

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: TriMark Strategic

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: Biri Mount Date: 9/17/18

Sourcewell's clarification on exceptions listed above:

No Exceptions Noted





FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

| COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES |

In compliance with the Request for Proposal (RFP) for COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: TriMark Strategic Date: 9/17/18

Company Address: 2801 South Valley Parkway, Suite 200

City: Lewisville State: TX Zip: 75067

CAGE Code/DUNS: 03-470-6721

Contact Person: Brian Monnat Title: Account Executive

Authorized Signature: *Brian Monnat* Brian Monnat
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 091918-TMK

Proposer's full legal name: Tri-Mark Strategic

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be November 8, 2018 and will expire on November 8, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz
787440829E004E3...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
3F75E026A547446...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 2, 2018

Sourcewell Contract # 091918-TMK

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Tri-Mark Strategic

Authorized Signatory's Title PRESIDENT

Martin J. Morand
VENDOR AUTHORIZED SIGNATURE

MARTIN J. MORAND
(NAME PRINTED OR TYPED)

Executed on 11/8/2018

Sourcewell Contract # 091918-TMK



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver 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.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Tri Mark Strategic

Address: 2801 South Valley Parkway, Suite 200

City/State/Zip: Lewisville, TX 75067

Telephone Number: 469-240-7200

E-mail Address: bmonnat@strategicequipment.com

Authorized Signature: Brian Monnat

Authorized Name (printed): Brian Monnat

Title: Account Executive

Date: 9/17/18

Notarized

Subscribed and sworn to before me this 17th day of Sept, 2018

Notary Public in and for the County of Denton State of Tx

My commission expires: Sept 22, 2019

Signature: Summer K. Smith





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: *Strategic Equipment LLC (TriMark Strategic)*

Questionnaire completed by: *Brian Monnat*

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Standard payment terms are Net 30 days. To be considered for an open account, all Sourcewell members must complete and submit a New Customer Form (attached) as well as provide applicable tax exemption certification. All applicants are subject to TriMark Strategic's Credit Terms and Policies and must meet minimum criteria specified therein. We have made concessions on our terms in unique circumstances to accommodate select Sourcewell members.

Custom orders require a 50% deposit and are non-returnable unless authorized by the manufacturer and are subject to restocking fees or freight charges.

Finance charges of 1.5% per month (18% APR) or the maximum rate that the applicant may lawfully contract to pay, whichever is less, on any payment Seller considers past due until collected.

Return shipments will not be accepted without a return authorization issued by TriMark Strategic. Applicant will have 10 calendar days from receipt of billing to report any discrepancy.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?_

While in-house financing is not currently available, Trimark Strategic regularly partners with third party finance companies and can provide information to any Sourcewell member wishing to pursue this avenue.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

New customers will be required to complete and submit a New Customer Form. Upon receipt and review by our credit department, an open account with Net 30 terms will be established and orders may be processed. Once the Sourcewell member acknowledges acceptance of quotation and issues a purchase order, the Project Coordinator assigned to the account will place orders at the factory level and advise Account Executive once orders have been acknowledged and tracking information is made available. This information will be relayed to the customer and delivery/installation scheduled, if applicable.

As the incumbent, TriMark Strategic is well-versed in the quarterly reporting process. TriMark Strategic will remain as the reporting entity for the contract and will collect all necessary information from our partner TriMark divisions who utilize the Sourcewell contract.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

TriMark Strategic accepts P-card payments in addition to Visa, MasterCard, Discover, and American Express. PCI Compliance requires us to collect card information and authorization for each transaction. TriMark Strategic does not store member credit card or P-card information.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

The warranties offered by foodservice industry manufacturers are established at the manufacturer level and, at minimum, guaranty that the product is free from defects in materials and workmanship. As a rule, time-limited warranties begin once the customer accepts delivery of the product. If a Sourcewell member receives a product that is defective and initiates a warranty claim within the specified window, a TriMark representative will connect the customer with the manufacturer's representative or Authorized Service Agent and follow through to ensure the claim is handled in a timely manner satisfactory to the customer.

See Attachment O – Warranty Examples

You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor? *Yes*
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? *Yes*
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? *Yes*
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

All geographic regions of the United States are covered by factory certified service networks.

- 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 service protocol is established at the manufacturer level and must be adhered to in order to ensure work is performed by factory-authorized technicians. TriMark Strategic will assist in coordination of warranty service calls and connect Sourcewell members with technical support in a timely manner.

- What are your proposed exchange and return programs and policies?

Return and exchange policies are established by the manufacturer and subject to review on a case-by-case basis. TriMark Strategic will make all reasonable accommodations and work to minimize restocking or return shipping fees wherever possible.

- 6) Describe any service contract options for the items included in your proposal.

N/A

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

TriMark Strategic offers Sourcewell members a comprehensive portfolio foodservice equipment, supplies, disposables,

smallwares, installation service, project management, and design services.

- 8) 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. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Due to the breadth of products and thousands of SKUs that we offer to the Sourcewell membership, Trimark Strategic has selected to employ a catalog list price percentage discount model. Each manufacturer is assigned a set percentage discount off published list price per product category. Pricing extended to Sourcewell members will not exceed the contracted discount structure; in cases where deviated pricing or additional cost savings are made available to TriMark Strategic, we will in turn pass the savings to the Sourcewell member. A comprehensive matrix detailing the discounts by manufacturer, product categories, and minimum order/freight terms will be made available to provide full transparency.

See Attachment P – Pricing

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The discounts offered in this proposal range from 0% (list) to 66% off manufacturers' published list price.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Any additional discounts as a volume purchase incentive must be offered and approved by the manufacturer. If additional discounts are received, whether negotiated in advance of the order or upon order fulfillment, they will be passed along to the member by TriMark Strategic.

- 12) 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.

Pricing for “open market” products and services will divided into three categories:

- *Equipment: Quoted cost plus 6.5%*
 - *Food Preparation*
 - *Food processors*
 - *Mixers*
 - *Food cutters*
 - *Choppers*
 - *Slicers*
 - *Work tables*
 - *Shelving*
 - *Sinks*
 - *Cooking Equipment*

- *Ranges*
 - *Broilers*
 - *Griddles*
 - *Ovens*
 - *Smokers*
 - *Fryers*
 - *Microwaves*
 - *Steamers*
 - *Holding cabinets*
 - *Coffee brewers*
 - *Toasters*
 - *Tilt skillets*
 - *Ventilation hoods*
 - *Serving counters*
 - *Steam tables*

- *Refrigerated equipment*
 - *Reach-in refrigerators and freezers*
 - *Walk-in refrigerators and freezers*
 - *Refrigerated prep tables*
 - *Cold pans*
 - *Ice machines and storage bins*
 - *Blast chillers*
 - *Beverage dispensers*

- *Warewashing equipment*
 - *Dishmachines*
 - *Clean/soiled dish tables*
 - *Scraping stations*
 - *Potwashing machines*
 - *Garbage disposals*
 - *Pulpers & extractors*
 - *Compartment sinks*

- *Smallwares: Quoted cost plus 13%*
 - *Pots and pans*
 - *Baking and roasting pans*
 - *Steam table pans / "all-purpose" pans*
 - *Scoops and spades*
 - *Scales*
 - *Cutlery*
 - *Flatware*
 - *Dinnerware*
 - *Glassware*
 - *Foodservice brushes*
 - *Cutting boards*
 - *Food choppers and cutters*
 - *Measuring cups and spoons*
 - *Airpots, coffee pots, and coffee bowls*
 - *Thermometers*
 - *Storage containers*
 - *Timers*
 - *Floor mats*
 - *Blenders*
 - *Trays*

- Buckets and mops
- Disposable products
- Safety products
- Ancillary: Quoted cost plus 15%
 - Design services
 - Project management
 - Freight and logistics
 - Consolidation and storage
 - Replacement parts
 - Furniture
 - Linens
 - Uniforms
 - Aprons
 - Laundry equipment
 - Custom fabrication
 - Millwork
 - Kiosks
 - All others

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Acquisition costs not specifically detailed in this proposal are hypothetical and dependent upon a number of variables. For instance, if a customer should experience unforeseen delays in construction or renovation of a foodservice facility and is unable to accept scheduled delivery after an order has been shipped, TriMark Strategic will coordinate with the carrier to reroute delivery to a consolidation facility for warehousing until such a time the delivery can be rescheduled. Costs to receive, warehouse, stage, and deliver would be addressed with the customer and invoiced at a cost-plus rate detailed in the response above.

- 14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.

Trimark Strategic has negotiated free freight or flat rate shipping for minimum orders with multiple manufacturers. In every instance, this cost saving opportunity will be passed on to the Sourcewell member. If the order requires prepayment of shipment FOB Factory or Destination, SESC will prepay and add the freight costs to the final invoice. This cost will be included in the quote and approved by the member in advance of shipment.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

All freight programs are listed in the pricing attachment and are universally applicable unless limited specifically to the lower 48 states in the terms description.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Products requiring technical expertise to properly install and calibrate, such as warewashing equipment and combi ovens, may be shipped directly from the manufacturer to the factory authorized installer for delivery. Additionally, large projects typically require consolidation of equipment to a storage facility for later delivery by a TriMark Strategic installer or third party representative.

- 17) Please 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 Members 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.

TriMark Strategic will conduct a quarterly sales audit to identify Sourcewell spend, capturing all transactions in a system-generated report for review by the Account Executive. Once verified the report is submitted to the Sourcewell contract

administrator and a check request is submitted for payment of the administrative fee. SESC will periodically audit K-12, Higher Ed, and Government spend to identify Sourcewell purchases miss-coded or otherwise previously uncaptured for supplemental reporting and payment.

- 18) 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 RFP Section 6.29 and following for details.)

Net 2% - all goods and services sourced through contract agreement

Industry-Specific Questions

- 19) Describe any serviceability attributes that your proposal contains. Please indicate which of these attributes are considered "industry-expected" and which you believe are "vendor differentiators."

As a distributor of manufactured products, a degree of serviceability is largely dependent upon the ability of our supply chain to anticipate and meet the demands of our marketplace.

- *TriMark Strategic differentiates itself from our competitors through the cultivation of relationships with our suppliers and service agents to provide an end-to-end solution for our customers.*
- *TriMark Strategic also operates our own third party logistics group that allows our customers' purchases to be routed efficiently and cost effectively; this is achieved by removing the middle man in the freight purchasing equation. Our size and scope allows this to be a soft cost savings component and a TriMark value add.*
- *TriMark Strategic's size equates to a higher level of service driven by resource and inventory redundancy*

Strong relationships, innovated cost management, and a reliable network are fundamentals that differentiate our presence in the market.

- 20) Please explain the design and installation services that are available.

Design and installation services are detailed in Form A – Value Added Attributes (See Attachment M)

Signature:  Date: 9/17/18