



The Cooperative Purchasing Network

**Foodservice Equipment, Smallwares, Parts,  
Design and/or Installation**

**Solicitation Number 13-12**

***CKEP, LLC***

**(Cooperative Kitchen Equipment Procurement)**



## **APPENDIX A**

### **VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form ("Contract") is made as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of \_\_\_\_\_ **Foodservice Equipment, Smallwares, Parts, Design and/or Installation** ("the products and services").*

#### **RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

#### **ARTICLE 1- GENERAL TERMS AND CONDITIONS**

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure:**

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “Per TCPN Contract.”
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

**ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

- 2.1 Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC’s intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

**ARTICLE 3- REPRESENTATIONS AND COVENANTS**

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3 **Offeror’s Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

**ARTICLE 4- FORMATION OF CONTRACT**

4.1 **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor’s contract document shall not become part of Region 4 ESC’s contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

- 4.2 **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5 **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7 **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
  - General terms and conditions
  - Specifications and scope of work
  - Attachments and exhibits
  - Documents referenced or included in the solicitation
- 4.8 **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

## **ARTICLE 5- TERMINATION OF CONTRACT**

- 5.1 **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- I. Providing material that does not meet the specifications of the contract;
  - II. Providing work and/or material that was not awarded under the contract;
  - III. Failing to adequately perform the services set forth in the scope of work and specifications;

- IV. Failing to complete required work or furnish required materials within a reasonable amount of time;
- V. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- VI. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

## **ARTICLE 8- BILLING AND REPORTING**

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name  
 TCPN Report  
 Month of \_\_\_\_\_

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total \_\_\_\_\_

**ARTICLE 9- PRICING**

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.  
  
 Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.  
  
 It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees of **four percent (4 %)** to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

#### **ARTICLE 10- PRICING AUDIT**

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

#### **ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS**

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.



- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

## ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- “Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.”
- 13.2 **Disclosures**: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.
- The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.
- 13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations**: It is the Offeror’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a

vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledge and Acceptance to Region 4 ESC’s Open Record Policy” form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

**VENDOR CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name CKEP, LLC

Address 6020 Greenwood Plaza Blvd., Suite 100

City/State/Zip Greenwood Village, CO 80111

Telephone No. 303.801.0667

Fax No. 303.801.0645

Email address mnatarajan@ckepllc.com

Printed name Madhu Natarajan

Position with company CEO

Authorized signature 

**Accepted by The Cooperative Purchasing Network:**

Term of contract September 1, 2013 to August 31, 2014

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

  
Region 4 ESC Authorized Board Member

8/27/13  
Date

Hugh C. Hayes  
Print Name

  
Region 4 ESC Authorized Board Member

8/27/13  
Date

Andy Reyes  
Print Name

TCPN Contract Number R131201

## **Appendix D:**

### **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

- We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## **FACILITY SOLUTIONS SPECIAL TERMS & CONDITIONS**

### **TCPN Certified Proposal Number Process**

- Email all requests for Certified TCPN Proposal Numbers to [FacilityProposals@tcpn.org](mailto:FacilityProposals@tcpn.org)
- All proposal numbers requests must be submitted ***and*** a proposal number received ***before*** you present it to your potential customer.
- You will have a response with a Certified TCPN Proposal Number within 24 hours.
- If you have an emergency and need a proposal number sooner, please call any member of the Facility Management team and we will help you.
- Simply send an email that states the following:
  - Contract # (only if you hold more than one contract)
  - City/State
  - Official Name of Entity
- Include the proposal number and TCPN Official Contract Holder seal of approval on all proposals. Feel free to use the attached form for your convenience.



Proposal # \_\_\_\_\_

Dear Valued TCPN Member/User:

We appreciate your consideration in accessing and using a TCPN-awarded contract. As you are aware, we take each and every awarded vendor through a very transparent and competitive process. We continue to look for methods to better serve our customer. We have recently implemented a program where all Facility Contract holders must register and receive a Certified TCPN Proposal Number that must be displayed prominently on the proposal(s) you are to receive. We feel this ensures compliance and adherence to the terms and conditions under the contract awarded to:

\_\_\_\_\_.

TCPN is tracking Facility transactions from the initial proposals to the completion of projects. In receiving this proposal, we ask you to verify that the Certified TCPN Proposal Number is included.

TCPN has assembled a specialized Facilities Management Team that stands ready and willing to verify and support our vendors in performing and meeting all obligations of services and duties promised to your organization. Please see our website at [www.tcpn.org](http://www.tcpn.org) to contact our team members in serving your needs.

Thank you for your potential business and remember to only accept proposals with a Certified TCPN Proposal Number.

Sincerely,

The TCPN Facilities Management Team

**FACILITY SOLUTIONS SPECIAL TERMS & CONDITIONS**  
**VENDOR ACCEPTANCE FORM**

This document acknowledges that you have received and agree to the details, directions and expectations of the Certified TCPN Proposal Number process.

Date: July 15, 2013

RFP Number: Solicitation Number 13-12

Company Name: CKEP, LLC

Printed Name: Madhu Natajaran

Signature: 



**Tab 2:**

**Questionnaire**

**Appendix E:**  
**QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

**1. States Covered**

Offeror must indicate any and all states where products and services can be offered.

**Please indicate the price co-efficient for each state if it varies.**

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

**All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

**2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (MWBE) and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an MWBE or HUB certified.

**a. Minority/Women Business Enterprise**

Respondent certifies that this firm is an MWBE Yes No

**b. Historically Underutilized Businesses**

Respondent certifies that this firm is a HUB Yes No

**3. Residency**

Responding Company’s principal place of business is in the city of Greenwood Village State of Colorado

**4. Felony Conviction Notice**

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

**5. Processing Information**

Company contact for:

Contract Management

Contact Person: Rick Levis  
 Title: Director of Sales  
 Company: CKEP, LLC  
 Address: 6020 Greenwood Plaza Blvd., Suite 100  
 City: Greenwood Village State: CO Zip: 80111  
 Phone: 505.228.7665 Fax: 303.801.0645  
 Email: rlevis@ckepllc.com

Billing & Reporting/Accounts Payable

Contact Person: Louis Puissegur  
 Title: CFO  
 Company: CKEP, LLC  
 Address: 826 Focis Street  
 City: Metairie State: LA Zip: 70005  
 Phone: 504.836.0560 Ext. 1701 Fax: 303.801.0645  
 Email: lpuissegur@ckepllc.com

Marketing

Contact Person: Kristofer Bain  
 Title: VP National Accounts  
 Company: CKEP, LLC  
 Address: 6020 Greenwood Plaza Blvd., Suite 100  
 City: Greenwood Village State: CO Zip: 80111  
 Phone: 303.801.0651 Fax: 303.801.0645  
 Email: kbain@ckepllc.com

**6. Distribution Channel:** Which best describes your company’s position in the distribution channel:

- Manufacturer direct       Certified education/government reseller  
 Authorized distributor       Manufacturer marketing through reseller  
 Value-added reseller       Other \_\_\_\_\_

**7. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

Yes     No

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

- Pricing submitted includes the required administrative fee.  Yes     No

*(Fee calculated based on invoice price to customer)*

- Additional discounts for purchase of a guaranteed quantity?  Yes     No

**8. Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Not Applicable			

**Tab 3:**

# **Company Profile**

**Appendix F:**  
**COMPANY PROFILE**

Please provide the following:

1. Company's official registered name.

The company's official registered name is CKEP, LLC.

2. Brief history of your company, including the year it was established.

CKEP was established in 2013 specifically for TCPN and Region 4 ESC. This company is a unique collaboration between FoodServiceWarehouse.com, LLC (FSW), United Restaurant Supply, LLC, (URS) and Pride Marketing & Procurement, Inc. To completely understand the partnership and the strength behind CKEP the following is a brief history of the entities involved:

FoodServiceWarehouse.com, LLC -

Operating a foodservice organization is a complex and risky endeavor. It can be logistically complicated and fast paced. Since it is critical that everything in a foodservice organization operate smoothly and efficiently, choosing the right equipment provider for the job can be a daunting task.

After exploring the online offerings of existing foodservice supply and equipment retailers, combined with the frustration in the lack of useful information available, an idea was borne: create a world-class Web site where operators of foodservice organizations of all types could learn everything they need to know about outfitting their operation. Then, combine this information with an online catalog of equipment and supplies from the world's best-known brands, empowering customers to make their own organizations more successful. In the summer of 2006, FoodServiceWarehouse.com was founded to meet this pressing need in the marketplace.

Since FSW's founding, the company continues to innovate, growing into the premier distributor of foodservice supplies and equipment to organizations of all types throughout the U.S. FSW has become the leader in driving down procurement costs for our clients through the combination of ease of ordering, exceptional service levels, on-time delivery, competitive pricing, and a variety of value added-services. The FSW Buying Experience truly provides our clients the best value for their

foodservice supply and equipment-buying dollar.

The solid infrastructure, financial strength and talented management and staff of FSW has poised our company to aggressively launch into strategic vertical markets in a manner that provides the best value for our clients while enhancing FSW's service opportunities.

United Restaurant Supply, LLC –

United Restaurant Supply has been in business in Colorado for 41 years. During that time we have provided quality commercial kitchen equipment and supplies to a variety commercial kitchens in restaurants, hospitals, prisons, schools, assisted living facilities, nursing homes, colleges, universities, churches, service clubs, bars and taverns. Collectively, our sales force has over 300 years of experience in the foodservice industry. Specifically, our contract sales/design team has over 100 years of experience in designing and servicing new construction projects all over the United States.

Pride Marketing & Procurement, Inc. –

In 1989, a small group of dealers set out to develop the premier marketing and procurement company in the foodservice equipment and supplies industry. These dealers wanted to go beyond what was currently being done in the industry and the end result was PRIDE.

PRIDE is a member-owned organization comprised of over 125 foodservice equipment and supplies dealers from around the United States and Canada. It connects dealers with manufacturers to promote partnerships and commerce between them. PRIDE also provides several valuable marketing, financing, and information technology services for its dealers.

3. Company's Dun & Bradstreet (D&B) number.

CKEP - #078884570

FoodServiceWarehouse.com, LLC - #800765211

United Restaurant Supply, LLC - #064073463

4. Corporate Office Location.

CKEP, LLC

6020 Greenwood Plaza Blvd.

Suite 100

Greenwood Village, CO 80111

- List the total number of sales persons employed by your organization within the United States, broken down by market.

CKEP, LLC provides a single point of contact to coordinate the efforts of its 125 dealer member locations nationwide. Collectively, the CKEP membership has approximately 650 local sales representatives and 6 national sales representatives. The national sales team will act as the central, single point of contact for the TCPN member to coordinate the efforts of the local dealer members as needed.

### CKEP Dealer Member Locations



- List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

### CKEP Main Locations

CKEP, LLC has five main locations in addition to the 125 member locations to support the TCPN member clients.

**Corporate Office:**  
 6020 Greenwood Plaza Blvd.  
 Suite 100  
 Greenwood Village, CO 80111



*Key Contact:*  
Kristofer Bain, VP National Accounts  
Phone – 303.801.0651  
Email – [kbain@ckepllc.com](mailto:kbain@ckepllc.com)

**Accounting Office:**  
826 Focis Street  
Metairie, LA 70005

*Key Contact:*  
Louis Puissegur, CFO  
Phone – 504.836.0560 Ext. 1701  
Email – [lpuissegur@ckepllc.com](mailto:lpuissegur@ckepllc.com)

**Distribution Center – Denver, CO**  
13450 E. Smith Road  
Suite 200  
Aurora, CO 80011

*Key Contact:*  
Kristofer Bain, VP National Accounts  
Phone – 303.801.0651  
Email – [kbain@ckepllc.com](mailto:kbain@ckepllc.com)

**Distribution Center – Colorado Springs, CO**  
725 Clark Place  
Colorado Springs, CO 80915

*Key Contact:*  
Rick Levis, Director of Sales  
Phone – 505.228.7665  
Email – [rlevis@ckepllc.com](mailto:rlevis@ckepllc.com)

**Distribution Center – Kansas City, MO**  
8800 NE Underground Drive  
Pillar Number 136e  
Kansas City, MO 64161

*Key Contact:*  
Kristofer Bain, VP National Accounts  
Phone – 303.801.0651  
Email – [kbain@ckepllc.com](mailto:kbain@ckepllc.com)

7. Please provide contact information for the person(s) who will responsible for the following areas, including resumes:

- a. Sales
- b. Sales Support
- c. Marketing
- d. Financial Reporting
- e. Executive Support

## **CKEP Key Contacts**

### **Sales:**

Rick Levis, Director of Sales  
Phone – 505.228.7665  
Email – [rlevis@ckepllc.com](mailto:rlevis@ckepllc.com)

“Rick Levis has over 34 years experience in the foodservice industry. He has held a variety of positions over his career, which includes commercial refrigeration, ice & beverage dispensers, manufacturers representative, and top-level sales positions for FE&S dealers. His career path ultimately led him to TCPN when he was an awarded vendor for six years. He has established a great reputation in the industry with his wealth of knowledge and understanding of commercial foodservice. He looks forward to building on his experience with TCPN and cooperative purchasing.”

### **Sales Support:**

Kristofer Bain, VP National Accounts  
Phone – 303.801.0651  
Email – [kbain@ckepllc.com](mailto:kbain@ckepllc.com)

“Kristofer Bain has about 10 years experience in technology and the foodservice industry. He has work experience in both food distribution and equipment & supplies. He began his career as a consultant in B2B web commerce solutions. He has held a variety of positions from sales and marketing to information systems. The experience he acquired in food distribution along with the equipment & supplies has provided him a unique perspective on the industry as a whole. He looks forward to working with the TCPN membership and growing together to develop new, innovative systems for cooperative procurement.”

### **Marketing:**

Kristofer Bain, VP National Accounts  
Phone – 303.801.0651  
Email – [kbain@ckepllc.com](mailto:kbain@ckepllc.com)

### **Financial Reporting:**

Louis Puissegur, CFO  
Phone – 504.836.0560 Ext. 1701  
Email – [lpuissegur@ckepllc.com](mailto:lpuissegur@ckepllc.com)

“Louis Puissegur has over 20 years experience in finance and accounting. He began his career as an auditor for LaPorte in New Orleans, LA. After a few years of business auditing he obtained his CPA and joined Pride Marketing & Procurement as an accountant. During his time with Pride he has successfully managed payments of \$2 to \$3 billion dollars and manages approximately \$1 billion a year in sales transactions. As CFO for Pride he has a great understanding of the industry and his experience has helped grow Pride into the success that it is today.”

### **Executive Support:**

Madhu Natarajan, CEO  
Phone – 303.801.0667  
Email – [mnatarajan@ckepllc.com](mailto:mnatarajan@ckepllc.com)

“Madhu Natarajan has an acute understanding of the foodservice industry empowering him to achieve unprecedented growth with FoodServiceWarehouse.com. During his seven-year tenure in the industry he has quickly garnered the respect of many as a leading expert in sales. His leadership and success with FSW has innovated the industry and earned him tremendous respect for his capabilities. He began his career as a system administrator for Pride Marketing & Procurement and quickly was promoted to director of information systems. After gaining valuable insight and mentorship was given the opportunity to start FSW. He is excited about the opportunities with TCPN and looks forward to leveraging his experience to help support the growth of cooperative purchasing.”

Roger Boyles, President  
Phone – 719.574.3200  
Email – [rboyles@ckepllc.com](mailto:rboyles@ckepllc.com)

“Roger Boyles has over 30 years experience in the foodservice equipment & supply industry. United Restaurant Supply is a family owned business he help build over the years. Roger has worn many hats during his career providing him a foundation for the role he has today in leading URS. His understanding of foodservice distribution and operations provided him the know-how to be successful as a dealer. URS is well respected and regarded as a premiere contract design company in part because of Rogers’s dedication to his business, employees and the

community. He is committed to supporting the TCPN contract by imparting the valuable wisdom he has gained over the years.

8. Define your standard terms of payment.

CKEP's standard terms of payment include the following:

- Open Account: Net 30 Terms
- Credit Cards: Visa, MasterCard and American Express
- ACH
- Wire Transfer
- Check by Mail or Phone

9. Who is your competition in the marketplace?

CKEP, LLC competitors range from traditional brick and mortar distributors to online dealers. The foodservice equipment and supply industry as a whole is fragmented in both manufacturing and distribution. As such a select number of large volume dealers and hundreds of smaller volume, more regional dealers, dominate the industry.

Major large volume competitors include: Clark Foodservice & Webstaurant Store, Wasserstrom, Edward Don, TriMark, and Ace Mart.

Collectively the sales revenue of FoodServiceWarehouse.com and United Restaurant Supply as CKEP places it within the top 10 dealers in the foodservice industry.

10. Overall annual sales for last three (3) years; 2010, 2011, 2012.

FoodserviceWarehouse.com, LLC

- 2010 - \$35,614,000
- 2011 - \$54,505,000
- 2012 - \$76,818,000

United Restaurant Supply, LLC

- 2010 - \$12,932,000
- 2011 - \$12,625,000
- 2012 - \$12,339,000

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2010, 2011, 2012.

FoodserviceWarehouse.com, LLC

- 2010 - \$1,778,000
- 2011 - \$2,718,000

- 2012 - \$3,538,000

United Restaurant Supply, LLC

- 2010 - \$3,636,000
- 2011 - \$4,041,000
- 2012 - \$2,761,000

12. What is your strategy to increase market share?

The tremendous growth of FoodServiceWarehouse.com and the long, successful history of United Restaurant Supply is a result of an acute understanding of the industry and responsiveness of the companies to act on ever-changing customer demand.

CKEP's strategy to increase market share among the TCPN membership will be predicated on the same proven principles of FoodserviceWarehouse.com and United Restaurant Supply. CKEP will leverage its comprehensive foodservice industry knowledge, experience in cooperative procurement contacts and superior technological platforms to deliver a unique and targeted experience to the TCPN member clients. The knowledge, experience and technology combined with the purchasing power of CKEP will ensure success in increasing market share year over year.

13. What differentiates your company from competitors?

CKEP's key points of differentiation include industry-leading innovation in technology, experience in cooperative procurement, and network of dealer members throughout the nation. The significant investment in technology along with a relentless pursuit to revolutionize foodservice supply has resulted in tremendous efficiencies in product fulfillment, reduced operational costs and increased customer satisfaction. CKEP, unlike its competitors, has the ability to quickly respond to ever-changing customer demand and market conditions by delivering new value-added solutions first.

14. Describe the capabilities and functionality of your firm's on-line catalog/order web site.

All TCPN Member Clients will use our online portal called *OrderUp*.

*OrderUp* is a groundbreaking, web-based order management solution designed specifically for our multi-location clients. Using innovative technology, this online system provides an easy ordering experience, advanced business management solutions and the highest level of web-

based security.

To use *OrderUp*, TCPN Member Clients need only to point their browsers to [www.CKEPLLC.com](http://www.CKEPLLC.com), log in to the customized order entry web portal and begin placing orders. Order and shipping confirmations are automatically sent to each TCPN Member Client, as applicable.

The screenshot shows the OrderUp web portal interface. At the top, there is a search bar and navigation links for 'Live Chat', 'Log Out', 'My Account', and 'My Cart'. The main content area is titled 'Welcome TCPN' and indicates the user is logged in as 'user@tcpn.org'. On the left, there is a 'Browse by Category' section under 'Treat America' with a list of product categories: Starter Kit Items (highlighted), Serving Utensils, Breakroom Equipment, Kitchen Supplies & Storage, Dispensers & Baskets, Coffee Supplies, Concessions, Janitorial, and Buffet Table - Soup Kit. The central area features the TCPN logo and a welcome message: 'Welcome to OrderUp, the premier order management solution for your foodservice operations.' Below this, it instructs users to choose products from the left sidebar and provides contact information for account managers at 1-877-877-9806. On the right, there is a 'My Account' section with links for 'My Account Settings', 'Order History', and 'Reporting', and a 'My Cart' section showing '0 items in your cart'. A 'Help & Info' section includes links for 'Return Policy', 'Shipping Policy', 'Contact Us', and 'Privacy Policy'.

**\*EXAMPLE – PAGE CUSTOMIZED TO TCPN**

**The key features and benefits of *OrderUp* include:**


- Product Accuracy
- Multi-Level Managerial Control
- Advanced Reporting
- Order Management
- Enhanced Security
- Custom-Fit Features


## PRODUCT ACCURACY

Ordering foodservice equipment and supplies online through the *OrderUp* web portal allows for superior product accuracy. TCPN Member Clients can see all of the specifications and product details to make the best possible purchasing decisions.

### Key benefits include:

- User-friendly navigation tools
- Two ways to access all product categories
- Detailed product information with imagery and specifications



Powered by 

Search


Home | My Account | View Cart
1-877-877-9806

---


**Order Receipt: Order #827215**


You are logged in as user@tcpn.org

Print This Page



The Cooperative Purchasing Network



Powered by 

1-877-877-9806

---

**Order Receipt**

Order Date: January 31, 2013

Order Number:

Payment Type: MasterCard  
ending in 5100



**Ship to:**

TCPN  
11280 West Road  
Houston, Texas 77065  
(888) 884-7695

**Bill to:**

TCPN  
11280 West Road  
Houston, Texas 77065  
(888) 884-7695

**Product Summary**

Item	Product Description	Unit Sale Price	Quantity	Item Total
	Matfer (341424) - 5-1/2" Charlotte Mold	<b>\$16.00</b> <small>TCPN Price</small>	1	<b>\$16.00</b>
	Matfer (341425) - 6-1/4" Charlotte Mold	<b>\$18.00</b> <small>TCPN Price</small>	1	<b>\$18.00</b>

**Product Subtotal: \$34.00**

**Shipping & Tax: \$7.99**

**Order Total: \$41.99**

Your order number is #827215. We have begun to process your order and will ship your items as soon as they are ready. To make sure your items get there as quickly as possible we may ship each item individually. If you have any problems with your order please call (1-877-877-9806) or email us at nationalaccounts@foodservicewarehouse.com.

## ***MULTI-LEVEL MANAGERIAL CONTROL***

*OrderUp* provides multi-level managerial control. Multi-location members can regulate the quantity of products each individual location is permitted to buy within pre-defined criteria.

### **Key benefits include:**

- Option to require managerial approval on a location-by-location basis
- Per order, per fiscal period and per item quantity limits available
- Set pre-defined ordering criteria for every item found on the TCPN *OrderUp* Portal

## ***ADVANCED REPORTING***

With *OrderUp*, TCPN Member Clients have access to their purchasing and shipping history. In addition, TCPN will have access to the entire purchasing history of its members utilizing the *OrderUp* system.

### **Key benefits include:**

- Real-time purchase analysis available at any time
- Historical purchase reports available at the click of a button
- Data available for the life of the TCPN contract



**ORDERUP** Powered by **FSW**

Search [ ] Search

Live Chat | Log Out | My Account | My Cart

Home **My Account** View Cart 1-877-877-9806

Welcome **TCPN**  
You are logged in as user@tcpn.org

Find Your Past and Current Orders: All Orders From the Past Year [ ] Find Order History OR Find Order Number: [ ] Find Order

**Reporting**

Monthly [ ] All Customers [ ] 2013 [ ] Start [ ] End [ ] View Report

**ORDER SUMMARY** **CATEGORY SUMMARY**

**CATEGORY SUMMARY**

Month: February 2013, March 2013, April 2013, May 2013, June 2012

Total Dollars: \$0.00, \$200.00, \$400.00, \$600.00, \$800.00

Legend: Restaurant Equipment, Bar, Cutlery, Janitorial, Kitchen, Disposables, Storage, Transport, Tabletop, Cleaning Supplies, Countertop Cooking

Export to PDF [ ] Export to Excel [ ]

**Categories**

Legend: Bar, Cutlery, Equipment, Janitorial, Kitchen, Measure, Misc., Miscellaneous, Storage, Table Top

Values: \$185.19, \$666.53, \$85.50, \$136.65, \$40.10, \$55.95, \$224.44, \$253.10

**Month**

Legend: January 2012, February 2012, March 2012, April 2012, May 2012, June 2012, July 2012, August 2012, September 2012

Values: \$353.06, \$645.63, \$268.40, \$62.86, \$375.40, \$246.23, \$26.40, \$9.90

**My Account**  
[My Account Settings](#)  
[Order History](#)  
[Reporting](#)

**My Cart** (0)  
0 items in your cart

**Help & Info**  
[Return Policy](#)  
[Shipping Policy](#)  
[Contact Us](#)  
[Privacy Policy](#)

## ORDER MANAGEMENT

Several order management tools are available through *OrderUp* that indicate to TCPN Member Clients the exact status of their orders.

### Key benefits include:

- 24/7 online access to order status and tracking information
- Ability to add, delete or change item quantities during check-out
- Email notifications sent when an order is placed and when it has shipped

## ***ENHANCED SECURITY***

Security is of the utmost importance to CKEP. *OrderUp* provides top-level security features to assure TCPN Member Client information is never compromised.

### **Key benefits include:**

- Login information based on email verification
- SSL security means your information is always protected
- Order history, pricing and other sensitive data is available to registered users only

## ***CUSTOM-FIT FEATURES***

Since each TCPN Member Client foodservice operation is different, *OrderUp* has adaptable features to fit the needs of each individual operation.

### **Key benefits include:**

- Personalized user experience based on login credentials
- Customizable product categories and pricing
- Custom built reporting based on specific operating needs

## ***RETURNS***

On occasion TCPN Member Clients may need to return merchandise. The *OrderUp* Portal provides the means to initiate a return of merchandise quickly and easily. Items that do not require special return requirements will be call tagged, returned and credited per the agreement between CKEP and TCPN. For items requiring special return requirements, TCPN Member Clients will receive personalized service from our dedicated Member Care Team to ensure that these returns are taken care of in the most cost-effective and client satisfying manner as possible.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

CKEP utilizes a modern, centralized customer service center to support the TCPN member clients called the Member Care Team. This single point of contact for customer service allows CKEP to provide a specialized experience to the TCPN membership. The center features a dedicated toll-free telephone number and email address for TCPN members only.

The Member Care Team is staffed with professional representatives trained on the specifics of cooperative procurement. The infrastructure of the team allows it to expand rapidly based on growth to ensure TCPN members receive a consistent, high satisfaction experience.

CKEP will leverage its Salesforce.com Enterprise CRM implementation to track every TCPN member interaction. The visibility provided by Salesforce.com along with recorded phone calls and emails will ensure CKEP is providing an extraordinary level of customer satisfaction.

Hours of Operation: 6 AM (MST) to 6 PM (MST), Monday through Friday.

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

CKEP has not been involved in any litigation, bankruptcy, or reorganization either presently or in the past.

FoodServiceWarehouse.com, LLC and United Restaurant Supply, LLC respectively have not been involved in any litigation, bankruptcy, or reorganization either presently or in the past.

### **Marketing / Sales**

17. Detail how your organization plans to market the contract within the first 90 days of the award date. This should include, but not limited to:

- a. A co-branded press release within the first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
  - i. TCPN and Region 4 ESC website
  - ii. Link to TCPN and Region 4 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

CKEP believes providing foodservice equipment, supplies, parts, installation, and design is a technical discipline that requires experience and expertise. The foundation of selling within this industry is helping our

customers identify the correct products and services for their application. Only selling and shipping off of a website creates a potential for customer dissatisfaction. However, when a powerful website is coupled with a highly trained sales team the opportunities for a great customer experience are realized. The wrong items, voltages or incorrect applications are all symptoms of a system that does not answer the customer's needs. To counter these issues, we will "over communicate" with the members to ensure that they are receiving exactly what they want.

**Communication:** We have a well-trained staff ready to completely discuss the requirements of the customer, as the User/Buyer is often not certain of what they need for their application. We have hundreds of videos and thousands of articles online for the members to access to learn more about the types of equipment and supplies available, how the product functions, the various applications for the products and how they are installed. After the purchase is made, we will follow up with the customer to make certain the item is what they expected.

**Website:** Our website is loaded with the equipment, supplies and parts specifications a typical foodservice operation will need. Our warehouses are stocked with these items to ship immediately to the members. When a member logs into our site they will be looking at products that are priced for the TCPN Contract, as the TCPN price will clearly be identified and displayed. Numerous videos are available within the website to better define the application for the products, how they are installed and how they are maintained.

**Conferences:** We will be participating in a number of conferences nationwide to market the Region 4 ESC/TCPN contract. We will attend the National School Nutrition Conference as well as many targeted state and local nutrition conferences. In addition, we plan to attend as many ASBO (Association of School Business Officials) Conferences as TCPN recommends. Should TCPN plan on doing any contract roll-out conferences, we will participate with TCPN as well. These efforts will help us focus on generating sales and expanding our customer base.

**Direct Mail:** To inaugurate our new contract with TCPN, we will utilize TCPN's extensive database by sending out a mailer encouraging the TCPN members to visit our website or call our dedicated team. New customers registering for the website will result in their contact information being recorded in our database. Once a new customer is active the CKEP Member Care Team will begin communicating with them regularly to establish a lasting relationship. We will also utilize direct mail prior to the above-mentioned conferences to pre-register attendees and entice them to visit us at the conference.

**Social Media:** In today's society the use of social media is becoming more and more prevalent. CKEP is dedicated to expanding its presence in social media and has devoted internal resources to managing it. Currently we participate in Facebook, Twitter, Google+, LinkedIn, Pinterest, & YouTube. In addition, we maintain a daily foodservice blog for our customers to view and participate with.

**Newsletter:** As our database of email participants grows we will email an ongoing newsletter to all TCPN members. This newsletter will include articles about new technology, new products, helpful "tips", special product offerings and new services being introduced in the foodservice industry. Our desire is that the newsletter will become a resource upon which all TCPN members can find relevant information related to their field of work.

**Collaboration:** We will help create and participate in Marketing Workshops with other TCPN Vendors. TCPN contract holders from various industries can learn how each contract holder has been successful marketing their contracts to their customers, which strategies have worked and which ones haven't been as successful. The results from such a gathering could only strengthen the Vendors and TCPN's performance.

**Coverage:** Because of our dealer member network, Pride Marketing & Procurement, we have access to 125 dealer/partners around the country from which we can elicit support. In most cases, the dealers maintain an excellent local inventory with delivery capabilities to provide quick response to TCPN members. A number of locations also provide design and installation departments that can assist TCPN member customers with those specific needs.

**Equipment, Supplies and Parts:** There will be occasions when a TCPN customer will need parts and/or supplies for equipment they currently own. We maintain two warehouses stocked with these everyday products available for immediate shipment. Should a member require a non-standard part, we maintain good relationships with some of the top manufacturers in the foodservice industry and can supply exactly what the member wants as quickly as possible.

**Installation:** Most equipment manufacturers have contracted service agents throughout the country that will assist us in installing equipment in any commercial kitchen. These same contracted service agents also stand ready to service and maintain this equipment should the members experience a failure. Installation and service will not be an issue with any members throughout the United States.

**Design and Contract:** Our resources for foodservice kitchen design are expansive. We are proud of these design services that serve schools, correctional facilities, hospitals, assisted living facilities, senior centers, snack bars and food banks. Our services include complete design assistance up to design approval. Once approved, we will produce a set of rough-in drawings that can be handed to a general contractor and sub-contractor.

Our Contract Department is a natural extension of the design. We have a complete staff of project managers that can take a contracted project from initial construction to the completed kitchen, ready to prepare food for customers and clients. We can install a complete kitchen from floor to ceiling anywhere in the United States.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

CKEP will use its understanding of the cooperative purchasing network to educate eligible entities of the benefits of TCPN membership.

As stated in the RFP, The Cooperative Purchasing Network's purpose is to "provide governmental and public entities opportunities for *greater efficiency and economy in procuring goods and services.*" This is the most important message that a TCPN vendor can impart to a prospective member.

The challenge of every vendor is to educate the public and private sector on the costs associated with purchasing by putting quotes out to bid. On top of these costs, too often the customer ends up doing business with someone who has "cheapened" the process by providing a product of lesser value.

TCPN and their awarded vendor provide a system in place that provides oversight in purchasing. The system is designed to reduce the cost of purchasing, provide products at a negotiated price, and ensure that the customer gets a quality product. The role of the vendor in this environment is to reach every potential member, and work to convert them from the antiquated process of putting all purchase requirements out to bid.

19. Explain how your company plans to market this agreement to existing government customers.

CKEP will take full advantage of the existing TCPN member client base by importing the client data into the Salesforce.com CRM software. This will allow CKEP the opportunity to accurately identify TCPN members and

provide a system to conduct targeted outbound calls and email marketing campaigns.

CKEP will establish a set of productivity goals for each sales person to contact TCPN member clients on a daily basis. In addition to outbound calling, a routine direct email campaign will be launched to keep the TCPN contact top of mind with existing customers.

20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

A strong implementation of this contract in the first 90-days is critical to its overall success. Education of CKEP employees will be paramount, as it will provide them the necessary skills to interact intelligently with TCPN member clients. All employees will receive training on the nomenclature and nuances of cooperative purchasing allowing them to accurately communicate the benefits afforded the client from the TCPN membership.

#### **A. Education:**

The Director of Sales will construct a process manual for the sales staff and conduct meetings explaining the intent of the contract, ensuring that the message is communicated clearly for each market segment. This information will be recorded for the benefit of future employees to understand how to deliver the message.

#### **Education Subjects:**

- Cooperative Purchasing:
  - Why it was started?
  - Why customers can benefit from this way of buying?
  - State statutes and the meaning of each.
  
- The Customer: A complete analysis of all market segments to be targeted.
  - Who are the decision-makers and what are their profiles?
  - What do you say when confronted with someone challenging compliant purchasing?
  
- Products:
  - What products will each segment purchase?
  - What are the important purchasing points or triggers for each segment?

- Pricing:
  - How to establish pricing?
  - What to do when you are working with a price only buyer?
  - How to use the website pricing guide?
- Closing the Sale:
  - How to close the sale and get the order!

## **B. Marketing to Members**

TCPN has a list of all of the entities that have purchased goods and services utilizing the current contract. By obtaining a copy of this list we can introduce our company to people that are aware of compliant purchasing. If an entity has used the contract, we need to identify those who have experience with the contract and ask them to "coach" those in the foodservice department who have not used compliant purchasing.

## **C. Direct Mail:**

A post card mailer will introduce the newest TCPN vendor within the first 90 days of the contract. The mailing list will come from TCPN and this piece will demonstrate the ease with which foodservice equipment may be purchased through CKEP. The mailer will have an enticement that if they contact CKEP they will win a prize.

## **D. CKEP Develops a Booth for Trade Shows:**

A trade show booth will be designed and procured so that CKEP can present professionally in national, state and regional foodservice shows throughout the United States. CKEP will work with TCPN marketing to identify best shows to attend for the balance of 2013 and plan for 2014.

## **E. Prospecting:**

Initially, CKEP will utilize a staff of six national sales people to contact prospective customers. They will have been trained to know exactly how to interact with the customers. Within the first 90 days, CKEP will be contacting as many entities as possible to educate them on cooperative purchasing.

21. Describe how you intend to train your national sales force on the Region 4 ESC agreement.

Training is vital to the success of the TCPN contract and CKEP will deploy the following methods to train its sales force on the intricacies of the Region 4 ESC agreement.



- **Sales Manual** – CKEP will develop a comprehensive sales manual and process flow documentation for the national sales force. This manual will clearly define the sales requirements for TCPN member clients and serve as a reference for CKEP personnel to utilize.
- **Video** – CKEP will utilize its video production capabilities to create a sales training video. The video will incorporate content from the sales manual and feature role-playing demonstrations on the proper technique for interacting with TCPN member clients.
- **Intranet** – CKEP will deploy an intranet site specific to the TCPN contract and default the sales staff's browsers to this site. This site will provide a central repository for an electronic version of the sales manual and videos. In addition, the intranet will provide a medium in which staff can be made aware of any updates or new developments regarding the TCPN member contract.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

CKEP agrees to provide Region 4 ESC its logo along with permission for the reproduction of the logo in marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$2,000,000 in year one  
 \$5,000,000 in year two  
 \$10,000,000 in year three

24. Are you interested in exploring additional value-add services for marketing and sales for a mutually agreed-upon fee?

Yes, CKEP has interest in exploring additional value-add services for marketing and sales for a mutually agreed-upon fee. CKEP's technology platform is ideal for maximizing marketing and sales for its own vendor contract and other vendor contracts awarded by TCPN.

The use of an enterprise CRM, robust fulfillment and reporting systems, deep knowledge of performance metrics, and understanding of "Big Data" allows the company to assimilate data points from multiple sources to spot new business trends. CKEP can import the contact database for the TCPN membership and overtime share back to TCPN and its other

vendors an improved contact list with clean, verified data that is continuously maintained to be current and relevant.

### **Administration**

25. Describe your company's implementation and success with existing cooperative purchasing program, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Rick Levis, Director of Sales for United Restaurant Supply LLC, became an awarded vendor of TCPN when he was General Manager of National Restaurant Supply, Albuquerque, NM, in 2004. His experience with TCPN and its members spanned six years. When TCPN was in its early stages of growth Rick contributed in building the framework of what TCPN is today. During that time Rick participated in numerous TCPN member "roll-outs", regional and national trade shows and marketing collaborations that benefited National Restaurant Supply and TCPN. Rick also participated in Region 4 ESC's Child Nutrition Expositions with Nancy Alford for three years as both an exhibitor and guest speaker.

Rick Levis will serve as Director of Sales for CKEP to drive the daily sales initiatives of the TCPN member contract.

26. Describe the capacity of your company to report monthly sales through this agreement.

CKEP will utilize Salesforce.com CRM and its proprietary order management system to track all interactions and sales generated by TCPN member clients. Custom reports will be implemented to generate both scheduled and on-demand reports for the TCPN and Region 4 ESC contract personnel.

27. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible location.

CKEP will utilize its Salesforce.com CRM, integrated IP telephone and email systems, and proprietary order management system to track all interactions with the TCPN member client. CKEP will establish clear key performance metrics and generate weekly reports to track overall sales progress. In addition, management reports, detailing billing reports by company name or location, call and email reports will be generated on a predefined schedule in electronic form to be emailed to all responsible parties.

28. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

The utilization of the CKEP *OrderUp* system will streamline the order process and allow CKEP to service a greater number of TCPN member clients both during normal business hours and off hours. CKEP will work closely with the TCPN member clients to educate them on the features and benefits of the *OrderUp* system to be self-sufficient in obtaining the TCPN pricing, placing orders, tracking statuses, and reviewing reports.

29. Are you interested in exploring additional value-add compliance and review services for a mutually agreed-upon fee?

Yes, CKEP is interested in exploring additional value-add compliance and review services for a mutually agreed-upon fee. CKEP's technology platform along with a profound understanding of "Big Data" and metrics optimally positions the company for compliance and review services. CKEP believes its reporting platform and analysis can be utilized in auditing and reviewing not only its own vendor contract, but also the other vendor contracts utilized by TCPN.

### **Green Initiatives**

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

30. Please provide your company's environmental policy and/or green initiative.

CKEP realizes the significant impact it has on the environment. As such it has adopted the following objective to help guide it's decision-making process.

Our objective is to reduce our impact on the environment through a commitment to continual improvement;

We will continue to work with our vendors to reduce their impact on the environment;

We do assess production, use and disposal associated with the main goods we use;

Our customers will be informed of the key issues involved in foodservice supplies so they can make informed purchases to reduce their impact on the environment.

To demonstrate our commitment to reducing our environmental impact the following programs have been implemented at our offices and distribution centers:

- **Smart Lighting** – Motion-censored lights control all CKEP offices and common areas. This greatly reduces the electricity consumption on a daily basis by automatically shutting off lights when people are not present.
- **Recycling Programs** – CKEP offices and distribution centers have implemented full recycling programs. This ranges from paper and plastic recycling in the offices and distribution centers.
- **On-Demand Packaging** – CKEP's main distribution center recently deployed Packsize ([www.packsize.com](http://www.packsize.com)) to reduce the amount of cardboard and packing material utilized to ship customers' orders. By creating a custom box for each order we have greatly reduced the cardboard material and void-fill consumed with each shipment. In addition, by reducing the space consumption on the delivery trucks have also reduced our carbon footprint.
- **Energy Efficient Equipment** – CKEP actively promotes energy efficient equipment. This equipment satisfies the Energy Star requirements and is designated by category and with the Energy Star logo.

#### **Vendor Certifications (if applicable)**

31. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

GSA Contract Holder: CKEP via FoodserviceWarehouse.com is a valid GSA contract holder. As of January 1, 2012 it was issued GSA contract #GS-07F-0182Y.

Additional business licenses are attached for CKEP, FSW, and URS.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**CKEP, LLC**

is a **Limited Liability Company** formed or registered on 07/10/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131399861.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/15/2013 that have been posted, and by documents delivered to this office electronically through 07/17/2013 @ 08:22:00.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/17/2013 @ 08:22:00 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8591518.

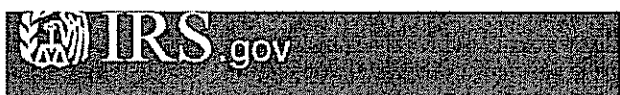


A handwritten signature in blue ink, reading "Scott Gessler", is written over a horizontal line.

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*



**EIN Assistant**

Your Progress:    1. Identity    2. Authenticate    3. Addresses    4. Details    5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: 46-3171251

Legal Name: CKEP LLC

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

**Help Topics**

[Can the EIN be used before the confirmation letter is received?](#)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**Foodservicewarehouse.com, LLC**

is a **Limited Liability Company** formed or registered on 07/21/2006 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20061298355.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/06/2013 that have been posted, and by documents delivered to this office electronically through 06/07/2013 @ 14:32:11.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 06/07/2013 @ 14:32:11 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8560910.



A handwritten signature in blue ink, appearing to read "Scott Gessler", is written over a horizontal line.

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**United Restaurant Supply LLC**

is a **Limited Liability Company** formed or registered on 10/25/2010 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20101584895.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/15/2013 that have been posted, and by documents delivered to this office electronically through 07/17/2013 @ 08:22:55.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/17/2013 @ 08:22:55 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8591521.



A handwritten signature in blue ink, appearing to read "Scott Gessler", is written over a horizontal line.

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*

STATE COUNTY RTD/CD  
COLORADO

Must collect  
taxes for:  
**SALES TAX  
LICENSE**

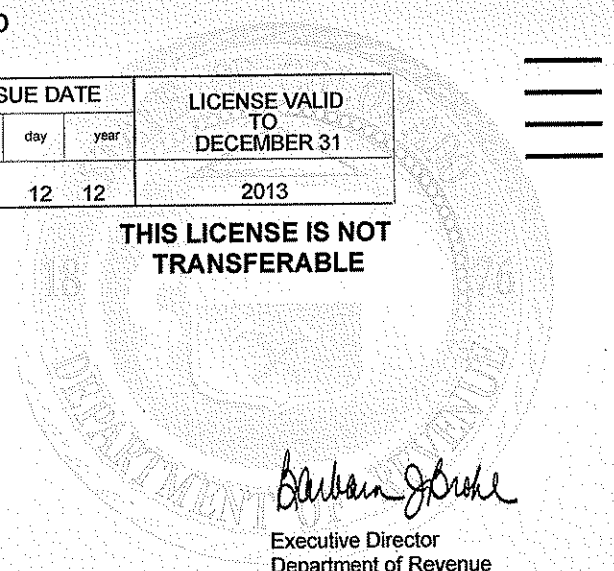
USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
04252472-0000	10	0034	014	L	070111	Jan	12	12	2013

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: FOODSERVICEWAREHOUSE.COM  
6020 GREENWOOD PLZ # 100 GREENWOOD VILLAGE CO  
80111-2471

**THIS LICENSE IS NOT  
TRANSFERABLE**



FOODSERVICEWAREHOUSE.COM  
6020 GREENWOOD PLAZA BLVD STE 100  
GREENWOOD VILLAGE CO 80111-2471



*Barbara J. Drake*  
Executive Director  
Department of Revenue

▲ **DETACH HERE** ▲

**IMPORTANT NOTICE**  
from the  
Colorado Department of Revenue

Please **VERIFY** that all information on your new sales license is correct. You can notify the Department of errors by calling (303) 238-SERV (7378), by e-mail at Customer Support on our web site [www.taxcolorado.com](http://www.taxcolorado.com) or by writing to:

Colorado Department of Revenue  
Denver CO 80261-0013

Preprinted forms will be mailed within six weeks. Tax reporting and payment are your responsibility whether or not you receive your returns before the filing deadline. Blank tax forms can be obtained from our Web site [www.taxcolorado.com](http://www.taxcolorado.com) or by calling (303) 238-FAST (3278). In order to avoid late penalties and interest, returns must be **POSTMARKED** on or before the due date. You must notify the Department if you discontinue sales at this location.

**IMPORTANT INFORMATION ABOUT YOUR LICENSE**

Colorado law requires that you file the required sales tax returns even when you have no retail sales activity. If you do not file the required sales tax returns, the Department will automatically close your account and this license will no longer be valid.

**E-SERVICES FOR BUSINESS**

Colorado Online Sales Tax Filing is available at [www.Colorado.gov/salestax](http://www.Colorado.gov/salestax)

**Additional E - Services for Businesses**

The following online services are centrally accessible at [www.TaxColorado.com](http://www.TaxColorado.com) on the left side of the page under **Online Services > e-File > Business Taxes**.

Attend our free sales tax classes! to sign up, visit

[www.TaxSeminars.state.co.us](http://www.TaxSeminars.state.co.us)

**SERVICE CENTER LOCATIONS:**

**DENVER SERVICE CENTER**  
1375 Sherman Street  
Denver CO 80261

**GRAND JUNCTION SERVICE CENTER**  
222 S. Sixth Street, Room 208  
Grand Junction CO 81501

**COLORADO SPRINGS REGIONAL SERVICE CENTER**  
2447 North Union Blvd.  
Colorado Springs CO 80909

**PUEBLO SERVICE CENTER**  
827 W. 4th Street, Suite A  
Pueblo CO 81003

**FORT COLLINS REGIONAL SERVICE CENTER**  
1121 W. Prospect Rd., Building D  
Fort Collins CO 80526

# STATE OF MISSOURI



Jason Kander  
Secretary of State

## CERTIFICATE OF REGISTRATION FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,

*Foodservicewarehouse.com, LLC*  
*FL1326217*

Using in Missouri the name

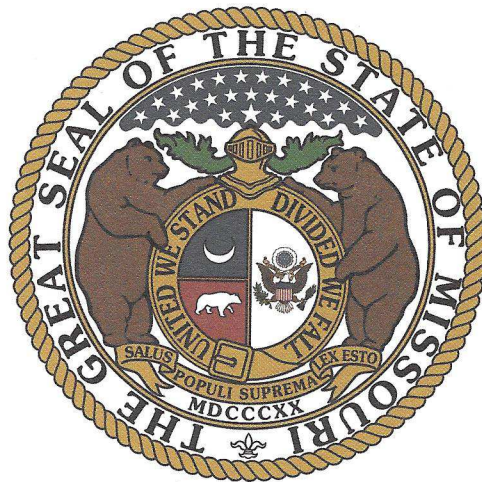
*Foodservicewarehouse.com, LLC*

and existing under the laws of the State of Colorado has filed with this state its Application for Registration and whereas this Application for Registration conforms to the Missouri Limited Company Act.

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do hereby certify and declare that on the 9th day of July, 2013, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of July, 2013.

  
Secretary of State



City of Kansas City, Mo.

# BUSINESS LICENSE

Revenue Division

For the operation of:



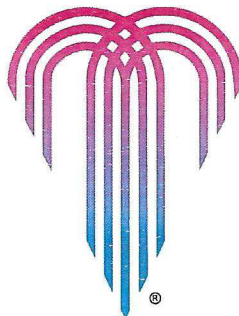
L1000153600

FODSERVICE WAREHOUSE .COM  
8800 NE UNDERGROUND DR UNIT 136E  
KANSAS CITY MO 64161-9746



***This license expires Dec. 31, 2013***

Pursuant to City ordinances and conditioned upon payment of the requested fee or tax due, subject to audit and zoning requirements, license is hereby granted for the term and purpose stated.



KANSAS CITY  
MISSOURI

**0337616000**

Post at location licensed

Mari Ruck, *Commissioner of Revenue*

This license may be suspended or revoked  
in accordance with City ordinances.

This license remains the property of the City of Kansas City, Mo.  
**FINANCE DEPARTMENT • REVENUE DIVISION • BUSINESS LICENSE SECTION**  
1118 Oak Street • Kansas City, MO 64106-2786 • (816) 513-1135

City of Colorado Springs, Colorado

**TAX LICENSE**

This license is issued under the provisions of Articles 2, 6 and 7 Chapter 2 of the Code of the City of Colorado Springs 2001, as amended, for the named retailer to collect and/or remit sales, use, lodgers, automobile retail and/or motion picture theater taxes for the City of Colorado Springs.

License Number: 07336800

Issue Date: January 4, 2011

UNITED RESTAURANT SUPPLY LLC  
UNITED RESTAURANT SUPPLY  
725 CLARK PL  
COLORADO SPRINGS CO 80915

Nature of Business: FOOD SERVICE EQUIPMENT  
& SUPPL

This license does not exempt the licensee from the payment of sales tax for purchase of tangible personal property where licensee is the final consumer.

LICENSE MUST BE PUBLICLY DISPLAYED AT THE ABOVE LOCATION.

**Tab 4:**

# **Evaluation Criteria**

## Appendix I:

### **EVALUATION QUESTIONNAIRE/SELF CHECKLIST**

#### **Products/Pricing (35 Points)**

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? Yes No
2. Is there a price list for all available products/services on a corresponding electronic device?  
Yes No
3. Did you provide the warranty information that is offered by your company?  
Yes No
4. Will customers be able to verify they received the contract price?  
Yes No

Please explain how they would verify the contract price. **See Attached**

5. What payment methods do you accept?  
A. Credit Cards & ACH                      B. Net 30 Terms & Check

#### **Performance Capability (25 Points)**

1. Did you indicate which states you can deliver to under APPENDIX E?  
Yes No
2. What is the capability of your company to respond to emergency orders?  
  
Please explain what actions you would take. **See Attached**
3. Please provide your company's average on time delivery rate over the last fiscal year. **See Attached**
4. What is your company's return and restocking policy? Are there any applicable fees?  
  
Please provide a brief description and example. **See Attached**
5. What is your company's history of meeting shipping and delivery timelines? **See Attached**
6. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? Yes No  
  
If not, please explain.
7. Did you provide your company's information regarding your customer service department as per APPENDIX F? Yes No
8. What is your company's current invoicing process? **See Attached**
9. Did you indicate how your company will implement the contract as per APPENDIX F?  
 Yes  No

10. Did you provide your Dun & Bradstreet number? Yes No
11. Did you provide information on your website and on-line ordering capacities as per APPENDIX F? Yes No

**Qualification and Experience (20 points)**

1. What is your company's reputation in the marketplace? **See Attached**
2. What is the reputation of your products and/or services in the marketplace? **See Attached**
3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five). **See Attached**
4. Did you list your key employees and their qualifications as per APPENDIX F? Yes No
5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F? Yes No
6. What past experience does your company have working in the government sector? **See Attached**
7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F? Yes No
8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F? Yes No
9. Did you submit at least 5 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? Yes No

**Value Add (20 Points)**

1. Did you submit a marketing plan as per APPENDIX F? Yes No
2. Did you provide a national sales training plan as per APPENDIX F? Yes No



## **Appendix I:**

### **EVALUATION QUESTIONNAIRE/SELF CHECKLIST**

#### **CKEP RESPONSE**

##### **Products/Pricing (35 Points)**

4. Will customers be able to verify they received the contract price?

Please explain how they would verify the contract price.

CKEP will clearly identify all pricing for items to the members as "TCPN Price". All online price lists, electronic and printed quotes, along with pricing provided verbally will be preceded by "TCPN Price" to insure each member is aware they have received the contract pricing.

To ensure the TCPN price is applied correctly a custom price rule will be created in the CKEP system based on the awarded contract. The custom price file will automatically be applied to all orders received by dedicated Member Care Team and the *OrderUp* system.

##### **Performance Capability (25 Points)**

2. What is the capability of your company to respond to emergency orders?

Please explain what actions you would take.

CKEP's systems allow for rapid response to emergency orders. Our quick-ship capability performed daily for standard orders provides the mechanism to deliver products rapidly based on the customer's needs.

If a TCPN member client has an emergency situation they would make a call to the CKEP Member Care Team to initiate a rapid order. The member care representative will immediately gather all the required information from the customer regarding the product and delivery time desired. The member care representative will then engage the member care team's manager to insure the resources are made available to assist the customer.

Clear expectations will be established with the customer and the order will process with a special expedited status. The CKEP system will flag and track the order until confirmation the product has delivered. This will include both email and phone communication with the warehouse and logistics every step of the way. The customer will receive email communication when the order is placed, when it is picked/packed, when it is loaded for transport, when tracking

is generated, and when it is scheduled for delivery. The customer care representative will call the customer to confirm status updates have been received the day of the order and will conduct a follow-up call the day of delivery to insure the product arrived on-time and in satisfactory condition.

CKEP understands and can empathize with customers in tough situations. Our goal is to help them along the way to minimize the stress of the situation and get them the product they need when they need it.

3. Please provide your company's average on time delivery rate over the last fiscal year?

CKEP has an on-time delivery rate of 98.862%. Our commitment to the "Perfect Order" is vital to our success and a core key performance metric for the company. We work closely with our logistics partners and conduct regular business reviews to make sure our customers receive their items on time and in satisfactory condition.

4. What is your company's return and restocking policy? Are there any applicable fees?

Please provide a brief description and example.

CKEP's return and restocking policy is based on the category of items ordered and the reason for the return. The following is a description of the policy and example for each:

- A. Stocking Items – If the customer orders a standard stocked item the customer may return the item for any reason provided it is in new, unused condition in the original packaging. The customer will only be responsible for the shipping costs.

**Example:** Customer orders sheet pans available on the quick-ship program. The customer receives pans and for whatever reason decides the pans are not needed. All sheet pans are in the original packaging and unused. The customer calls the CKEP Customer Care Team to initiate a return. A call-tag will be issued and once received back to CKEP's warehouse will be verified. Upon verification the customer will be issued a credit for the return minus all shipping costs.

- B. Non-Stock Items – If the customer orders a non-stock item the customer may return the item for any reason provided it is in new, unused condition in the original packaging. The customer will incur a restocking fee of 20% and be responsible for the shipping costs.

**Example:** Customer orders an ice machine with non-standard voltage. The customer receives the ice machine and for whatever reason decides the ice machine is not needed. The ice machine is still in the original packaging and unused. The customer calls the CKEP Customer Care

Team to initiate a return. A call-tag will be issued and once received back to CKEP's warehouse will be verified. Upon verification the customer will be issued a credit for the return minus the restocking fee and all shipping costs.

- C. Special Order Items – If the customer orders a special order item the customer will not be allowed to return the item once the order has been processed due to the custom nature of the item.

**Example:** Customer orders a custom fabricated stainless steel sink. Once the sink begins the fabrication process the order cannot be cancelled. All sales are final for custom or special order items.

- 5. What is your company's history of meeting shipping and delivery timelines?

The success of the CKEP's partner companies is a direct result of meeting shipping and delivery timelines. Great care and attention is taken in establishing and meeting customers' expectations. A core key performance metric for the company is the "Perfect Order" which calculates the percentage of orders completed on time based on established customer expectation.

- 8. What is your company's current invoicing process?

CKEP's invoicing process involves generating electronic PDFs and emailing to the customer. If necessary, CKEP can generate hardcopies to be sent via USPS mail. CKEP will work with the customer to accommodate special requirements for invoices. Once an order is placed and shipped the invoice for the order will be sent to the customer for payment based on the agreed upon terms.

## **Performance Capability (25 Points)**

- 1. What is your company's reputation in the marketplace?

CKEP's reputation is that of FoodServiceWarehouse.com and United Restaurant Supply. The long history of URS coupled with the rapid growth of FSW speaks for itself. Both companies are well respected in the foodservice industry among fellow dealers and also in the manufacturer community.

- 2. What is the reputation of your products and/or services in the marketplace?

The products and services offered by CKEP have a strong reputation in the overall marketplace. All CKEP products and services are commercially rated to meet high standards and demands. The products and services meet stringent guidelines and regulations that instill confidence in the people who procure them.

3. Does your company have past experience with Region 4 ESC and/or TCPN members?

While Rick Levis was General Manager of National Restaurant Supply, Inc., an Awarded Vendor of TCPN, he worked with many members of TCPN. These public entities are some of the members doing business with Rick Levis utilizing the TCPN contract.

Alvin ISD, Alvin, Texas  
Stephan F. Austin University, Nacogdoches, Texas  
Brazoria County Purchasing, Angleton, Texas  
ESC4 Purchasing, Houston Texas  
Wichita Public Schools, Wichita, Kansas

6. What past experience does your company have working in the government sector?

Collectively, FoodServiceWarehouse.com and United Restaurant Supply have completed many purchase orders and projects for the government. Specifically, FSW is a current GSA contract holder and is an active participant in GSA Advantage, eBuy, and FedBid. In addition, it has established direct relationships with military bases nationwide. United Restaurant Supply has many direct relationships with schools having completed both projects for new construction and remodels.

**Tab 5:**

**Product / Services**

**Appendix B:**

**PRODUCT / SERVICES SPECIFICATIONS**

***CKEP RESPONSE***

CKEP, LLC (Cooperative Kitchen Equipment Procurement) views the contract with TCPN as an opportunity to expand into cooperative procurement. CKEP's Marketing Plan demonstrates the ways in which we are not only able to satisfy current TCPN members, but attract new members to the group as well. CKEP focuses on governmental entities in two important ways. First, we employ a state-of-the-art and easily accessible website dedicated to this contract. Next, we utilize our relationship with the 125 dealer members of Pride Marketing & Procurement in order to provide the strength of nationwide support to TCPN membership on the local level.

CKEP, LLC will comply with the Product/Services Specifications.

1. CKEP stocks the majority of equipment specified in this solicitation. Equipment not in our distribution centers will be readily available from the top manufacturers listed in the contract.
2. CKEP stocks the majority of smallwares specified in this solicitation. Smallwares not available in our distribution centers are readily available from the top manufacturers listed in the contract.
3. CKEP stocks the majority of parts mentioned in this solicitation. Parts not available in our distribution centers are readily available from the top manufacturers listed in the contract.
4. CKEP will develop and design foodservice facility schematics and budgets that meet the buyer's requirements to serve a specified number of people.
  - a. CKEP will provide full utility floor plans with dimensions that include all electrical, plumbing, structural, facility and mechanical details.
  - b. CKEP will supply all required architectural and engineering design requirements.
  - c. CKEP will provide and explain special condition requirements and detailed elevations.
  - d. CKEP will develop and refine preliminary budgets based on schematic designs.

- e. CKEP will provide itemized equipment lists detailing all manufacturer brands and models to be installed. This will also include a detail of all utility requirements.
  - f. CKEP will provide installation rates, labor rates and any other applicable charges proposed for each project.
5. CKEP will perform the following foodservice installation tasks:
- a. Receive and store equipment until the location is ready for installation.
  - b. Install and provide full fire suppression systems for hoods including final trim around the hood. This includes permits and final tests for the ventilation system.
  - c. Assemble walk-in coolers and freezers to include piping refrigeration lines for coolers, freezers, and ice machines. CKEP will set condensing units in place, provide proper pressure testing of lines and will start up the refrigeration systems to assure proper installation.
  - d. Connect all utilities (plumbing, electrical, and gas) located within five feet of installed equipment. This includes start-up and testing of all units for proper operation.
  - e. CKEP will install fabricated items such as stainless steel, stone or millwork. This includes any field welding, polishing and other additional services as needed.
  - f. CKEP will pre-assemble items ready to be set in place once they are received at the jobsite.
  - g. If requested, CKEP will perform the role of prime contractor and will coordinate, supervise, and administer all activities with the general contractors, sub-contractors, architects, engineers and site coordinators to ensure that the project is completed in a timely manner.
  - h. When necessary, CKEP will secure bonds, permits, licenses, and approvals required for installation. These requirements will be included with the purchase of the equipment.
6. CKEP will provide comprehensive training on the operation and use of purchased equipment to personnel identified by the TCPN member.

7. All warranties will begin on the date of final acceptance by the TCPN member. All warranties will contain the following:

a. Products sold by CKEP shall be guaranteed to be free from defects and faulty workmanship for one year after final acceptance. When offered by the manufacturer, CKEP will honor any extended warranties applicable to the project.

b. Refrigeration systems including walk-ins, self-contained units and remote appliances carry one-year parts and labor warranty and a five-year compressor (replacement compressor only) warranty.

8. CKEP is not the warranty provider but will utilize the manufacturers' recommended service providers. A warranty service agent will be identified in the event of any warranty issues. Payment for non-warranty related service calls are the responsibility of the TCPN member. CKEP will communicate clearly the scope of the service call along with associated costs prior to work being performed.

9. Depot warranty will apply to those manufacturers that perform warranty off-site. The TCPN member will be responsible for the delivery of the equipment to the manufacturer's depot including insurance and freight charges. Manufacturer will be responsible for all shipping and insurance back to the TCPN member.

10. CKEP will coordinate with the TCPN member for all deliveries. Delivery will be "on the ground."



**Tab 6:**

**References**

# STATE OF COLORADO

---

## DEPARTMENT OF CORRECTIONS

Purchasing Office  
P. O. Box 1010  
Cañon City, Colorado 81215 -1010  
Phone (719) 269-4059/4060/4312  
FAX (719) 269-4064  
Web: [www.doc.state.co.us](http://www.doc.state.co.us)



John W. Hickenlooper  
Governor

Roger Werholtz  
Executive Director

June 14, 2013

To whom it may concern:

This letter is written to affirm that United Restaurant Supply of Colorado Springs has been a reliable and valued business partner and equipment supplier to the Colorado Department of Corrections' food service operations for many years. I am happy to provide my reference on URS' behalf based on over 20 years of experience doing business with them.

If you have any questions, please feel welcome to contact me.

Sincerely,

Dave Schouweiler  
Manager of CDOC Purchasing  
719-269-4060  
[dave.schouweiler@state.co.us](mailto:dave.schouweiler@state.co.us)

UNIVERSITY *of*  
NORTHERN COLORADO



**Purchasing – Food Services**

University of Northern Colorado

Contact Name: Dianne Hays – Purchasing Food Services

City and State: Greeley, CO 80639

Phone: (970) 351-2793 Fax: (970) 351-2789

Years Served: 9 years

Description of Services: To provide Dining Services with the efficient procurement of goods and services and to ensure maximum value for dollars spent.

Annual Volume: Varied

I have worked for Purchasing Food Services at the University of Northern Colorado for nine years. During this time, I have had the privilege of working with Ms. Tammie Taylor at United Restaurant Supply with the purchasing of equipment and smallwares for UNC's Dining Services consisting of three dining rooms and numerous retail food operations on campus.

Ms. Taylor has been very efficient in helping us with our needs whether they are equipment needs through the Colorado State Bid Process or miscellaneous smallwares orders. Ms. Taylor has always provided fast quick service and delivery and is very knowledgeable in answering any questions we may have. She has always been able to provide us with information when needed.

Ms. Taylor has always been very courteous and willing to go the extra mile to make sure our questions are answered and any problems resolved.

It is always a pleasure to work with Tammie Taylor and we look forward to doing more business with United Restaurant Supply in the future.



Nicholas M. Gledich, Ed.D., Superintendent of Schools

Division of Business Services  
(719) 520-2924  
Fax (719) 520-2935

Rick Hughes  
5260 Geiger Blvd  
Colorado Springs, CO 80920

June 13, 2013

To Whom It May Concern:

Colorado Springs School District #11 has purchased between \$20,000 and \$100,000 worth of new equipment annually from United Restaurant Supply for the last 8 years that School District #11 has been "self-operated."

Through annual competitive processes, United Restaurant Supply has earned our business with the best value proposition including outstanding service and support. United Restaurant Supply is knowledgeable about all product lines, but also connects my staff and I directly with manufacturers when needed or readily available.

Sincerely,

Rick Hughes  
Director, Food & Nutrition Services



Nutrition & Warehouse Services  
2929 Clover Basin Drive  
Longmont, Colorado 80501-6499  
303-682-7255

To Whom It May Concern:

St Vrain Valley School district is writing this reference for United Restaurant Supply, LLC. This district has done business with this company for over 15 years working directly with Tammie Taylor and her associates. St Vrain Schools spends approximately \$50,000 plus yearly with this business. Tammie Taylor, our account representative is knowledgeable and able to handle any requests. In addition she makes sure that there is follow through all the way to the delivery. Customer satisfaction is always in the forefront with this company. If you have questions you may contact me at 303-682-7255 or at [allen\\_shelly@svvvsd.org](mailto:allen_shelly@svvvsd.org).

Sincerely,

A handwritten signature in cursive script that reads "Shelly Allen".

Shelly Allen

Director of Nutrition & Warehouse Services



## Nutrition Services

JEREMY WEST, DIRECTOR  
2508 FOURTH AVENUE  
GREELEY, COLORADO 80631  
970-348-6600  
JWEST@GREELEYSCHOOLS.ORG

June 13, 2013

To Whom It May Concern:

I am writing this letter of reference for United Restaurant Supply located in Colorado Springs, CO. I've had the personal privilege of working with this fine company for the past seven (7) years purchasing items while working in two different school districts.

Weld County School District 6 has purchased small and large equipment from United for 20+ years. Our annual purchases over the past two years have averaged \$140,000. D6 continues to remain a customer of United Restaurant because of their exceptional customer service, competitive prices and industry knowledge. I value them as a business partner and appreciate the well-deserved good reputation they have built for their business.

Additionally, Tammie Taylor has been such an asset to my district. Tammie is my "go-to" resource when I am trying to determine what type of equipment to purchase. She provides consistent, excellent customer service, and listens to her customers to seek to understand what is needed. Tammie is good to provide information on available options and direct me to additional resources on products for further investigation. Tammie has a great knowledge of the school food industry and speaks our lingo. She is a compassionate professional and excellent communicator.

I wholeheartedly recommend United Restaurant Supply and Tammie Taylor to any stakeholder considering buying merchandise from or selling merchandise to their company. Their pattern of exceptional business practices and customer-first focus makes them a model company and a valuable partner to our industry.

Thank you for this opportunity to provide a reference. I am available to discuss this reference further as needed. Please contact me using the information in the header above.

Sincerely,

Jeremy West, SNS  
Nutrition Services Director  
Weld County School District 6

# **Tab 7:**

# **Pricing**

**Tab 8:**

**Value Add**



## Appendix G:

### VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

CKEP can offer the TCPN management and membership additional value-added services beyond the scope of this solicitation to enhance the performance of the contract. The following are the additional value-added services we can offer.

**Photography & Video:** CKEP employs internally an experienced photography and video department called “Team Imagination.” This team is dedicated to enhancing customer awareness and understanding of foodservice products through captivating video and sharp photography. CKEP envisions utilizing this team to develop TCPN specific videos to demonstrate the many advantages to cooperative procurement.

**Data Analysis:** CKEP’s technological systems are capable of performing in-depth data analysis by assimilating data points from multiple sources. This extreme level of detail and complete tracking of all interactions with customers allows CKEP to utilize new process efficiencies and business trends emerging in the marketplace. CKEP will provide the management of TCPN custom reports beyond the scope of this solicitation and conduct quarterly business reviews to collaborate on ways in which to expand the positive impact of cooperative purchasing.

**Repair/Warranty Service Management:** The *OrderUp* system in addition to its order management capabilities can be enhanced with an optional module to provide complete service management for purchased equipment. Once a TCPN customer completes an equipment purchase, CKEP records the pertinent information such as model type, serial number, and in-service date to start a service history on the item.

If a TCPN member experiences any service issues with the equipment purchased from CKEP it will be tracked and reported. The TCPN member will have the option of either calling the Member Care Team or submitting a service request through *OrderUp*. CKEP will assist the customer with setting up the service technician and track the details of the service issue. This enables both CKEP and the customer to report on total cost of ownership, identify quality or application issues and provide field data to manufacturers to assist them with future product improvements.

**Tab 9:**

**Required  
Documents**

## **Appendix H:**

### **ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement

#### **FOR NEW JERSEY VENDORS ONLY:**

- DOC #6 Pay to Play Notice and Political Contribution Form
- DOC #7 List of All Agencies Required for Political Contribution Disclosure Form
- DOC #8 Stockholder Disclosure Certification
- DOC #9 Ownership Disclosure Form
- DOC #10 Non-Collusion Affidavit

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**Clean Air and Water Act**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: CKEP, LLC

Title of Authorized Representative: Madhu Natarajan, CEO

Mailing Address: 6020 Greenwood Plaza Blvd., Suite 100, Greenwood Village, CO 80111

Signature: 

DOC #2

**Debarment Notice**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: CKEP, LLC

Title of Authorized Representative: Madhu Natarajan, CEO

Mailing Address: 6020 Greenwood Plaza Blvd., Suit 100, Greenwood Village, CO 80111

Signature: 

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
\_\_\_\_\_  
Signature of Respondent

July 15, 2013

\_\_\_\_\_  
Date

**CONTRACTOR CERTIFICATION REQUIREMENTS****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

---

**Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

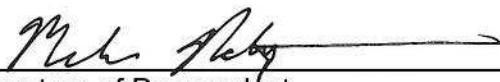
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
\_\_\_\_\_  
Signature of Respondent


July 15, 2013  
\_\_\_\_\_  
Date

**ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** CKEP, LLC  
 \_\_\_\_\_  
 \_\_\_\_\_

**Offeror**   
 Signature  
Kristofer Bain  
 Printed Name

**Address** 6020 Greenwood Plaza Blvd.  
Suite 100  
Greenwood Village, CO 80111

VP National Accounts  
 Position with Company

**Phone** 303.801.0667

**Authorizing Official**  
  
 Signature

**Fax** 303.801.0645

Madhu Natarajan  
 Printed Name  
CEO  
 Position with Company



## OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** CKEP, LLC

**Street:** 6020 Greenwood Plaza Blvd., Suite 100

**City, State, Zip Code:** Greenwood Village, CO 80111

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Madhu Natarajan, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
FoodserviceWarehouse.com, LLC	6020 Greenwood Plaza Blvd., Suite 100 Greenwood Village, CO 80111	50%
United Restaurant Supply, LLC	725 Clark Place Colorado Springs, CO 80915	50%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 15, 2013  
**Date**

  
**Authorized Signature and Title** CEO

DOC #7

### NON-COLLUSION AFFIDAVIT

Company Name: CKEP, LLC

Street: 6020 Greenwood Plaza Blvd., Suite 100

City, State, Zip Code: Greenwood Village, CO 80111

State of New Jersey

County of \_\_\_\_\_

I, Madhu Natarajan of the Greenwood Village  
Name City

in the County of Arapahoe, State of Colorado of full age, being duly sworn according to law on my oath depose and say that:

I am the CEO of the firm of CKEP, LLC  
Title Company Name

*the offeror making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

CKEP, LLC  
Company Name

*Madhu Natarajan* CEO  
Authorized Signature & Title

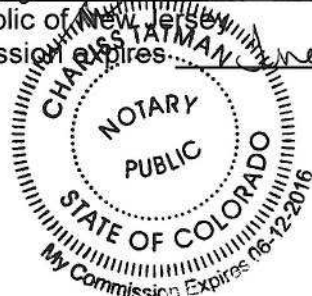
Subscribed and sworn before me

this 16<sup>th</sup> day of July, 2013

*Charles Staman*

Notary Public of New Jersey  
My commission expires June 12<sup>th</sup>, 2016

SEAL



DOC #8

**AFFIRMATIVE ACTION AFFIDAVIT**  
(P.L. 1975, C.127)

**Company Name:** CKEP, LLC

**Street:** 6020 Greenwood Plaza Blvd., Suite 100

**City, State, Zip Code:** Greenwood Village, CO 80111

**Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- |  |                         |
|--|-------------------------|
| 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____                   |
| OR   |                         |
| 2. A photo copy of their <u>Certificate of Employee Information Report</u>         | _____                   |
| OR   |                         |
| 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u>        | <u>Yes, will comply</u> |

**Public Work – Over \$50,000 Total Project Cost:**

A. *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education* Yes, will comply

B. *Approved Federal or New Jersey Plan – certificate enclosed* \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

July 15, 2013  
**Date**

  
**Authorized Signature and Title**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

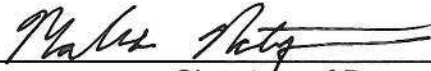
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



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Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

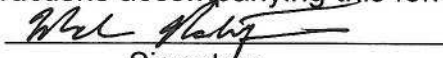
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Required Pursuant To N.J.S.A. 19:44A-20.26**

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	CKEP, LLC		
Address:	6020 Greenwood Plaza Blvd., Suite 100		
City:	Greenwood Village	State:	CO Zip: 80111

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Signature	Madhu Natarajan Printed Name	CEO Title
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**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

[X] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

[ ] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- [ ] Partnership Proprietorship [ ] Corporation [ ] Sole [ ] Limited Partnership [X] Limited Liability Corporation [ ] Limited Liability Partnership [ ] Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows of stockholder information. Row 1: FoodserviceWarehouse.com, LLC; United Restaurant Supply, LLC. Row 2: 6020 Greenwood Plaza Blvd. Suite 100 Greenwood Village, CO 80111; 725 Clark Place Colorado Springs, CO 80915.

Subscribed and sworn before me this 16th day of July, 2013. (Notary Public) My Commission expires: 6/12/2016. (Affiant) MADHU NATARAJAN LEO (Print name & title of affiant) (Corporate Seal)



**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:**

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).*

July 15, 2013

\_\_\_\_\_  
Date

 LEO  
\_\_\_\_\_  
Authorized Signature & Title

**Appendix J:**  
**STATE NOTICE**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages, and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
 CITY OF ASHLAND  
 CITY OF AUMSVILLE  
 CITY OF AURORA  
 CITY OF BEAVERTON  
 CITY OF BOARDMAN  
 CITY OF BURNS

CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE  
CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF BATON ROUGE  
CITY OF BOSSIER CITY  
CITY OF KENNER  
CITY OF LAFAYETTE  
CITY OF LAKE CHARLES  
CITY OF METAIRIE  
CITY OF MONROE  
CITY OF NEW ORLEANS  
CITY OF SHREVEPORT

**Counties including but not limited to:**

BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL  
CADDO PARISH  
CALCASIEU PARISH  
EAST BATON ROUGE PARISH  
JEFFERSON PARISH  
LAFAYETTE PARISH  
LIVINGSTON PARISH  
ORLEANS PARISH  
PLAQUEMINES PARISH  
RAPIDES PARISH

SAINT TAMMANY PARISH  
TERREBONNE PARISH  
WEST BATON ROUGE PARISH  
**K-12 including but not limited to:**  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO. 29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON COUNTY SCHOOL DISTRICT NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN COUNTY SCHOOL DISTRICT 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES

NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CADDOPARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
JEFFERSON PARISH SCHOOL DISTRICT  
LAFAYETTE PARISH SCHOOL DISTRICT  
LIVINGSTON PARISH SCHOOL DISTRICT  
ORLEANS PARISH SCHOOL DISTRICT  
RAPIDES PARISH SCHOOL DISTRICT  
TERREBONNE PARISH SCHOOL DISTRICT

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE



NORTHWEST CHRISTIAN COLLGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNTIY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY  
BRIGHAM YOUNG UNIVERSITY-HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPARTMENT OF TRANSPORTATION  
OREGON DEPARTMENT OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPARTMENT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATON CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH-JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPARTMENT OF EDUCATION