MARSAL OVEN	Cooking Equipment	45%	
MasonWays indestructuctible Plastics, LLC	Dunnage racks and storage solutions	6%	
Master-Bilt	Stock items reach in refrigerators & freezers	55%	
Master-Bilt	Custom Walk In's	CUSTOM	Custom quote required
Matfer Bourgeat, Inc	Stovetop Cooking Equipment, Utensils.	41%	
Meiko	Ware Washing Solutions	35%	
Mercer	Cutlery	55%	
Merco	Heated Holding Bins	42%	
Merrychef - Welbilt	Speed Cooking Technology	50%	
Micro-Matic	Draft Beer Systems	50%	
MIDDLEBY MARSHALL	Food Preparation and Cooking Equipment	20%	
Mity-Lite Inc.	Furniture	40%	
Mod-U-Serve	Serving lines, cabinets, carts	30%	
Moffat	Bakery Equipment	47%	
Montague Company	cooking equipment	45%	
Moyer Diebel	Warewash	30%	
MTS Seating	Furniture	50%	
Multiplex	Ice Machine, Refrigeration, dispensers	35%	
Multiplex	Soda & Ice Beverage Dispenser & Parts	40%	
MVP Group	Equipment	41%	
Myco Tableware	Tableware	48%	
National Public Seating	Furniture	45%	
Natura Water	Water dispensing solution	35%	
Nemco Food Equipment	Food Prep, Food Warmers, Countertop Cooking Equipment, Countertop Merchandising Equipment, Food Waste Disposers, Hot Dog Equipment, Parts	54%	
New Age Industrial Corp.	Stainless soltuons	54%	
Nexstep Commercial (O'Cedar Commercial)	wet mops, mop sticks, mop buckets and wringers, janitor carts, trash can dollies, waste receptacles, dust mops, floor sweeps, angle brooms, corn brooms, microfiber products, squeegees,	48%	
Nor-Lake, Inc	Custom Walk In's	CUSTOM	Custom quote required
Nor-Lake, Inc	Stock Items Kold lockers	50%	
Notrax	Floor mats	25%	
Olde Thompson	Salt Mills, Pepper Mills and Spice Racks	45%	
Oneida Global Foodservice	Tabletop items	50%	
Original Wood Seating	Furniture	55%	
Ovention	High Spded Cooking	18%	
Panasonic	Microwaves	57%	

Perlick	Beer & Wine Solutions	52%	
Piper Products	Premium Kitechen Soltions	46%	
Pitco	Fryers	57%	
Polar King	Custom Walk In's	CUSTOM	Custom quote required
PowerSoak - Unified Brands	Ware Washing Solutions	22%	
Premiere Collection - TriMark Exclusive	Tabletop, Glassware, accessories, and silverware	LIST	
Prince Castle	Counter top Equipment	45%	
RAK Porcelain USA	China	57%	
Rancilo	Espresson, coffee machine	15%	
Randell	Refrigerated equipment solutions	57%	
Rational	Combi Ovens	38%	
RDT	Custom refrigeration systems	CUSTOM	Custom quote required
Risch, Inc.	Menu Covers, Table Tents, Check Holders	40%	
Robot Coupe, USA, Inc.	Commercial Food Processing and Vegetable Processing Machines & Accessories, Power Mixers, Blixers	25%	
Rosenthal Sambonet	Paderno Products, Sambonet Flatware, Rosenthal, Arthur Krupp Porcelain, Arthur Krupp Metalware, All Clad	51%	
Rosseto	Counter top Dsiplays	46%	
Royal Industries	Smallwares	35%	
RPI Industries, Inc. (Regal-Pinnacle)	interior and millwork solutions	50%	
Rubbermaid Commercial Products, LLC	Smallwares	46%	
Salvajor	Disposers & Waste Systems	50%	
Sammic	Dishwashers and kitchen accessories	28%	
San Jamar	Smallwares	45%	
Saniserv	Frozen Drink and Ice Cream Machines	47%	
Schaerer	Espresson, coffee machine	15%	
Scotsman	Ice Machines	60%	
SecoSelect	Smallwares and plastics	40%	
Select Stainless	Custom Fabrication	CUSTOM	Custom quote required
Service Ideas	Insulated Servers, Insulated Platters, Airpots, other tabletop items and Buffet Beverage Service	50%	
Silver King	refrigerated equipment	48%	
Sitram (BB Inc.)	stainless cookware	40%	
Snap Drape International	Table and Stage Skirting, Valances, Lace, Imprinted Skirting, Throw Covers and Toppers, Urban Natural Table Caps, MarketPlace Linens, and CityScape Placemats.	25%	
Somat Group (Red Goat and Master Disposer)	Disposers & Waste Systems	20%	
Southbend	cooking equipment	60%	
Spaceman USA	Frozen Drink and Ice Cream Machines	52%	
Spill-Stop Mfg, LLC	Bar accessories, Pourers	41%	
Spring USA Corporation	Buffet equipment and accessories	50%	
Star Manufacturing	cooking equipment	60%	
Steelite International USA, Inc	China	56%	
Stero	Warewash	25%	
Stoelting	Frozen Drink and Ice Cream Machines	40%	
Structural Concepts	Display Refrigeration	56%	
Syracuse China Co	china	42%	
T&S Brass & Bronze Works, Inc.	faucets and fittings. Gas Hoses (Safe-T-Link). Equip faucets	48%	
Tablecraft Products Company	Ashtrays, Bar Supplies, Condiment Dispensers, Tote Boxes, Squeeze Dispensers, Film & Foil Dispensers, Cleaning Sup. Glassware, S & P, Cheese Shakers, Kitchen Supplies, Coffee Supplies, Buffet Trays, Tray Stands, Flowers/Vases, Kitchen Gadgets & Accessories, Menu Covers, High Chairs, Porcelain, Stainless Steel & Recycled Green Glass Buffet Display, Plastic, Stainless Steel, Chrome & Wrought Iron Baskets, Plastic & Stainless Steel Beverage Dispensers and Professional Bakeware Products.	45%	

Tarrison LTD	Storage & Handling, Stainless Steel, Servery, Induction Cooking Systems, Refrigeration and Outdoor Cooking Equipment	40%	
Taylor Precision Products	Thermometers, Timers, Digital Thermometers, Mechanical Scales, Digital Scales, Houdini Wine Accessories	55%	
ThermalRite	Walk-ins	CUSTOM	Custom quote required
Thermohauser of America, Inc	catering accessories	35%	
Thermo-Kool	Walk-ins	CUSTOM	Custom quote required
Thunder Group	Small equipment	65%	
Titan Stainless	S/S Custom Fab.	CUSTOM	Custom quote required
Titan Stainless	Stock	40%	
Toastmaster	small appliances	60%	
Traulsen Dealers Choice	refrigerated equipment	65%	
Traulsen Spec Line	refrigerated equipment	52%	
TriMark	Smallwares, kitchen supplies	LIST	
True Foodservice	refrigerated equipment	65%	
Turbo Air	Refrigerated Reach ins, S/S Sinks and Tables	64%	
TurboChef Technologies, Inc.	Speed Cooking Technology	30%	
Turgla	China	45%	
Tuxton	China	60%	
Ultrafryer	Frying equipment	40%	
Univex Corporation	Mixers, Power Base Patty Presses, Meat Slicers, Peelers. Spare Parts, Mixer Accessories, and attachments excluded.	45%	
UNOX INC	Food Preparation and Cooking Equipment ☐	20%	
Update International	import Smallwares	45%	
US Range	Cooking equipment	55%	
Varimixer	Food prep equipment	25%	
Vertex China	China	55%	
Victorinox Swiss Army, Inc.	Cutlery, Cut Resistant Gloves, Knife Sharpeners, Knife Holders, Spatulas, Turners, Bamix	35%	
Victory	Refrigeration	70%	
Villeroy & Boch	tableware	15%	
Vitamix	Blenders, Drink Machines, Frozen Dessert Mixers, Blender Container Rinser	54%	
Vollrath Company, LLC	smallwares	50%	
Vollrath Company, LLC	equipment	55%	
Vulcan	cooking equipment	60%	
Wabash Valley Manufacturing	Outdoor Furniture	30%	
Walco Stainless	Cutlery and tableware	57%	
Waring Commerical Products	Cooking equipment	56%	
Wells	Cooking equipment	55%	
Winco	kitchen equipment and smallwares	60%	
Win-Holt Equipment Group	Custom Fabrication Racks, Cabinets, Dollies, Shelving, Plastics, Proofers, Trays, Material Handling, Tables, Sinks, and Engineered Products.	51%	
Winston	Cooking and holding equipment	50%	
Wolf Range - Vulcan	Cooking equipment	60%	
World Dryer Corporation	Hand dryers and related products	10%	
World Tableware Inc.	Tableware	55%	
Wusthof Trident	Cutlery	10%	
Zwilling J.A. Henckels	Cutlery	50%	