

**Solicitation Number: RFP #040522****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sysco Corporation, 1390 Enclave Parkway, Houston, TX 77077 (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 Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, 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 June 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.** All products distributed, sold, and priced by Supplier will comply with applicable federal, state, and local laws, including but not limited to the FDA Hazard Analysis Critical Control Points (HACCP) guidelines and any state and local laws relating to the storage and delivery of food products in and from the Supplier and any distribution centers. As of the date of delivery to the Participating Entity, products will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, nor will any products violate or cause a violation of any applicable law, ordinance, rule, regulation, or order. Any manufacturer's warranty, on non-food equipment or products furnished by Supplier, will be passed on to the Participating Entity as allowed by the warranty terms.

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.

Sourcewell 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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 Change 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 in the United States 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.

To access this Contract, a Participating Entity must (a) be located within the Supplier's service area, (b) satisfy Supplier's credit requirements, and (c) sign a participation agreement in a form acceptable to Supplier agreeing that the Participating Entity is bound to the terms and conditions of the contract between Supplier and Vizient, upon which Supplier's pricing is based.

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. 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:

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 geographic location of the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell 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, 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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 Agreement 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. Sourcewell or a Participating Entity will provide at least thirty days advance written notice of the audit and will conduct such audit at Supplier's location.

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 third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent arising out of any negligence or intentional misconduct, whether by 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, stored, used, 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. Intentionally omitted.

5. *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-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. *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.

C. **PERISHABLE AGRICULTURAL COMMODITIES.** All perishable agricultural commodities sold to Supplier are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (PACA) (7 U.S.C. §499e(c)). The seller of these commodities retains a trust claim over these commodities and all inventories of food or other products derived from these commodities until full payment is received.

## **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 not 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 an 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

Sysco Corporation

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/27/2022 | 3:56 PM CDT

DocuSigned by:  
*Greg Keller*  
By: 19AE9CB406764A2...  
Greg Keller  
Title: Senior Vice President of National Sales  
Date: 6/23/2022 | 12:18 PM PDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 6/28/2022 | 9:56 PM CDT

# RFP 040522 - Food Products and Distribution (other than School Food Authorities) with Related Supplies, Technology, and Services

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## Vendor Details

Company Name: Sysco Corporation

Does your company conduct business under any other name? If yes, please state: FreshPoint, Buckhead, Newport, Trinity, Supplies on the Fly, Sysco Sites through the USA, SYGMA

Address: 1390 Enclave Parkway  
Houston, TX 77077-2099

Contact: Tom Lyons

Email: tom.lyons@sysco.com

Phone: 720-413-2489

Fax: 720-413-2489

HST#: 74-1648137

## Submission Details

Created On: Monday March 28, 2022 17:38:36

Submitted On: Tuesday April 05, 2022 12:04:47

Submitted By: Tom Lyons

Email: tom.lyons@sysco.com

Transaction #: 63060283-1dc7-42cd-9bc7-d05c8831dce5

Submitter's IP Address: 165.225.10.156

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## 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")	Sysco Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Sysco Supplies on the Fly, FreshPoint
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sysco list of Operation sites are included in the Vizient MSA. As this list is dynamic and subject to change the most current list of our locations may be viewed here: <a href="https://www.sysco.com/Contact/Contact/Our-Locations.html">https://www.sysco.com/Contact/Contact/Our-Locations.html</a>
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	1390 Enclave Parkway Houston, TX 77077
6	Proposer website address (or addresses):	<a href="http://www.sysco.com">www.sysco.com</a>
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):	Tom Lyons Vice President, Education <a href="mailto:tom.lyons@sysco.com">tom.lyons@sysco.com</a> (720) 413-2489 Same Address as above
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Lyons Vice President, Education <a href="mailto:tom.lyons@sysco.com">tom.lyons@sysco.com</a> (720) 413-2489 Same Address as above
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jerome Cheney <a href="mailto:jerome.cheney@sysco.com">jerome.cheney@sysco.com</a> (320) 491-6811

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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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.	<p>Sysco is a publicly traded company that was founded in 1969 and is the global leader in selling, marketing and distributing food products to restaurants, healthcare and educational facilities, lodging establishments and other customers who prepare meals away from home. Our family of products also includes equipment and supplies for the foodservice and hospitality industries. We operate 330 distribution facilities worldwide serving more than 600,000 customers in markets located in the U.S., Canada, Ireland, the Bahamas and other countries. Building customer relationships requires time, effort and sincerity. For Sysco, it began with a promise to assist foodservice operators in providing consumers with solutions for meals consumed away from home.</p> <p>We pride ourselves on the partnerships we have formed. Satisfied customers are the most important asset of any business. Our job is to understand their needs, values, and goals. Great service to us means exceeding the customers' expectations. We take pride in employing professional, courteous, uniformed drivers that have all passed background checks. We have consistent, non-union drivers that know when to be there, where to park the truck, and where the product goes, all with the friendliest service in the industry.</p> <p>The Sysco Corporation, as a parent company, provides the leadership that supports our growth by offering the benefits of its vast financial resources. This allows the formation of strategic alliances that maximize our purchasing power so that we may commit ourselves exclusively to the business of food service distribution. We are excited for the opportunities this will present in our product offerings, while remaining committed to the unsurpassed service our customers have come to expect.</p> <p>More detailed information on this is available here: <a href="https://sysco.com/About/Company-Profile/The-Sysco-Story.html">https://sysco.com/About/Company-Profile/The-Sysco-Story.html</a></p>	*
11	What are your company's expectations in the event of an award?	Sysco looks forward to engaging with our marketing partner, Omnia Partners, to market and inform the Sourcewell members of this new option for foodservice distribution.	*
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.	Our financials may be reviewed here: <a href="https://investors.sysco.com/">https://investors.sysco.com/</a>	*
13	What is your US market share for the solutions that you are proposing?	Sysco enjoys roughly a 13% Market Share in K-12 and a 57% Market Share in Higher Education.	*
14	What is your Canadian market share for the solutions that you are proposing?	This program is not being offered in Canada	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Sysco has not ever petitioned for Bankruptcy.	*

16	<p>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.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Sysco is a Food Distributor. We act as an agent for many of our suppliers. Further documentation of specific requests will be provided upon request.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Not Applicable. Sysco hold certifications in food safety and applicable transportation and logistics licenses that may be reviewed upon request.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Sysco has not been suspended or debarred in the past 10 years.</p>	*

**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	<p>Awards that Sysco Western received.</p> <p>2018 Vendor Hall of Fame, Coborn's Inc</p> <p>2018 Ground Round Vendor Partner of the Year</p> <p>2019/2020 Erbert and Gerbert Sandwich Chain Vendor Recognition</p> <p>The two awards specifically in the FY21 CSR Report are:</p> <ul style="list-style-type: none"> <li>Radisson's Responsible Business Partner of the Year: <a href="https://www.radissonhotelsamericas.com/enus/news-media/2021-virtual-award-ceremony">https://www.radissonhotelsamericas.com/enus/news-media/2021-virtual-award-ceremony</a></li> <li>Houston Business Journal's Outstanding Supplier Diversity Award in 2021: <a href="https://www.bizjournals.com/houston/news/2021/02/24/hbj-diversity-in-business-awards-companyhonorees.html">https://www.bizjournals.com/houston/news/2021/02/24/hbj-diversity-in-business-awards-companyhonorees.html</a></li> </ul> <p>The one award currently on the CSR Website is the Newsweek 2021 America's Most Responsible Companies.</p> <ul style="list-style-type: none"> <li>We're ranked 138/399 in America's Most Responsible Companies 2021 list: <a href="https://sysco.com/About/Company-Profile/Corporate-Social-Responsibility.html">https://sysco.com/About/Company-Profile/Corporate-Social-Responsibility.html</a>.</li> <li>Then, under the Retail sector, we're list 10/18: <a href="https://www.newsweek.com/americas-mostresponsible-companies-2021/retail">https://www.newsweek.com/americas-mostresponsible-companies-2021/retail</a></li> </ul> <p>One award that wasn't included in the FY21 CSR report, but we plan to list on the CSR website once the FY21 CSR Report is launched is:</p> <ul style="list-style-type: none"> <li>In 2021, Sysco was listed as a top employer in the Food &amp; Beverage Industry by DiversityJobs: <a href="https://www.diversityjobs.com/top-employers/">https://www.diversityjobs.com/top-employers/</a>. For DiversityJobs, we're under the Food &amp; Beverage category: <a href="https://www.diversityjobs.com/category/top-employers-awards/top-employers-food-beverage/">https://www.diversityjobs.com/category/top-employers-awards/top-employers-food-beverage/</a></li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of Sysco's overall sales are in the SLED Segment *
21	What percentage of your sales are to the education sector in the past three years	Sysco currently services approx. 14% of the K12 segment across the USA. More segment specific sales data is contained in our annual report. *
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?	Sysco is a member of several COOPS. A more detailed list of these may be reviewed upon award. *
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?	Sysco holds several DLA, NAF, GSA and other Federal contracts. More details on these may be provided upon request and award *

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
University of Colorado	Shondel Baum	303-764-3421 *
University of California	Eric Pollack	505-913-9575 *
Oregon State University	Kerry Patterson	541-829-2232 *

**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 *	
Power Buying Group	Education	Florida - FL	Prime Vendor for PBG	\$125m Annually	New Customer	*
University of California	Education	California - CA	Prime Vendor for UC and CSU Campuses	\$80m Annually	\$80m Annually	*
SFE	Education	Arizona - AZ	Prime vendor for SFE in 25 States	\$100m Annually	\$100m Annually	*
AAFES	Government	District of Columbia - DC	Prime Vendor for many locations and bases across the USA	\$100m Annually	\$100m+ Annually	*
Cleveland Metropolitan Schools	Education	Ohio - OH	Prime Vendor	\$8m Annually	\$8m Annually	*



**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
26	Sales force.	Sysco has operations in all 50 states and employs over 65,000 associates in the US and Canada. 9,500 of these are involved in the sales force.
27	Dealer network or other distribution methods.	Sysco and its subsidiaries have over 300 locations across the USA and Canada.
28	Service force.	Sysco has over 8000 Trucks and trailers servicing our 250,000 customers.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Please see ordering procedures section of our Cover Letter. A live demonstration of our online ordering platforms may be arranged upon request.
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.	Each Customer is assigned to a local Sales Person. That sales person is supported through a variety of assets including a local manager and both online and love customer service. All customer service functions are monitored and measured against key KPI's to ensure maximum satisfaction.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sysco has operations and customers in all 50 States in the USA. Our Vizient/Omnia contract is available to all embers in these states.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	This offer is not available in Canada
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Canadian members may not utilize this agreement. Any member in the United States may use this agreement.
34	Identify any Sourcewell 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?	Federal Government Customers may not utilize this program without prior approval and mutual agreement is Sysco, Omnia Partners and our GPO partner Vizient.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are different markup and freight policies in place for Alaska and Hawaii viewable through the Vizient portal.

**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.	Sysco is committed to supporting the Sourcewell members and marketing to them via Omnia Partners. We have included information and details on this in our uploaded documents. We look forward to a more customer specific marketing plan once we are aware of the types of agencies and locations that they are in.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Sysco uses all forms of social media, Facebook, Instagram, twitter etc. We also have an extremely robust site at <a href="http://www.sysco.com">www.sysco.com</a> which has many details and information about our products and services.
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?	We are currently looking for a Lead Agency in the Higher Education Space. With this award we anticipate utilizing Sysco's national footprint to gain market share in this segment and help Sourcewell grow with our US and International operations.
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.	Yes we utilize Sysco Shop as our e procurement portal. We also integrate with many third party, customer owned applications. More information on this is in our Marketing Plan uploaded to this RFP response.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sysco offers our eNutrition program to assist our customers identify and utilize ingredients that meet their nutritional needs. This service is provided at No Charge. SYSCO offers onsite and in person Serve Safe classes at a slight cost for materials only. Sysco will conduct individual, customer specific trainings onsite or at our local operating site on current trends, culinary ideation and menu creation.
41	Describe any technological advances that your proposed products or services offer.	Sysco offer two online platforms for customer order entry. In addition Sysco interfaces with many third party systems for order processing and menu creation.
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.	Sysco is committed to a better future by utilizing multiple tools and tracking methods of our suppliers and internal operations. Much more detail including our current CSR report may be viewed here: <a href="https://investors.sysco.com/annual-reports-and-sec-filings/corporate-social-responsibility">https://investors.sysco.com/annual-reports-and-sec-filings/corporate-social-responsibility</a>
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.	Sysco provides this information on the items that we inventory at our local Sites. These attributes are listed on our online ordering platform
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.	Sysco has a robust effort to utilize minority owned suppliers and vendors. A full recap of Sourcewell members purchases with these suppliers can be provided upon request. Sysco participated and tracks information on Tier 1 suppliers only at this time.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Sysco Western MN Customer Events We hold multiple customer events both at our facility and off-site locations. We would encourage your attendance at the events that fit your product needs. Some of these events include Food Expos that are tailored to specific customer types, industry speakers, etc.</p> <p>Rebate Tracking We track rebates for you with 100% redemption.</p> <p>Coupon Tracking We automatically track all coupons for our customers. Every coupon that we know about is tracked and sent to our customers to send into the manufacture for payment.</p> <p>Marketing Support We at Sysco Western MN, are here to help you with anything from menu design, special event signage, and table tents. We continue to update our technology with new MAC computers and laser color printers to meet the needs of our customers quickly and at a reasonable cost.</p> <p>Culinary Training Center The Sysco Western MN Test Kitchen and meeting area is available for staff training, meetings, product cuttings and other customer needs.</p> <p>Culinary Consultant: Howard Smith Howard started in the foodservice industry in 1984 working as a dishwasher and has worked in every aspect pertaining to foodservice operations. He has completed continuing education courses at the Culinary Institute of America in Hyde Park, New York and has created and designed menus, developed and designed recipes. He has also done food photography for presentation pictures and ice sculptures for display. Contact us to see how Howard can be utilized to help you.</p> <p>Supplies on the Fly: S&amp;E 150,000 items from a spatula to a walk-in cooler. If you are looking for it, we've got it. This is a great opportunity for the facilities to get new equipment at a great price. They also have a great bid department for any large-scale needs.</p>	*
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### Table 9A: 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?	Sysco is a distributor and as such does not warrant the use of our products, parts and labor. This does not apply to our business.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A	*
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?	N/A	*
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?	N/A	*
51	What are your proposed exchange and return programs and policies?	Our return Policy is included in the attachments.	*
52	Describe any service contract options for the items included in your proposal.	N/A	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	In non Pandemic times we strive to achieve a 99% or better fill rate as spelled out in our Vizient MDA. During Covid Pandemic times this is a challenging metric however we are proud of the work that we are doing in this area.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer tot he Vizient MDA for the specific service guarantees that would be available to the Sourcewell members.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	All Customers will need to submit a standard credit application. Typically we extend net 30 terms to public education entities. Forms of Payment are limited to Company Check or ACH. No Credit Cards or P Cards may be used for payment
56	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
57	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.	Credit applications are submitted online via our internal application program. This and a demonstration of our sysco shop platform are detailed in our cover letter and may be demonstrated in person upon request.
58	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?	Sysco accepts company check and ACH for payment.

**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Not Applicable. Our pricing is based on a cost plus model. The cost of goods is fluid in this area and our markup is applied tot he cost of goods as we receive them or Vizient Contracts provide for.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Not Applicable
61	Describe any quantity or volume discounts or rebate programs that you offer.	Order size discounts are available as well as brand and fast pay. These are outlined in our Cover Letter
62	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.	All Vizient Contracted items are identified in our ordering systems with a specific ICON.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of our pricing includes cost of goods and transportation tot the customers location via Sysco vehicles.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any special order or drop ship items will have freight identified and agreed to with customer prior to orders being placed.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and the lower 48 states are all operated with our standard Vizient MDA.  Hawaii has a separate MDA that may be reviewed Via the Vizient Awarded Supplier Portal.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Our Markup over 8.75% over our costs as defined in the offer letter. We do offer a Order Size incentive as detailed below and in the offer letter. Individual Order Size Incentive \$ 1,800 - \$ 1,999 0.65% \$ 2,000 - \$ 2,499 0.75% \$ 2,500 - \$ 2,999 1.00% \$ 3,000 - \$ 3,499 1.50% \$ 3,500 - \$ 4,499 1.75% \$ 4,500 - \$ 4,999 2.00% \$ 5,000 - \$ 7,499 2.25% \$ 7,500 - \$ 9,999 2.50% \$ 10,000 - \$ 14,999 3.00% \$ 15,000 - or more 3.25%

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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.	3. Price Audits and Price Discrepancy Reports. 3.1 Price Audits. Primary Customer will be allowed one (1) annual price audit at each delivering Operating Company for purchases made under this Agreement. If Sysco is establishing its Cost for Contracted Products at the corporate office for participating Operating Companies, then the price audit shall occur at one Operating Company location selected by Primary Customer. The price audit will consist of reviewing computer reports generated by Sysco documenting Sysco's calculation of Customer's invoice price and the participating Operating Company's delivered Cost. If requested, applicable Supplier invoices and accompanying freight invoices will also be made available. Supplier invoices consist of invoices from third party suppliers or from Affiliates, SMS or a Specialty Company, as applicable. Price audit adjustments, if applicable, will be made utilizing the net of undercharges and overcharges to the Customer. Any net overcharge adjustments paid to Primary Customer that result from overcharges to Related Customers, shall be forwarded by the Primary Customer to the applicable Related Customers unless Primary Customer is otherwise legally entitled to

		<p>retain such adjustments. The price audit process is subject to the following:</p> <p>3.1.1 Primary Customer must request a price audit in writing at least twenty (20) business days prior to the suggested date of the price audit and must identify not more than fifteen (15) items to be price verified and the period covered;</p> <p>3.1.2 The date and time of price audit must be to the mutual agreement of Primary Customer and the delivering Operating Company;</p> <p>3.1.3 The price audit will be made at the delivering Operating Company's location;</p> <p>3.1.4 Support for the price audit may not be copied, photographed, transmitted, or removed from the delivering Operating Company location where the price audit is conducted;</p> <p>3.1.5 The period for which pricing is to be verified will not begin more than three (3) months prior to the date of the price audit, and will cover only one pricing period; and</p> <p>3.1.6 In no event will pricing be corrected for more than six (6) months prior to the date of the price audit.</p> <p>3.2 Price Discrepancy Reports. During the price discrepancy reports process, Sysco will review all Contracted Product purchases for over- and under-billings and adjustments will be made accordingly. Price discrepancy reports will not involve additional on-site visits and/or access to supplier invoices. Due to the extensive time and complexity associated with computer-generated price discrepancy reports by or on behalf of Customers or any third party provider on Contracted Products, Sysco will only complete price discrepancy reports subject to the following:</p> <p>3.2.1 Requests for price discrepancy reports must contain all information required by Sysco, including: (i) Sysco invoice and item information, (ii) expected Supplier Guaranteed Distributor Cost, (iii) expected Contracted Product margin [mark-up], (iv) description of Supplier Agreement, (v) expected Sell Price, and (vi) invoiced Sell Price;</p> <p>3.2.2 The period for which pricing is to be reviewed will not begin more than three (3) months prior to the request date of the electronic audit;</p> <p>3.2.3 Only Contracted Products covered by a Supplier Agreement will be reviewed;</p> <p>3.2.4 Primary Customer must allow at least thirty (30) business days to complete the review of the Price Discrepancy Report; and</p> <p>3.2.5 Sysco will return the Price Discrepancy Report on the Sysco Price Discrepancy Report Form.</p>
69	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.	Sysco will provide reporting on service levels, fill rate, pricing and inventory utilization in accordance with customers preferences.

70	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.)	To support this proposal utilizing the Vizient Distributor Agreements through OMNIA Partners, OMNIA Partners agrees to pay Sourcewell a portion of the administrative fees generated and received attributable to the Sourcewell participants products purchased. Upon contract award, Sourcewell and OMNIA Partners will confirm and finalize the payment details, including timing and reporting.
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**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sysco offers Kitchen and Foodservice Equipment at www.suppliesonthefly.com. A sample login and password is included in our marketing plan for you to view our vast offering of over 100,000 items.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sysco can provide goods and services that any restaurant or food service operation can possibly utilize.

**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
73	Food products: Grocery – Dry, Refrigerated, Frozen; Beverages; Dairy; Meat/Poultry; and, Fresh Produce	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sysco has over 12,000 items in these categories available.
74	Related supplies: Paper products and disposables; janitorial and chemical supplies, small wares, serving equipment and tabletop items; and, kitchen equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sysco has over 12,000 items in these categories available.
75	Related technology and services: Food service-related software or technology solutions and services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sysco offers our customers several online solutions. These are detailed in our Marketing Plan

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
76	Describe your out-of-stock/backorder, special orders, and product substitution policies.	<p>Out of stocks Report is sent to the customer the day prior to the customer at 9 a.m. I have attached a report of an example. To the far right it shows when the product is due in.</p> <p>The foodservice director and myself or Account coordinator works with the response from the foodservice director if subs are needed, or If order needs to be rekeyed. We only make subs for the district as they request.</p>
77	Describe your product recall policies and processes.	<p>As the global leader in selling, marketing and distributing food products to restaurants, healthcare and educational facilities, Sysco takes pride in the quality and safety of the products we offer to our customers. However, on rare occasions, there are food safety or quality issues that require your immediate attention. We want to communicate these urgent messages to you as quickly as possible to protect your customers and your brand, and to comply with regulatory requirements. Sysco has deployed the Instant Recall™ solution to help meet these communication requirements. How does it work?</p> <p>In case of a recall or withdrawal, the Instant Recall interactive telephone system will contact your location to provide specific information and instructions. The information typically included is: the name of the product being recalled with corresponding item codes, the reason for the</p>



		<p>recall, the affected lot numbers, the size of container, best by dates, etc. The message may also provide detailed instructions on how to dispose of the product, order replacement products or receive credit for products that are affected.</p> <p>When Instant Recall™ calls you, it is important that you listen to the entire message. The system may continue to call you until you hear the complete message and confirm that you understand the instructions.</p> <p>Calls from Instant Recall™ will come from the following number: 1-866-314-0788</p> <p>Who should take the call? The system will ask to speak to a person responsible for handling product recalls at your location, such as the manager on duty or the dietary/kitchen manager. The system will ask for that person at the beginning of the call and wait until he or she comes to the phone. The responsible person confirms that they are the right person to take the call by pressing "1" on their telephone keypad. The call then proceeds with the message and questions.</p> <p>What do I do if I get the call on my voice mail? The system is configured to leave a message with a toll-free number to call to retrieve the full details of the missed call. When you call the toll-free number, the system will try to recognize you based on the number from which you are calling, but may prompt you to enter your location's main phone number if you are calling from the number other than the main location phone number. Calling the toll-free number will mark your location as "notified", which prevents any further automated phone calls regarding this issue to your location.</p> <p>How do I utilize the pause, rewind and replay functionality? To ensure that you have the opportunity to capture all the necessary details communicated by the automated telephone call, you may utilize the system's pause and rewind functions. Similar to the buttons on a DVR or other recording devices, you can use your telephone keypad to control the playback of the message. You can press "4" to rewind, or "5" to pause or resume the message. In addition, you will be given the option to hear the information repeated at the end of the message. You may also call the toll-free hotline provided with the message to hear the details of the communication again and to report the affected product quantities.</p> <p>What steps do I need to take at my place of business related to Instant Recall? Please post the attached multi-lingual notices and this letter in the office or other appropriate place at your business location to inform your staff of this important food recall and withdrawal notification system. Please keep these materials posted, and include them in your training programs, to keep your staff informed and ready to act in an event of a product recall affecting your location. If you have any questions or feedback about the Instant Recall system, please contact your Sysco representative.</p>
78	Describe your company's capabilities with fresh produce. How are local produce sources identified?	Sysco has both Broadline and FreshPoint produce options. Our customers can rest assured knowing that Sysco is the largest provider of local produce in the USA.
79	Describe how your company will handle a participating entity that has manufacturer agreements in place.	Sysco will compare the local agreement with the GPO agreement and utilize whatever program is most beneficial to the member
80	Describe how participating entities will access nutritional and product information, inventory, and product ordering.	Sysco offers both eNutrition and Sysco Shop to give our customers information about the nutritional attributes of the products they purchase and use from Sysco.
81	Describe your company's experience with multiple delivery locations for the same entity.	Sysco services multiple customers with a variety of delivery options including large Colleges and Universities, Healthcare and other non-commercial entities. Sysco will work with the local customers to identify their needs and the very best delivery solution to meet them.

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell - Non K12 Cover Letter - Please Read First.pdf - Tuesday April 05, 2022 12:03:59
  - [Financial Strength and Stability](#) - Sysco 2020 Annual Report.pdf - Tuesday April 05, 2022 11:30:48
  - [Marketing Plan/Samples](#) - Sysco Overview and Marketing Plan.pdf - Tuesday April 05, 2022 11:29:03
  - [WMBE/MBE/SBE or Related Certificates](#) - Sysco Sourcewell Exceptions.pdf - Tuesday April 05, 2022 11:46:59
  - [Warranty Information](#) - Credits and Returns Policy.pdf - Tuesday April 05, 2022 11:43:13
  - [Standard Transaction Document Samples](#) - Additional Docs.zip - Tuesday April 05, 2022 11:31:18
  - [Upload Additional Document](#) - Sysco 2020 CSR Report.pdf - Tuesday April 05, 2022 11:31:46

## 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. - Tom Lyons, VP Education, Sysco Corporation

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
<b>Addendum_2_Food_Products_Distribution_(other than SFA)_RFP_040522</b> Fri February 18 2022 04:43 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Food_Products_Distribution_(other than SFA)_RFP_040522</b> Tue February 15 2022 10:21 AM	<input checked="" type="checkbox"/>	2