BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

◉ Award ○ Contract ○ Grant

Requested Board Meeting Date: 03/05/2024

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Shamrock Foods Company (Headquarters: Phoenix, AZ)
US Foods, Inc. (Headquarters: Chicago, IL)

***Project Title/Description:**

Food Products for Pima County Adult Detention Complex

***Purpose:**

Award: Multiple Master Agreement (see below). These Master Agreements are for an initial term of one (1) year in the annual award amount of $1,650,000.00 each, for a total award amount of $3,300,000.00 (including sales tax) and includes four (4) one-year renewal options.

MA & Version	Amendment	Contractor Name	Current Not to Exceed	Added Annual Award Amount	New Not to Exceed
24-119, 01	00	Shamrock Foods Company	$1,650,000.00	$0.00	$1,650,000.00
24-120, 01	00	US Foods, Inc.	$1,650,000.00	$0.00	$1,650,000.00
		Totals:	$3,300,000.00	$0.00	$3,300,000.00

Administering Department: Sheriff.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2400046 was conducted. Three (3) responses were received. Award is to the lowest, responsive and responsible bidders.

PRCUID: 505990
Attachments: Notice of Recommendation for Award and Master Agreements.

***Program Goals/Predicted Outcomes:**

To provide meals to the Pima County inmate population that meet daily dietary and caloric requirements.

***Public Benefit:**

To provide healthy diet to inmates at an economical cost to the taxpayers.

***Metrics Available to Measure Performance:**

A dietitian evalutes the menus twice a year to ensure all dietary and caloric requirements set by County, State, and Federal regulations are met. A cost per meal evaluation is done at that end of each fiscal year to measure total expenditures to ensure goals have been met.

***Retroactive:**

No.

To CoB: 2-15-24 (.)
77 pages
Ver. 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-119 & 24-120

Commencement Date: 04/01/2024 Termination Date: 03/31/2025 Prior Contract Number (Synergen/CMS): _____

☒ Expense Amount $ 3,300,000.00 ($1,650,000.00 each) * ☐ Revenue Amount: $ _____

***Funding Source(s) required:** General Fund

Funding from General Fund? ◉ Yes ○ No If Yes $ _____ % 100

Contract is fully or partially funded with Federal Funds? ○ Yes ◉ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ○ Yes ◉ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ○ Yes ◉ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

○ Expense ○ Revenue ○ Increase ○ Decrease Amount This Amendment: $ _____

Is there revenue included? ○ Yes ○ No If Yes $ _____

***Funding Source(s) required:** _____

Funding from General Fund? ○ Yes ○ No If Yes $ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ○ Award ○ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: $ _____ ☐ Revenue Amount: $ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ○ Yes ○ No If Yes $ _____ % _____

***Match funding from other sources?** ○ Yes ○ No If Yes $ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

_____

Contact: Procurement Officer: Stephen M. Romero Digitally signed by Stephen M. Romero Date: 2024.02.05 16:01:41 -07'00' Acting Division Manager: Troy McMaster Digitally signed by Troy McMaster Date: 2024.02.05 16:02:33 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.02.05 16:15:20 -07'00' Telephone: 520-724-3021

Department Director Signature: Chris Nanos Digitally signed by Chris Nanos Date: 2024.02.14 11:01:44 -07'00' Date: _____

Deputy County Administrator Signature: _____ Date: 2-14-2024

County Administrator Signature: _____ Date: 2-14-2024

PIMA COUNTY
PROCUREMENT

NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: February 7, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2400046 for Food Products for Pima County Adult Detention Complex that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after March 5, 2024.

Award is recommended to the lowest, responsive, and responsible Bidders.

AWARDEE NAMES	BID AMOUNT	ANNUAL AWARD AMOUNT
Shamrock Foods Company	$2,883,832.10	$1,650,000.00 (including sales tax)
US Foods, Inc. dba US Foods	$2,998,701.60	$1,650,000.00 (including sales tax)

OTHER RESPONDENT NAMES	BID AMOUNT
National Food Group	$2,649,450.55*

*Less than 50%-line items bid.

Issued by: Stephen Romero, Procurement Officer

Telephone Number: 520-724-3021

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

TM

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Master Agreement ("MA") for Contractors to provide Pima County ("County") with Food Products for Pima County Adult Detention Complex on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is Pima County's intent to award multiple vendors.

The established MA will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	Contractor has been in the business of providing Food Products for a minimum of three (3) consecutive years. **Include one (1) copy of licenses with the Offer Agreement, including current year.**	☑ Yes	☐ No
2	Contractor must maintain an appropriately licensed Food Service Establishment with all current registration and permits necessary for operation in Pima County, Arizona. 3180086 (Permit/License #) 11/14/2023 (Initial Date) 1/1/2024 (Expire Date (must be current)) ***Submit a copy Health Department Food License/Permit.***	☑ Yes	☐ No
3	**Experience Requirements:** • Ability to scale delivery, and quantities up or down with minimum notice. • Flexibility to operate in diverse locations. **Provide Reference Information to satisfy this Requirement.** Julia Schroyer (Name) 623 261 1284 (Phone Number) [illegible] (Email) Julia@nutritionesp.com	☑ Yes	☐ No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

This contract establishes the requirements under which the Contractor will provide Food Products for Pima County Adult Detention Complex, in accordance herein.

4.1. General Specifications

4.1.1. Pima County's intent to award multiple vendors.

4.1.2. Contractor shall be financially responsible for obtaining all required licenses to comply with pertinent municipal, county, state, and federal laws, and assume liability for all applicable taxes including but not restricted to sales, and personal property. Contractor is responsible for obtaining all required permits.

4.1.3. Contractor must guarantee that all deliveries made to Pima County Adult Detention Complex are reserved as first (1st) stop status.

4.1.4. The large Wednesday loads, an electric pallet jack is preferred. Contractor must provide their own electric pallet jack.

4.1.5. All loads will be unloaded by supplier. Pallets must be standard 48"x40" and should not be stacked higher than 6ft. Failure to palletize and shrink-wrap loads can result in rejection of order and will need to make arrangements to re-deliver same or next day.

4.1.6. Items should be free of damage. Damaged items will be returned to the Contractor and replacement items will be delivered at no additional cost to the County. Damaged items will be immediately brought to the attention of the Contractor.

4.1.7. Contractor is responsible for all damaged items, except to the extent caused by County's negligence.

4.1.8. Contractor must provide invoice at time of delivery or pickup.

4.1.9. Contractor will not be held responsible for unforeseen delays caused beyond the Contractor's control, provided they provide prompt notice of delay as soon as Contractor has knowledge of said delays.

4.1.10. County will not pay for any additional changes, such as, to include but not limited to, fuel surcharges, environmental fees, trip charges, overtime, and delivery.

4.2. Item Specifications

4.2.1. Items ordered by the Sheriff Department will be handled by inmates and thus require special packaging suitable for correctional institutions.

4.2.2. Contractor and their suppliers must comply with all of the applicable United States Code of Federal Regulations (CFR) to assure safety and quality of all food products. All food products must be slaughtered, inspected, processed, handled, stored, packaged, labeled, and transported per all applicable state and federal regulations. Food products must be USDA grade specified. Food products not covered by USDA grades are to be of commercial quality. Contractor must comply with the applicable local agency's licensing regulations.

4.2.3. Regulations include, but are not limited to the following:

- United States Code of Federal Regulations; Title 7, Agriculture and Title 21, Food and Drugs
- United States Pure Food and Drug Acts Standards
- Federal Food Quality Protection Act
- USDA Standards, Grades, and Weight Classes.

All merchandise is to be first quality (top U.S. Grade per class) unless seconds are specifically requested by a County department.

4.2.4. **Dry Food Product-** A dry product that does NOT require freezing or refrigeration.

4.2.5. **Damaged Items-** Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item. Swollen, rusted or dented cans are to be replaced at no charge or credited if the Contractor is notified within fourteen (14) days of the receipt of delivery. Items improperly packaged and stored during transport to maintain environmental temperature and prevent damage or thawing will not be accepted. No distress/damaged, stale, spoiled or merchandise deemed unfit for use will be accepted. Verification of grade and/or pack shall be provided upon request.

Products meeting these "damaged" specifications will be rejected by Pima County and refused and/or returned at the Contractor's expense.

4.2.6. **Labels-** Upon request by County representative, the Contractor will submit labels; nutritional analysis sheets, ingredient lists: prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items will be properly labeled.

4.2.7. **Net Container Quantity-** The minimum net quality of all products in cans and jars will be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

4.2.8. **Product Protection Guarantees-** Contractors are expected to take immediate action to correct any situation in which product integrity is violated at no fault of the County.

4.2.9. **Service Level-** The Contractor shall fill all original at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within twenty-four (24) hours of the scheduled delivery day unless the County agrees that the product will be reordered.

4.2.10. **Standards of Identity-** All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR- Food for Human Consumption.

All equipment must be models of current production, latest design, and technology, new and unused unless otherwise specified. The successful Proposer must provide manufacturer and Proposer documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- ☑ Waste prevention/reduction or material recycling/reuse.
- ☑ Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- ☑ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- ☑ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- ☑ Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail, or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract

and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE $	EXTENDED AMOUNT $
1	See Exhibit A1- Food Product Price List (1 page)				
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				**TOTAL BID**	2,883,832.10

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity, and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO, or DOM document.

Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date") which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services, or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO, DO, or DOM document. County will refuse to pay

any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

8.3. Living Wage

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

8.4. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price
Shamrockorders.com			

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.5. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.6. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: N/A % if payment tendered within N/A Days as indicated above.

8.7. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO or DOM document.

All Invoice documents will reference County's DO or DOM number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services, or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or

DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through https://www.pima.gov/208/Vendor-Self-Service-System-VSS.

10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO or DOM document.

- The Pima Sheriff Department's Adult Detention Complex has a standard receiving dock for normal trucks, semi-trailers as large as forty-eight (48) ft. in length.
- Unless requested by the Contractor, Food Service receiving hours are **strictly** 3:00 A.M. to 8:00 A.M. Monday through Friday (including holidays).
- Items must be palletized and shrink-wrapped. Other arrangements can be made for delivery, contact department for other delivery times and dates.
- Delivery Address: Pima County Adult Detention Complex
  1270 W. Silverlake Rd.
  Tucson, AZ 85713
- If required to satisfy the guaranteed delivery interval, Contractor will utilize premium freight method at no additional cost to the County.

Contractor guarantees delivery of product or service in less than two (2) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges, and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2400046 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the

performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)
Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability
Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of $1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability
Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of $1,000,000 each accident and $1,000,000 each person - disease.

13.2. Additional Insurance Requirements
The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

13.2.1. Claims-Made Insurance Coverage
If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination, or cancellation.

13.2.2. Additional Insured Endorsement
The General Liability, Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees, and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement
The General Liability, Business Automobile Liability, Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

13.2.4. Primary Insurance Endorsement
Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary, and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

13.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

13.2.6. Subcontractors
Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation
Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via

facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

13.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

13.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. PERFORMANCE BOND

Not applicable to this contract.

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
01	1/10/24				
02	1/18/24				

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Section 7.1? Yes ☐ No ☑ (select one)

If *Yes*, have you included your certification document? Yes ☐ No ☐ N/A (select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference

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17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: Shamrock Foods Company

BUSINESS ALSO KNOWN AS:

MAILING ADDRESS: 2540 N 29th Avenue

CITY/STATE/ZIP: Phoenix, AZ 85009

REMIT TO ADDRESS:

CITY/STATE/ZIP:

CONTACT PERSON NAME/TITLE: Matt Terry Account Executive

PHONE: 520-204-5100 **FAX:**

CONTACT PERSON EMAIL ADDRESS: matthew.Terry@Shamrockfoods.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: matthew.Terry@Shamrockfoods.com

CORPORATE HEADQUARTERS ADDRESS: 3900 E. Camelback Rd #200 Phx, AZ 85018

WEBSITE: Shamrockfoodservice.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: Joseph J. Radetich **DATE:** 01/17/2024

Joseph Radetich Branch manager

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 602-477-2500 Joe.Radetich@Shamrockfoods.com

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not to conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items

which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: http://www.pima.gov/procure, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTEPARTS

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Amendment No. 2- IFB 2400046 Exhibit A1- Food Product Price List

Bidders are required to provide a **Stock Number** and **Unit Cost** for all **ITEMS**.

Bidders may have a slight variation to the stated Packaging Level varies, you are required after the Stock Number, to indicate your Count/Size/Weight. UOM will not change.
Packaging Level: Defines the number items by count/weight/size to be included in the Unit of Measure (UOM), whenever wholesale packaging levels are standardized, i.e., 6/#10
Unit of Measure (UOM): The package configuration (Case, carton, box, bag, etc.), by which the product would normally be sold. County will order by the UOM/Full Package Configuration.

A) Monthly Delivered Deviated Pricing: Unit Pricing is firm for a one (1) month period. ☒ Yes ☐ No
Unity Pricing for Deviated Pricing provided herein is determined by:

☒ Master Price List- Indicate catalog/date/Website. Catalog Name: www.shamrockorders.com
☐ BLS Consumer Price Index- Indicate the CPI Title/#, region. CPI TITLE/#: _____
FOB Destination/Unloaded- **Include cost of freight in unit price.**

B) REBATES: Does your company offer rebates? ☐Yes ☒No
COUPONS: Does your company offer coupons? ☐Yes ☒No
(If yes to rebates and/or coupons, attach a brochure/description of your rebate/coupon program. Describe how the County will be notified of any rebate/coupon prior to actual order placement. All invoices with details listed on each invoice. Pima County will be advised of all possible rebates/coupons available and work with the Contractor to institute those rebates/coupons.)

C) SPOT Market Purchase: Does your company offer SPOT Market Purchase Program whereby one-time deals, discontinued products, seconds, over production and nearing expiration date items are made available at significantly discounted prices? ☒Yes ☐ No

No.	TYPE	Product Description	Pack Level: County/Size/ Weight for each Package per UOM	Your Packaging Level	Your Stock Number	UOM- Package Configuration Case/Pound/Bucket	Est Usage	Unit Cost	Extended Amount
1	MEAT	Bacon, Pork Cooked 150 Ct hardwood Smoked	2/150 Ea	same	4630091	CASE	50	$31.73	$1,586.50
2	MEAT	Beef Sub, Patty Meatless Burger Black Bean Cooked Frozen	4/12/3.4 Oz	same	7888361	CASE	50	$50.06	$2,503.00
3	MEAT	Beef Sub, Patty Meatless Burger Vegan Cooked Frozen	48/3.5 Oz	same	2410151	CASE	50	$46.75	$2,337.50
4	MEAT	Beef, Breaded Patty 3.89 Oz Child-nutrition Cooked	126/3.80oz	same	3999281	CASE	1,000	$85.06	$85,060.00
5	MEAT	Beef, Patty Ground 80/20 4:1 Homestyle	40/4 Oz	same	3312761	CASE	2,000	$54.60	$109,200.00
6	MEAT	Beef, Round Bottom Gooseneck Cab 170 Raw Ref	3/22 Lba	same	3335300	LB	13,200	$2.75	$36,300.00
7	MEAT	Beef, Salisbury Steak Patty 4:1 Charbroiled Frozen	114/3oz	same	4950101	CASE	1,000	$42.19	$42,190.00
8	MEAT	Bologna, Turkey Stick 10 Lb Cooked Frozen	2/10 Lb	same	2313741	CASE	1,000	$49.28	$49,280.00
9	MEAT	Burrito, Beef Bean Chili Green Bulk Frozen	72/4 Oz	same	2693941	CASE	500	$41.40	$20,700.00
10	DAIRY	Cheese, American Sliced 160 Count	4/5 Lb	same	4408791	CASE	2,000	$41.68	$83,360.00
11	DAIRY	Cheese, Cheddar Mild Shred Bag Yellow Ref	4/5 Lb	same	3273351	CASE	1,000	$41.69	$41,690.00
12	MEAT	Chicken, Chunk .68 Oz Breaded Whole Grain Breast Meat	4/8/lb	same	3303231	CASE	15	$79.37	$1,190.55
13	MEAT	Chicken, Cutlet 3.7 Oz Breaded Breast Meat Cooked Frozen	10 Lb	same	3537091	CASE	1,800	$27.86	$50,148.00
14	MEAT	Chicken, Leg Meat Boneless-skinless Raw Frozen	4/10 Lb	same	0001691	CASE	200	$45.23	$9,046.00
15	MEAT	Chicken, Pulled White & Dark Meat Cooked	10 Lb	same	5000491	CASE	15	$35.51	$532.65
16	MEAT	Chicken, Strip Breast Meat .5" Thick Cooked	2/5 Lb	same	2633171	CASE	15	$35.25	$528.75
17	DAIRY	Egg, Liquid Mix Pasteurized Cook-in-bag Frozen	6/5 Lb	same	4691881	CASE	2,000	$47.95	$95,900.00
18	DAIRY	Egg, Shell Medium Grade Aa White Fresh Ref	15 Dz	same	3193571	CASE	5,000	$17.00	$85,000.00
19	MEAT	Fish, Breaded 4 Oz Square Raw Frozen Usa Wild	40/4 Oz	same	4954431	CASE	1,000	$42.90	$42,900.00
20	MEAT	Ham, Boneless Buffet Hwp 35% Smoked Hardwood	2/10-12 Lba	2/11.5	4426801	LB	20,000	$1.97	$39,400.00
21	MEAT	Hot Dog, All-beef 4:1 6" Roller Grill Cooked Frozen	10 Lb	same	2449041	CASE	1000	$29.47	$29,470.00
22	MEAT	Hot Dog, Turkey 8:1 6" Cooked Child-nutrition Frozen	2/5 Lb	same	1957801	CASE	500	$26.07	$13,035.00
23	MEAT	Lasagna, Vegetable Tff Cooked Frozen Tray	4/96 Oz	same	1965371	CASE	50	$76.76	$3,838.00

24	**MEAT**	Pastrami, Turkey Loaf 3-4 Lb Cooked Frozen	4/3-4 Lba	4/5lb	2557371	LB	12,000	$2.31	$27,720.00
25	**MEAT**	Salami, Turkey Stick 10 Lb Cooked Ref	2/10 Lb	same	4042071	CASE	1,000	$76.22	$76,220.00
26	**MEAT**	Sausage, Italian Medium Crumble Pork W/ Tvp Cooked Frozen Topping	2/5 Lb	same	2519861	CASE	200	$31.52	$6,304.00
27	**MEAT**	Sausage, Pork Link .8 Oz 3.75" Natural Casing Cooked Frozen Breakfast	10 Lb	same	4433641	CASE	2,000	$24.06	$48,120.00
28	**MEAT**	Turkey, Breast & Thigh Roast Skin-on Solution Added 15% Netted Raw Bag Froz	2/8-12 Lba	2/9lb	2601241	LB	4,000	$3.56	$14,240.00
29	**MEAT**	Turkey, Diced .5" White & Dark Meat Cooked	2/5 Lb	same	2846631	CASE	200	$29.80	$5,960.00
30	**MEAT**	Turkey, Ground Bulk Chub 85/15	4/5 lb	same	1926031	CASE	2,080	$28.10	$58,448.00
31	**MEAT**	Turkey, Patty Burger 5.33 Oz White & Dark Meat Savory Seasoned Round Raw Ra	30/5.33 Oz	same	3947831	CASE	500	$35.05	$17,525.00
32	**MEAT**	Turkey, Roll White Meat Cooked Frozen	2/10 Lb	same	1953711	CASE	1,000	$57.96	$57,960.00
33	**FROZEN**	Bean, Green Cut 4 Sieve Iqf Frozen	1/30lb	same	2229881	CASE	650	$37.05	$24,082.50
34	**FROZEN**	Biscuit, Buttermilk 2.25 Oz Sliced Frozen	144/2.25 Oz	same	4041441	CASE	1000	$32.78	$32,780.00
35	**FROZEN**	Broccoli, Cut Grade A Imported Iqf Frozen	1/30lb	same	4598051	CASE	650	$36.49	$23,718.50
36	**FROZEN**	Cauliflower, Floret Iqf Frozen grade A	12/2 Lb	same	2420491	CASE	100	$31.83	$3,183.00
37	**FROZEN**	Carrot, Sliced Smooth Iqf Frozen	1/30lb	same	2420631	CASE	650	$31.88	$20,722.00
38	**FROZEN**	Corn On Cob, Yellow Sweet 3" Iqf Frozen	96 Ea	same	2230811	CASE	100	$30.94	$3,094.00
39	**FROZEN**	Corn, Kernel Yellow Cut Iqf Frozen	1/30lb	same	4036971	CASE	650	$34.08	$22,152.00
40	**FROZEN**	Pancake, Buttermilk 1.2 Oz Heat & Serve Frozen	144/1.20 Oz	same	0900011	CASE	5,000	$23.37	$116,850.00
41	**FROZEN**	Pancake, Whole Wheat Cooked Tff Iqf Frozen	144/1.2 Oz	same	4060611	CASE	100	$23.37	$2,337.00
42	**FROZEN**	Pea & Carrot, Diced Frozen	1/30lb	same	2230931	CASE	650	$38.66	$25,129.00
43	**FROZEN**	Pea, Green Grade AAB Iqf Frozen	1/30lb	same	2230971	CASE	650	$39.67	$25,785.50
44	**FROZEN**	Pizza, Cheese 100% Mozzarella Smartpizza Whole Grain 4x6 Frozen	96/4.5 Oz	same	2895901	CASE	15	$56.46	$846.90
45	**FROZEN**	Pizza, Pepperoni 6" French Bread Whole-grain-rich Child-nutrition Frozen	60/5.2oz	96ct	2898441	CASE	50	$60.42	$3,021.00
46	**FROZEN**	Pork, Carnitas Boneless Cooked Frozen	6/5 Lba	2/5lb	3176691	LB	10,800	$3.57	$38,556.00
47	**FROZEN**	Potato, French-fry 1/4" Shoestring Tff Line Flow Fancy Frozen	6/4.5 Lb	same	4849771	CASE	20	$30.57	$611.40
48	**FROZEN**	Potato, French-fry Steak Cut	6/5 Lb	same	4849781	CASE	1500	$34.38	$51,570.00
49	**FROZEN**	Vegetable Blend, 4 Way Frozen	1/30lb	same	2230891	CASE	650	$38.00	$24,700.00
50	**FROZEN**	Vegetable Blend, Capri Frozen	1/30lb	same	2256181	CASE	650	$42.09	$27,358.50
51	**FROZEN**	Waffle, Homestyle 1.25 Oz Heat & Serve Frozen	144/1.25 Oz	same	4087431	CASE	2,000	$21.16	$42,320.00
52	**DRY**	Applesauce, Sweetened Fancy Canned	6/#10 Cn	same	4492451	CASE	1500	$40.07	$60,105.00
53	**DRY**	Baking Powder, Double Acting	5 Lb	same	3077591	CASE	85	$12.01	$1,020.85
54	**DRY**	Baking Soda,	24/1 Lb	same	3077601	CASE	35	$23.98	$839.30
55	**DRY**	Base, Chicken	25 Lb	same	2367321	BUCKET	25	$63.82	$1,595.50
56	**DRY**	Bean, Baked W/ Brown Sugar	6/#10 Cn	same	4473161	CASE	15	$35.88	$538.20
57	**DRY**	Bean, Green Cut Canned	6/#10 Cn	same	4365621	CASE	20	$34.76	$695.20
58	**DRY**	Bean, Green Cut Fancy Canned	6/#10 Cn	same	4365631	CASE	20	$34.76	$695.20
59	**DRY**	Bean, Kidney Dark Red Fancy	6/#10 Cn	same	4921141	CASE	50	$26.85	$1,342.50
60	**DRY**	Bean, Navy Dried Raw	20 Lb	same	2550101	CASE	1000	$23.48	$23,480.00
61	**DRY**	Bean, Pinto Dried Triple Cleaned	50 Lb	same	2435551	BAG	450	$39.00	$17,550.00
62	**DRY**	Bean, Refried Vegetarian Canned	6/#10 Cn	same	1962901	CASE	300	$50.85	$15,255.00
63	**DRY**	Bean, Wax Cut 4 Sieve Canned	6/#10 Cn	same	1946421	CASE	50	$42.53	$2,126.50
64	**DRY**	Beet, Diced Fancy Canned	6/#10 Cn	same	4365431	CASE	300	$35.92	$10,776.00
65	**DRY**	Broth, Beef Shelf Stable Packet Soup	6/50/4 Gr	same	1588591	CASE	15	$24.00	$360.00
66	**DRY**	Broth, Chicken Powder Shelf Stable Packet Soup	6/50/4 Gr	same	1588601	CASE	15	$24.00	$360.00
67	**DRY**	Cereal, Corn Flake	4/35 Oz	same	2584971	CASE	3,000	$17.75	$53,250.00
68	**DRY**	Cereal, Oatmeal Rolled Old Fashioned	50 Lb	same	1922561	BAG	200	$59.21	$11,842.00
69	**DRY**	Cheese, Cottage Small Curd 2% Milk Fat Tub Ref	4/5 Lb	same	4879591	CASE	300	$32.26	$9,678.00
70	**DRY**	Chip, Potato Regular Plain Ss	104/1 Oz	same	1664731	CASE	1,000	$44.43	$44,430.00
71	**DRY**	Chip, Tortilla Yellow Corn Round Bag	6/2 Lb	same	4209951	CASE	300	$27.55	$8,265.00
72	**DRY**	Coffee, Ground 100% Colombian Bag Drip Caffeinated	42/2 Oz	60/2oz	4294841	CASE	50	$44.13	$2,206.50
73	**DRY**	Cookie, Oatmeal Old Fashioned	72/1.35oz	same	2434851	CASE	4,000	$18.95	$75,800.00
74	**DRY**	Corn Starch, Box	24/1 Lb	same	3203311	CASE	55	$36.03	$1,981.65
75	**DRY**	Cornmeal, Yellow Medium Enriched Bag	25 Lb	same	1931311	CASE	300	$10.19	$3,057.00

76	DRY	Cracker, Cheese Peanut Butter Sandwich Square Thin Iw	12/8/1.37 Oz	same	5053831	CASE	0	$20.94	$0.00
77	DRY	Cracker, Cheese Sandwich Square Thin Ss Bag	12/8/1.37 Oz	same	5062541	CASE	0	$20.94	$0.00
78	DRY	Cracker, Graham Honey Rectangle Iw	150/3 Ea	same	3343541	CASE	400	$23.39	$9,356.00
79	DRY	Cracker, Saltine Salted Ss Bag Soda	500/2 Ea	same	2546151	CASE	400	$18.75	$7,500.00
80	DRY	Creamer, Powder Pho-free Shelf Stable Ss Packet Non-dairy	10/100 Ea	same	3098711	CASE	15	$35.13	$526.95
81	DRY	Dressing, 1000 Island Ss Pouch Shelf Stable	60/1.5 Oz	same	4329551	CASE	1000	$15.73	$15,730.00
82	DRY	Dressing, French Orange Creamy Ss Pouch Shelf Stable	200/.44 Oz	same	4085981	CASE	200	$20.79	$4,158.00
83	DRY	Dressing, Italian Fat-free Plastic Jar Shelf Stable	4/1 Ga	same	1375641	CASE	15	$39.18	$587.70
84	DRY	Dressing, Italian Fat-free Ss Pouch Shelf Stable	200/.43 Oz	same	4085531	CASE	100	$20.79	$2,079.00
85	DRY	Dressing, Italian Golden Ss Pouch Shelf Stable	200/0.443 Oz	same	4352141	CASE	500	$17.25	$8,625.00
86	DRY	Drink Mix, Cherry	12/24oz	same	2204391	CASE	50	$30.56	$1,528.00
87	DRY	Drink Mix, Fruit Punch	12/24oz	same	2204421	CASE	50	$30.56	$1,528.00
88	DRY	Drink Mix, Grape	12/24oz	same	2204411	CASE	50	$30.56	$1,528.00
89	DRY	Drink Mix, Lemonade	12/24oz	same	2204431	CASE	50	$30.56	$1,528.00
90	DRY	Drink Mix, Orange	12/24oz	same	2204461	CASE	50	$30.56	$1,528.00
91	DRY	Extract, Vanilla Imitation	1 Ga	same	4608201	CASE	25	$17.48	$437.00
92	DRY	Flavoring, Smoke Hickory Liquid Plastic Shelf Stable	4/1 Ga	same	3146331	CASE	15	$43.84	$657.60
93	DRY	Flour, Hotel & Restaurant All-purpose Bleached	50 Lb	2/25lb	4831581	BAG	300	$17.14	$5,142.00
94	DRY	Fruit Cocktail, Diced In Light-syrup Canned	6/#10 Cn	same	2640191	CASE	1,500	$40.79	$61,185.00
95	DRY	Jam, Assorted Sugar-free Ss Cup Shelf Stable	200/.37 Oz	same	2225831	CASE	400	$17.12	$6,848.00
96	DRY	Jelly, Assorted Ss Pouch	500/.5 Oz	same	4753401	CASE	1,000	$16.38	$16,380.00
97	DRY	Jelly, Grape Can Shelf Stable	6/#10 Cn	same	4753441	CASE	260	$84.47	$21,962.20
98	DRY	Margarine, Solid Pho-free Parchment Ref Salted	30/1 Lb	same	4172651	CASE	1,000	$33.98	$33,980.00
99	DRY	Mayonnaise, Extra-heavy Bag-in-box Shelf Stable	30 Lb	same	2566911	CASE	800	$37.76	$30,208.00
100	DRY	Mix, Cake Devils Food Tff	6/5 Lb	same	2733291	CASE	30	$36.06	$1,081.80
101	DRY	Mix, Cake Yellow Tff Add Water	6/5 Lb	same	2594721	CASE	30	$32.14	$964.20
102	DRY	Mix, Gelatin Cherry	12/24 Oz	same	2204281	CASE	360	$34.38	$12,376.80
103	DRY	Mix, Gelatin Lime	12/24 Oz	same	2204311	CASE	360	$34.38	$12,376.80
104	DRY	Mix, Gelatin Orange	12/24 Oz	same	2204321	CASE	360	$34.38	$12,376.80
105	DRY	Mix, Gelatin Strawberry	12/24 Oz	same	2204241	CASE	360	$34.38	$12,376.80
106	DRY	Mix, Gravy Beef Pho-free Shelf Stable Pouch Classic	6/13 Oz	same	3204601	CASE	200	$27.84	$5,568.00
107	DRY	Mix, Gravy Chicken Pho-free Shelf Stable Pouch Classic	6/14 Oz	same	3204591	CASE	200	$23.48	$4,696.00
108	DRY	Mix, Gravy Country Pho-free Shelf Stable	6/24 Oz	same	3204631	CASE	100	$25.39	$2,539.00
109	DRY	Mix, Sauce Cheese Cheddar Add Water Pouch Shelf Stable	6/ 16 oz	same	3204701	CASE	200	$59.30	$11,860.00
110	DRY	Molasses, Light Unsulphured Plastic Jug	4/1 Ga	same	2823191	CASE	15	$60.33	$904.95
111	DRY	Mustard, Yellow Plastic Jar Shelf Stable	4/1 Ga	same	3463511	CASE	75	$25.81	$1,935.75
112	DRY	Oil, Pan Coating Vegetable Oil Based Aerosol Spray	6/14 Oz	same	4799471	CASE	200	$19.64	$3,928.00
113	DRY	Oil, Soybean Tff Salad	35 Lb	same	9595511	CASE	250	$34.53	$8,632.50
114	DRY	Onion, Dried Chopped	15 Lb	same	1968851	CASE	15	$49.83	$747.45
115	DRY	Orange, Mandarin Whole Segment In Light-syrup Canned	6/#10 Cn	same	2246851	CASE	200	$44.79	$8,958.00
116	DRY	Pasta, Macaroni Elbow Shelf Stable	3/10lb	same	2078161	CASE	800	$31.79	$25,432.00
117	DRY	Pasta, Rotini Shelf Stable Large	2/10lb	same	2078211	CASE	400	$21.84	$8,736.00
118	DRY	Pasta, Spaghetti 10" Shelf Stable	2/10 Lb	same	2078111	CASE	500	$21.26	$10,630.00
119	DRY	Peach, Sliced In Light-syrup Choice Canned Yellow Cling	6/#10 Cn	same	3530151	CASE	1,000	$49.88	$49,880.00
120	DRY	Peanut Butter, Creamy Tub Shelf Stable	6/5 Lb	same	3320861	CASE	300	$53.64	$16,092.00
121	DRY	Peanut Butter, Ss Cup	200/.75 Oz	same	4753471	CASE	100	$41.81	$4,181.00
122	DRY	Pear, Diced Snow In Light-syrup Random Canned	6/#10 Cn	same	4508371	CASE	1,500	$53.13	$79,695.00
123	DRY	Pepper, Chili Green Diced 3/8"	6/#10 Cn	same	2699931	CASE	50	$55.08	$2,754.00
124	DRY	Pepper, Sweet Red Diced SWT	24/#300 Cn	same	1154021	CASE	50	$72.18	$3,609.00
125	DRY	Pickle, Dill Smooth Cut Chip 1/8" Shelf Stable	5 Ga	same	2300281	BUCKET	15	$24.45	$366.75
126	DRY	Pineapple, Chunk In Heavy-syrup Canned	6/#10 Cn	same	4719291	CASE	1,000	$30.89	$30,890.00
127	DRY	Potato, Hash Brown Shred Dehydrated Golden Grill Instant	6/37.5 Oz	same	4849971	CASE	2,000	$25.39	$50,780.00

128	**DRY**	Potato, Scalloped Dehydrated Reduced Sodium Instant	6/2.25 Lb	same	4370571	CASE	15	$65.65	$984.75
129	**DRY**	Pudding, Butterscotch Rtu Tff Can Shelf Stable	6/#10 Cn	same	5056541	CASE	300	$40.69	$12,207.00
130	**DRY**	Pudding, Chocolate Rtu Tff Canned Shelf Stable	6/#10 Cn	same	5055621	CASE	300	$46.20	$13,860.00
131	**DRY**	Pudding, Vanilla Rtu Tff Can Shelf Stable	6/#10 Cn	same	5055641	CASE	300	$43.50	$13,050.00
132	**DRY**	Pumpkin, Solid Pack Canned	6/#10 Cn	same	1928321	CASE	100	$55.43	$5,543.00
133	**DRY**	Raisin, Seedless Select	1/30lb	same	3985611	CASE	100	$59.10	$5,910.00
134	**DRY**	Relish, Pickle Sweet Plastic Jar Shelf Stable	4/1 Ga	same	2300351	CASE	50	$28.63	$1,431.50
135	**DRY**	Rice, Brown Medium Grain	1/50lb	same	3483591	BAG	50	$17.27	$863.50
136	**DRY**	Rice, White Long Grain 4% Broken Raw Extra Fancy	50 Lb	same	4502981	BAG	300	$27.23	$8,169.00
137	**DRY**	Salt, Table Not Iodized Bag	25 Lb	same	4696721	BAG	100	$9.63	$963.00
138	**DRY**	Sauce, Bbq Plastic Jug Shelf Stable	4/1 Ga	same	2507951	CASE	15	$34.85	$522.75
139	**DRY**	Sauce, Soy Reduced Sodium Plastic Jug Shelf Stable	6/0.500 Ga	same	1924941	CASE	15	$49.26	$738.90
140	**DRY**	Sauce, Tomato Fancy Canned	6/#10 Cn	same	1973161	CASE	2,500	$24.90	$62,250.00
141	**DRY**	Seasoning Salt, No Msg Added Select Spice	5 Lb	same	4784101	CASE	500	$12.99	$6,495.00
142	**DRY**	Seasoning, Italian Shelf Stable Spice	28 Oz	same	4612821	CASE	50	$20.81	$1,040.50
143	**DRY**	Sugar Sub, Pink Sweet Life 1 Gr Ss Packet Special Print Saccharin	2000/1 Gr	same	3381411	CASE	50	$15.42	$771.00
144	**DRY**	Sugar, Brown Dark Granulated Cane	50 Lb	same	8564351	BAG	50	$56.68	$2,834.00
145	**DRY**	Sugar, Powdered Confectioner 6x Cane	25 Lb	same	8564921	BAG	50	$32.12	$1,606.00
146	**DRY**	Sugar, White 1/10 Oz Ss Packet	2000 Ea	same	1919101	CASE	250	$17.75	$4,437.50
147	**DRY**	Sugar, White Extra Fine Cane	50 Lb	same	2441651	BAG	200	$40.11	$8,022.00
148	**DRY**	Syrup, Pancake Maple Flavored Plastic Jug Shelf Stable	4/1 Ga	same	4912651	CASE	1,000	$38.37	$38,370.00
149	**DRY**	Syrup, Pancake Maple Flavored Sugar-free Ss Cup	100/1.1 Oz	same	2938371	CASE	300	$19.88	$5,964.00
150	**DRY**	Tomato, Diced 1" In Juice Peeled Canned California	6/#10 Cn	same	1946371	CASE	1000	$27.26	$27,260.00
151	**DRY**	Tomato, Diced 1/4" In Puree Peeled Canned Salsa Style California	6/#10 Cn	same	4052941	CASE	200	$27.89	$5,578.00
152	**DRY**	Tuna, Light Skipjack Chunk In Water Can Msc Imported Thailand Shelf Stable	6/66.5 Oz	same	4210981	CASE	600	$64.58	$38,748.00
153	**DRY**	Vinegar, White	4/128/Oz	same	2175761	CASE	200	$16.97	$3,394.00
154	**DRY**	Yogurt, Strawberry Blended Low Fat Rbst Free Tub Ref	6/32 Oz	same	1044711	CASE	100	$16.88	$1,688.00
							TOTAL AMOUNT		$2,883,832.10

Permit to Operate

PIMA COUNTY HEALTH DEPARTMENT
ABRAMS PUBLIC HEALTH CENTER
3950 S. COUNTRY CLUB ROAD, SUITE 2301
TUCSON, AZ 85714

Name of Business:	SHAMROCK FOODS 1900 W RUTHRAUFF RD TUCSON AZ 85705	License #:	3180086
		Valid From:	01/01/2024
Type of Business:	CLASS 1-LIMITED FOOD-2500 TO 7499SQFT (1000B)	Expires On:	12/31/2024
Owner of Business:	XLT-COR, INC.	Date Printed:	11/14/2023

THIS PERMIT TO OPERATE IS ISSUED TO THE BUSINESS(ES) NAME, ADDRESS, AND DESCRIPTION SO NAMED. THIS PERMIT IS NOT TRANSFERABLE TO ANOTHER ADDRESS, BUSINESS, OR PERSON. THIS PERMIT MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES.

THIS PERMIT MUST BE RENEWED BEFORE ITS EXPIRATION DATE.

SHAMROCK FOODS
1900 W RUTHRAUFF RD
TUCSON AZ 85705

Loni Anderson

Loni Anderson, REHS, RS, Division Manager

CITY OF
TUCSON

City of Tucson

Business License

Business Name and Mailing Address:

SHAMROCK FOODS CO
ATTN: GEORGE JACOB
3900 E CAMELBACK RD UNIT 300
PHOENIX, AZ 85018-2615

License Number: T0024439
Issue Date: May 19, 2023
Expiration Date: December 31, 2023

Owner:
SHAMROCK FOODS CO

Doing Business As:
SHAMROCK FOODS CO

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2023
Expiration Date: December 31, 2023

CITY OF
TUCSON

Non-Transferable

T0024439

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: SHAMROCK FOODS CO

Located At: 1900 W RUTHRAUFF RD TUCSON, AZ 85705

Please refer to license number in all correspondence.

BY: _____
CFO/Assistant City Manager

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

PIMA COUNTY

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 24000000000000000119 **MA Version:** 1

Description: Food Products for Pima County Adult Detention Complex

ISSUER	
	Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701
	Issued By: JEREMY KLOPP
	Phone: 5207243730
	Email: jeremy.klopp@pima.gov

TERMS	
	Initiation Date: 04-01-2024
	Expiration Date: 03-31-2025
	NTE Amount: $1,650,000.00
	Used Amount: $0.00

VENDOR			
	Shamrock Foods Company	**Contact:**	Duane Frakes
	PO BOX 52438	**Phone:**	520-609-3499
	PHOENIX AZ 85072-2438	**Email:**	duane_frakes@shamrockfoods.com
		Terms:	0.00 %
		Days:	30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement is for an initial term of one (1) year in the annual award amount of $1,650,000.00 (including sales tax) and includes four (4) one-year renewal options.
Attachment: Shamrock Foods Company Offer Agreement.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the soliciation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 24000000000000000119 **MA Version:** 1

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
2	Meat- Free Form Line Discount 0.0000 %		$0.00			
3	Dairy - Free Form Line Discount 0.0000 %		$0.00			
4	Frozen- Free Form Line Discount 0.0000 %		$0.00			
5	Dry- Free Form Line Discount 0.0000 %		$0.00			

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Master Agreement ("MA") for Contractors to provide Pima County ("County") with Food Products for Pima County Adult Detention Complex on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is Pima County's intent to award multiple vendors.

The established MA will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	Contractor has been in the business of providing Food Products for a minimum of three (3) consecutive years. **Include one (1) copy of licenses with the Offer Agreement, including current year.**	☒ Yes	☐ No
2	Contractor must maintain an appropriately licensed Food Service Establishment with all current registration and permits necessary for operation in Pima County, Arizona. FD-06354 (Permit/License #) 9/8/23 (Initial Date) 4/30/24 (Expire Date (must be current)) ***Submit a copy Health Department Food License/Permit.***	Maricopa County Origin ☒ Yes	☐ No
3	**Experience Requirements:** • Ability to scale delivery, and quantities up or down with minimum notice. • Flexibility to operate in diverse locations. **Provide Reference Information to satisfy this Requirement.** Gilbert Anderson (Name) 520-574-7100 (Phone Number) ganderson@bop.gov (Email)	☒ Yes	☐ No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

This contract establishes the requirements under which the Contractor will provide Food Products for Pima County Adult Detention Complex, in accordance herein.

4.1. General Specifications

4.1.1.Pima County's intent to award multiple vendors.

4.1.2. Contractor shall be financially responsible for obtaining all required licenses to comply with pertinent municipal, county, state, and federal laws, and assume liability for all applicable taxes including but not restricted to sales, and personal property. Contractor is responsible for obtaining all required permits.

4.1.3. Contractor must guarantee that all deliveries made to Pima County Adult Detention Complex are reserved as first (1st) stop status.

4.1.4. The large Wednesday loads, an electric pallet jack is preferred. Contractor must provide their own electric pallet jack.

4.1.5. All loads will be unloaded by supplier. Pallets must be standard 48"x40" and should not be stacked higher than 6ft. Failure to palletize and shrink-wrap loads can result in rejection of order and will need to make arrangements to re-deliver same or next day.

4.1.6. Items should be free of damage. Damaged items will be returned to the Contractor and replacement items will be delivered at no additional cost to the County. Damaged items will be immediately brought to the attention of the Contractor.

4.1.7. Contractor is responsible for all damaged items, except to the extent caused by County's negligence.

4.1.8. Contractor must provide invoice at time of delivery or pickup.

4.1.9. Contractor will not be held responsible for unforeseen delays caused beyond the Contractor's control, provided they provide prompt notice of delay as soon as Contractor has knowledge of said delays.

4.1.10. County will not pay for any additional changes, such as, to include but not limited to, fuel surcharges, environmental fees, trip charges, overtime, and delivery.

4.2. Item Specifications

4.2.1. Items ordered by the Sheriff Department will be handled by inmates and thus require special packaging suitable for correctional institutions.

4.2.2. Contractor and their suppliers must comply with all of the applicable United States Code of Federal Regulations (CFR) to assure safety and quality of all food products. All food products must be slaughtered, inspected, processed, handled, stored, packaged, labeled, and transported per all applicable state and federal regulations. Food products must be USDA grade specified. Food products not covered by USDA grades are to be of commercial quality. Contractor must comply with the applicable local agency's licensing regulations.

4.2.3. Regulations include, but are not limited to the following:

- United States Code of Federal Regulations; Title 7, Agriculture and Title 21, Food and Drugs
- United States Pure Food and Drug Acts Standards
- Federal Food Quality Protection Act
- USDA Standards, Grades, and Weight Classes.

All merchandise is to be first quality (top U.S. Grade per class) unless seconds are specifically requested by a County department.

4.2.4. **Dry Food Product-** A dry product that does NOT require freezing or refrigeration.

4.2.5. **Damaged Items-** Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item. Swollen, rusted or dented cans are to be replaced at no charge or credited if the Contractor is notified within fourteen (14) days of the receipt of delivery. Items improperly packaged and stored during transport to maintain environmental temperature and prevent damage or thawing will not be accepted. No distress/damaged, stale, spoiled or merchandise deemed unfit for use will be accepted. Verification of grade and/or pack shall be provided upon request.

Products meeting these "damaged" specifications will be rejected by Pima County and refused and/or returned at the Contractor's expense.

4.2.6. **Labels-** Upon request by County representative, the Contractor will submit labels; nutritional analysis sheets, ingredient lists: prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items will be properly labeled.

4.2.7. **Net Container Quantity-** The minimum net quality of all products in cans and jars will be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

4.2.8. **Product Protection Guarantees-** Contractors are expected to take immediate action to correct any situation in which product integrity is violated at no fault of the County.

4.2.9. **Service Level-** The Contractor shall fill all original at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within twenty-four (24) hours of the scheduled delivery day unless the County agrees that the product will be reordered.

4.2.10. **Standards of Identity-** All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR- Food for Human Consumption.

All equipment must be models of current production, latest design, and technology, new and unused unless otherwise specified. The successful Proposer must provide manufacturer and Proposer documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- [X] Waste prevention/reduction or material recycling/reuse.
- [X] Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- [X] Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- [X] Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- [X] Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail, or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract

and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE $	EXTENDED AMOUNT $
1	See Exhibit A1- Food Product Price List (1 page)	Document		included in bid	
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				**TOTAL BID**	2,998,701.60

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity, and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO, or DOM document.

Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date") which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services, or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO, DO, or DOM document. County will refuse to pay

any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

8.3. Living Wage

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

8.4. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price
N/A			

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.5. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.6. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: N/A % if payment tendered within _____ Days as indicated above.

8.7. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO or DOM document.

All Invoice documents will reference County's DO or DOM number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services, or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or

DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through https://www.pima.gov/208/Vendor-Self-Service-System-VSS.

10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO or DOM document.

- The Pima Sheriff Department's Adult Detention Complex has a standard receiving dock for normal trucks, semi-trailers as large as forty-eight (48) ft. in length.
- Unless requested by the Contractor, Food Service receiving hours are **strictly** 3:00 A.M. to 8:00 A.M. Monday through Friday (including holidays).
- Items must be palletized and shrink-wrapped. Other arrangements can be made for delivery, contact department for other delivery times and dates.
- Delivery Address: Pima County Adult Detention Complex
  1270 W. Silverlake Rd.
  Tucson, AZ 85713
- If required to satisfy the guaranteed delivery interval, Contractor will utilize premium freight method at no additional cost to the County.

Contractor guarantees delivery of product or service in less than two (2) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges, and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2400046 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the

performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)
Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability
Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of $1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability
Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of $1,000,000 each accident and $1,000,000 each person - disease.

13.2. Additional Insurance Requirements
The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

13.2.1. Claims-Made Insurance Coverage
If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination, or cancellation.

13.2.2. Additional Insured Endorsement
The General Liability, Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees, and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement
The General Liability, Business Automobile Liability, Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

13.2.4. Primary Insurance Endorsement
Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary, and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

13.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

13.2.6. Subcontractors
Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation
Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via

facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

13.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

13.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. PERFORMANCE BOND

Not applicable to this contract.

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
01	1/10/24	02	1/18/24		

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Section 7.1? Yes ☐ No ☒ (select one)

If *Yes*, have you included your certification document? Yes ☐ No ☐ (select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference

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17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: US Foods, Inc

BUSINESS ALSO KNOWN AS:

MAILING ADDRESS: 200 East Randolph

CITY/STATE/ZIP: Chicago IL 60601

REMIT TO ADDRESS: US FOODS P.O. Box 842475

CITY/STATE/ZIP: Los Angeles, CA 90084-2475

CONTACT PERSON NAME/TITLE: Laura Bur Territory Manager

PHONE: (520) 891-8944 **FAX:**

CONTACT PERSON EMAIL ADDRESS: Laura.Bur@USFoods.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: Laura.Bur@USFoods.com

CORPORATE HEADQUARTERS ADDRESS: 200 East Randolph Chicago IL 60601

WEBSITE: USFOODS.Com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: **DATE:** 1/26/24

Stephen J. Speiser Vice President Sales

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 503-804-5307 Stephen.Speiser@USfoods.com

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not to conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items

which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: http://www.pima.gov/procure, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTEPARTS

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Amendment No. 2- IFB 2400046 Exhibit A1- Food Product Price List

Bidders are required to provide a **Stock Number** and **Unit Cost** for all **ITEMS**.

Bidders may have a slight variation to the stated Packaging Level varies, you are required after the Stock Number, to indicate your Count/Size/Weight. UOM will not change.
Packaging Level: Defines the number items by count/weight/size to be included in the Unit of Measure (UOM), whenever wholesale packaging levels are standardized, i.e., 6/#10
Unit of Measure (UOM): The package configuration (Case, carton, box, bag, etc.), by which the product would normally be sold. County will order by the UOM/Full Package Configuration.

A) Monthly Delivered Deviated Pricing: Unit Pricing is firm for a one (1) month period. ☐Yes ☐ No
Unity Pricing for Deviated Pricing provided herein is determined by:

☒ Master Price List- Indicate catalog/date/Website. Catalog Name: US FOODS . COM
☐ BLS Consumer Price Index- Indicate the CPI Title/#, region. CPI TITLE/#: _____
FOB Destination/Unloaded- **Include cost of freight in unit price.**

B) REBATES: Does your company offer rebates? ☐**Yes** ☐ **No**
COUPONS: Does your company offer coupons? ☐**Yes** ☐**No**
(If yes to rebates and/or coupons, attach a brochure/description of your rebate/coupon program. Describe how the County will be notified of any rebate/coupon prior to actual order placement. All invoices with details listed on each invoice. Pima County will be advised of all possible rebates/coupons available and work with the Contractor to institute those rebates/coupons.)

C) SPOT Market Purchase: Does your company offer SPOT Market Purchase Program whereby one-time deals, discontinued products, seconds, over production and nearing expiration date items are made available at significantly discounted prices? ☐**Yes** ☐ **No**

No.	TYPE	Product Description	Pack Level: County/Size/ Weight for each Package per UOM	Your Packaging Level	Your Stock Number	UOM- Package Configuration Case/Pound/Bucket	Est Usage	Unit Cost	Extended Amount
1	MEAT	Bacon, Pork Cooked 150 Ct hardwood Smoked	2/150 Ea	2/150 Ea	2477933	CASE	50	$31.65	$1,582.50
2	MEAT	Beef Sub, Patty Meatless Burger Black Bean Cooked Frozen	4/12/3.4 Oz	4/12/3.4 Oz	1323419	CASE	50	$51.97	$2,598.50
3	MEAT	Beef Sub, Patty Meatless Burger Vegan Cooked Frozen	48/3.5 Oz	48/3.5 Oz	5486667	CASE	50	$57.51	$2,875.50
4	MEAT	Beef, Breaded Patty 3.89 Oz Child-nutrition Cooked	126/3.80oz	50/3.2 Oz	9166935	CASE	1,000	$48.85	$48,850.00
5	MEAT	Beef, Patty Ground 80/20 4:1 Homestyle	40/4 Oz	40/4 Oz	2327302	CASE	2,000	$35.17	$70,340.00
6	MEAT	Beef, Round Bottom Gooseneck Cab 170 Raw Ref	3/22 Lba	4/16 Lba	1332899	LB	13,200	$3.35	$44,220.00
7	MEAT	Beef, Salisbury Steak Patty 4:1 Charbroiled Frozen	114/3oz	50/3.2 Oz	6759080	CASE	1,000	$58.81	$58,810.00
8	MEAT	Bologna, Turkey Stick 10 Lb Cooked Frozen	2/10 Lb	2/10 Lb	72637	CASE	1,000	$35.16	$35,160.00
9	MEAT	Burrito, Beef Bean Chili Green Bulk Frozen	72/4 Oz	72/4 Oz	2008597	CASE	500	$46.32	$23,160.00
10	DAIRY	Cheese, American Sliced 160 Count	4/5 Lb	4/5 Lb	6628560	CASE	2,000	$48.51	$97,020.00
11	DAIRY	Cheese, Cheddar Mild Shred Bag Yellow Ref	4/5 Lb	4/5 Lb	8123805	CASE	1,000	$52.26	$52,260.00
12	MEAT	Chicken, Chunk .68 Oz Breaded Whole Grain Breast Meat	4/8/lb	2/5.31 Lb	3801933	CASE	15	$32.71	$490.65
13	MEAT	Chicken, Cutlet 3.7 Oz Breaded Breast Meat Cooked Frozen	10 Lb	10 Lb	8155319	CASE	1,800	$36.97	$66,546.00
14	MEAT	Chicken, Leg Meat Boneless-skinless Raw Frozen	4/10 Lb	4/10 Lb	2723344	CASE	200	$51.26	$10,252.00
15	MEAT	Chicken, Pulled White & Dark Meat Cooked	10 Lb	10 Lb	976062	CASE	15	$40.17	$602.55
16	MEAT	Chicken, Strip Breast Meat .5" Thick Cooked	2/5 Lb	2/5 Lb	8867616	CASE	15	$61.26	$918.90
17	DAIRY	Egg, Liquid Mix Pasteurized Cook-in-bag Frozen	6/5 Lb	6/5 Lb	1140773	CASE	2,000	$46.38	$92,760.00
18	DAIRY	Egg, Shell Medium Grade Aa White Fresh Ref	15 Dz	15 Dz	823021	CASE	5,000	$38.31	$191,550.00

19	MEAT	Fish, Breaded 4 Oz Square Raw Frozen Usa Wild	40/4 Oz	40/4 Oz	2077121	CASE	1,000	$31.86	$31,860.00
20	MEAT	Ham, Boneless Buffet Hwp 35% Smoked Hardwood	2/10-12 Lba	2/10-12 Lba	1329358	LB	20,000	$2.68	$53,600.00
21	MEAT	Hot Dog, All-beef 4:1 6" Roller Grill Cooked Frozen	10 Lb	2/5 Lb	1330083	CASE	1000	$28.62	$28,620.00
22	MEAT	Hot Dog, Turkey 8:1 6" Cooked Child-nutrition Frozen	2/5 Lb	2/5 Lb	6788467	CASE	500	$25.17	$12,585.00
23	MEAT	Lasagna, Vegetable Tff Cooked Frozen Tray	4/96 Oz	4/96 Oz	7326309	CASE	50	$78.24	$3,912.00
24	MEAT	Pastrami, Turkey Loaf 3-4 Lb Cooked Frozen	4/3-4 Lba	4/3-4 Lba	6552665	LB	12,000	$3.16	$37,920.00
25	MEAT	Salami, Turkey Stick 10 Lb Cooked Ref	2/10 Lb	2/10 Lb	84418	CASE	1,000	$50.56	$50,560.00
26	MEAT	Sausage, Italian Medium Crumble Pork W/ Tvp Cooked Frozen Topping	2/5 Lb	2/5 Lb	6139655	CASE	200	$29.44	$5,888.00
27	MEAT	Sausage, Pork Link .8 Oz 3.75" Natural Casing Cooked Frozen Breakfast	10 Lb	10 Lb	4019733	CASE	2,000	$34.20	$68,400.00
28	MEAT	Turkey, Breast & Thigh Roast Skin-on Solution Added 15% Netted Raw Bag Froz	2/8-12 Lba	2/8-12 Lba	7344193	LB	4,000	$5.04	$20,160.00
29	MEAT	Turkey, Diced .5" White & Dark Meat Cooked	2/5 Lb	2/5 Lb	7318975	CASE	200	$36.17	$7,234.00
30	MEAT	Turkey, Ground Bulk Chub 85/15	4/5 lb	4/5 Lb	6522929	CASE	2,080	$59.28	$123,302.40
31	MEAT	Turkey, Patty Burger 5.33 Oz White & Dark Meat Savory Seasoned Round Raw Ra	30/5.33 Oz	30/5.33 Oz	6431472	CASE	500	$31.86	$15,930.00
32	MEAT	Turkey, Roll White Meat Cooked Frozen	2/10 Lb	2/10 Lb	1193713	CASE	1,000	$59.44	$59,440.00
33	FROZEN	Bean, Green Cut 4 Sieve Iqf Frozen	1/30lb	1/20 Lb	3328226	CASE	650	$25.60	$16,640.00
34	FROZEN	Biscuit, Buttermilk 2.25 Oz Sliced Frozen	144/2.25 Oz	144/2.25 Oz	3320709	CASE	1000	$42.96	$42,960.00
35	FROZEN	Broccoli, Cut Grade A Imported Iqf Frozen	1/30lb	1/20 Lb	4328423	CASE	650	$28.69	$18,648.50
36	FROZEN	Cauliflower, Floret Iqf Frozen grade A	12/2 Lb	12/2 Lb	8328429	CASE	100	$43.10	$4,310.00
37	FROZEN	Carrot, Sliced Smooth Iqf Frozen	1/30lb	1/20 Lb	2328235	CASE	650	$21.71	$14,111.50
38	FROZEN	Corn On Cob, Yellow Sweet 3" Iqf Frozen	96 Ea	96 Ea	4328118	CASE	100	$30.83	$3,083.00
39	FROZEN	Corn, Kernel Yellow Cut Iqf Frozen	1/30lb	1/20 Lb	6328116	CASE	650	$29.76	$19,344.00
40	FROZEN	Pancake, Buttermilk 1.2 Oz Heat & Serve Frozen	144/1.20 Oz	144/1.2 Oz	7439026	CASE	5,000	$26.49	$132,450.00
41	FROZEN	Pancake, Whole Wheat Cooked Tff Iqf Frozen	144/1.2 Oz	144/1.2 Oz	9681410	CASE	100	$29.13	$2,913.00
42	FROZEN	Pea & Carrot, Diced Frozen	1/30lb	1/20 Lb	9328451	CASE	650	$28.09	$18,258.50
43	FROZEN	Pea, Green Grade AAB Iqf Frozen	1/30lb	1/20 Lb	8328247	CASE	650	$27.74	$18,031.00
44	FROZEN	Pizza, Cheese 100% Mozzarella Smartpizza Whole Grain 4x6 Frozen	96/4.5 Oz	96/4.5 Oz	3493152	CASE	15	$53.44	$801.60
45	FROZEN	Pizza, Pepperoni 6" French Bread Whole-grain-rich Child-nutrition Frozen	60/5.2oz			CASE	50	$0.00	$0.00
46	FROZEN	Pork, Carnitas Boneless Cooked Frozen	6/5 Lba	6/5 Lba	9360892	LB	10,800	$3.88	$41,904.00
47	FROZEN	Potato, French-fry 1/4" Shoestring Tff Line Flow Fancy Frozen	6/4.5 Lb	6/4.5 Lb	8327041	CASE	20	$47.31	$946.20
48	FROZEN	Potato, French-fry Steak Cut	6/5 Lb	6/5 Lb	5327044	CASE	1500	$52.56	$78,840.00
49	FROZEN	Vegetable Blend, 4 Way Frozen	1/30lb	1/20 Lb	8328239	CASE	650	$26.81	$17,426.50
50	FROZEN	Vegetable Blend, Capri Frozen	1/30lb	1/20 Lb	6328298	CASE	650	$36.67	$23,835.50
51	FROZEN	Waffle, Homestyle 1.25 Oz Heat & Serve Frozen	144/1.25 Oz	144/1.25 Oz	2134093	CASE	2,000	$27.29	$54,580.00
52	DRY	Applesauce, Sweetened Fancy Canned	6/#10 Cn	6/#10 Cn	8863581	CASE	1500	$27.58	$41,370.00
53	DRY	Baking Powder, Double Acting	5 Lb	5 Lb	6007652	CASE	85	$7.52	$639.20
54	DRY	Baking Soda,	24/1 Lb	24/1 Lb	6480262	CASE	35	$25.50	$892.50
55	DRY	Base, Chicken	25 Lb	25 Lb	9579777	BUCKET	25	$62.65	$1,566.25
56	DRY	Bean, Baked W/ Brown Sugar	6/#10 Cn	6/#10 Cn	2986529	CASE	15	$49.60	$744.00
57	DRY	Bean, Green Cut Canned	6/#10 Cn	6/#10 Cn	4330270	CASE	20	$37.32	$746.40
58	DRY	Bean, Green Cut Fancy Canned	6/#10 Cn	6/#10 Cn	9029208	CASE	20	$43.49	$869.80
59	DRY	Bean, Kidney Dark Red Fancy	6/#10 Cn	6/#10 Cn	3717352	CASE	50	$30.68	$1,534.00
60	DRY	Bean, Navy Dried Raw	20 Lb	20 Lb	5844535	CASE	1000	$30.36	$30,360.00
61	DRY	Bean, Pinto Dried Triple Cleaned	50 Lb	50 Lb	3135274	BAG	450	$37.92	$17,064.00
62	DRY	Bean, Refried Vegetarian Canned	6/#10 Cn	6/#10 Cn	3008497	CASE	300	$50.98	$15,294.00
63	DRY	Bean, Wax Cut 4 Sieve Canned	6/#10 Cn			CASE	50	$0.00	$0.00
64	DRY	Beet, Diced Fancy Canned	6/#10 Cn	6/#10 Cn	5330097	CASE	300	$45.47	$13,641.00
65	DRY	Broth, Beef Shelf Stable Packet Soup	6/50/4 Gr	6/50/4 gr	6300743	CASE	15	$36.47	$547.05

66	DRY	Broth, Chicken Powder Shelf Stable Packet Soup	6/50/4 Gr	6/50/4 Gr	4299178	CASE	15	$33.77	$506.55
67	DRY	Cereal, Corn Flake	4/35 Oz	4/35 Oz	3176849	CASE	3,000	$14.61	$43,830.00
68	DRY	Cereal, Oatmeal Rolled Old Fashioned	50 Lb	50 Lb	3008414	BAG	200	$29.78	$5,956.00
69	DRY	Cheese, Cottage Small Curd 2% Milk Fat Tub Ref	4/5 Lb	4/5 Lb	7687465	CASE	300	$33.88	$10,164.00
70	DRY	Chip, Potato Regular Plain Ss	104/1 Oz	104/1 Oz	9315128	CASE	1,000	$41.80	$41,800.00
71	DRY	Chip, Tortilla Yellow Corn Round Bag	6/2 Lb	6/2 Lb	6537825	CASE	300	$27.11	$8,133.00
72	DRY	Coffee, Ground 100% Colombian Bag Drip Caffeinated	42/2 Oz	42/2 oz	8164069	CASE	50	$56.93	$2,846.50
73	DRY	Cookie, Oatmeal Old Fashioned	72/1.35oz			CASE	4,000	$0.00	$0.00
74	DRY	Corn Starch, Box	24/1 Lb	24/1 Lb	4009908	CASE	55	$33.43	$1,838.65
75	DRY	Cornmeal, Yellow Medium Enriched Bag	25 Lb	25 Lb	4008108	CASE	300	$11.63	$3,489.00
76	DRY	Cracker, Cheese Peanut Butter Sandwich Square Thin Iw	12/8/1.37 Oz	12/8/1.37 Oz	1756906	CASE	0	$26.07	$0.00
77	DRY	Cracker, Cheese Sandwich Square Thin Ss Bag	12/8/1.37 Oz	12/8/1.37 Oz	7674942	CASE	0	$26.07	$0.00
78	DRY	Cracker, Graham Honey Rectangle Iw	150/3 Ea	150/3 Ea	7007529	CASE	400	$30.42	$12,168.00
79	DRY	Cracker, Saltine Salted Ss Bag Soda	500/2 Ea	500/2 Ea	7003999	CASE	400	$16.04	$6,416.00
80	DRY	Creamer, Powder Pho-free Shelf Stable Ss Packet Non-dairy	10/100 Ea	10/100 Ea	6525421	CASE	15	$34.80	$522.00
81	DRY	Dressing, 1000 Island Ss Pouch Shelf Stable	60/1.5 Oz	60/1.5 Oz	71183	CASE	1000	$12.72	$12,720.00
82	DRY	Dressing, French Orange Creamy Ss Pouch Shelf Stable	200/.44 Oz	200/.44 Oz	64881	CASE	200	$14.08	$2,816.00
83	DRY	Dressing, Italian Fat-free Plastic Jar Shelf Stable	4/1 Ga	4/1 Ga	7328990	CASE	15	$29.47	$442.05
84	DRY	Dressing, Italian Fat-free Ss Pouch Shelf Stable	200/.43 Oz	200/.43 Oz	49643	CASE	100	$14.87	$1,487.00
85	DRY	Dressing, Italian Golden Ss Pouch Shelf Stable	200/0.443 Oz	200/.443 Oz	63743	CASE	500	$14.00	$7,000.00
86	DRY	Drink Mix, Cherry	12/24oz	12/24 Oz	5328042	CASE	50	$25.19	$1,259.50
87	DRY	Drink Mix, Fruit Punch	12/24oz	12/24 Oz	7328024	CASE	50	$25.19	$1,259.50
88	DRY	Drink Mix, Grape	12/24oz	12/24 Oz	1328020	CASE	50	$25.19	$1,259.50
89	DRY	Drink Mix, Lemonade	12/24oz	12/24 Oz	1328038	CASE	50	$25.19	$1,259.50
90	DRY	Drink Mix, Orange	12/24oz	12/24 Oz	6328033	CASE	50	$25.19	$1,259.50
91	DRY	Extract, Vanilla Imitation	1 Ga	1 Ga	761346	CASE	25	$13.42	$335.50
92	DRY	Flavoring, Smoke Hickory Liquid Plastic Shelf Stable	4/1 Ga	4/1 Ga	5003975	CASE	15	$47.54	$713.10
93	DRY	Flour, Hotel & Restaurant All-purpose Bleached	50 Lb	50 Lb	5330949	BAG	300	$21.26	$6,378.00
94	DRY	Fruit Cocktail, Diced In Light-syrup Canned	6/#10 Cn	6/#10 Cn	6678551	CASE	1,500	$39.99	$59,985.00
95	DRY	Jam, Assorted Sugar-free Ss Cup Shelf Stable	200/.37 Oz	200/.37 Oz	9501354	CASE	400	$13.92	$5,568.00
96	DRY	Jelly, Assorted Ss Pouch	500/.5 Oz			CASE	1,000	$0.00	$0.00
97	DRY	Jelly, Grape Can Shelf Stable	6/#10 Cn	6/#10 Cn	4327573	CASE	260	$90.25	$23,465.00
98	DRY	Margarine, Solid Pho-free Parchment Ref Salted	30/1 Lb	30/1 Lb	1773846	CASE	1,000	$28.18	$28,180.00
99	DRY	Mayonnaise, Extra-heavy Bag-in-box Shelf Stable	30 Lb	30 Lb	4328936	CASE	800	$44.62	$35,696.00
100	DRY	Mix, Cake Devils Food Tff	6/5 Lb	6/5 Lb	1316504	CASE	30	$34.67	$1,040.10
101	DRY	Mix, Cake Yellow Tff Add Water	6/5 Lb	6/5 Lb	9316498	CASE	30	$30.60	$918.00
102	DRY	Mix, Gelatin Cherry	12/24 Oz	12/24 Oz	8370322	CASE	360	$45.67	$16,441.20
103	DRY	Mix, Gelatin Lime	12/24 Oz	12/24 Oz	6370662	CASE	360	$45.72	$16,459.20
104	DRY	Mix, Gelatin Orange	12/24 Oz	12/24 Oz	1328848	CASE	360	$45.68	$16,444.80
105	DRY	Mix, Gelatin Strawberry	12/24 Oz	12/24 Oz	9370669	CASE	360	$45.68	$16,444.80
106	DRY	Mix, Gravy Beef Pho-free Shelf Stable Pouch Classic	6/13 Oz	6/13 Oz	6052552	CASE	200	$30.04	$6,008.00
107	DRY	Mix, Gravy Chicken Pho-free Shelf Stable Pouch Classic	6/14 Oz	6/14 Oz	9021191	CASE	200	$27.01	$5,402.00
108	DRY	Mix, Gravy Country Pho-free Shelf Stable	6/24 Oz	6/24 Oz	3777894	CASE	100	$26.93	$2,693.00
109	DRY	Mix, Sauce Cheese Cheddar Add Water Pouch Shelf Stable	6/ 16 oz	6/16 Oz	6718352	CASE	200	$56.14	$11,228.00
110	DRY	Molasses, Light Unsulphured Plastic Jug	4/1 Ga	4/1 Ga	3737319	CASE	15	$65.55	$983.25
111	DRY	Mustard, Yellow Plastic Jar Shelf Stable	4/1 Ga	4/1 Ga	5736780	CASE	75	$23.83	$1,787.25
112	DRY	Oil, Pan Coating Vegetable Oil Based Aerosol Spray	6/14 Oz	6/14 Oz	2328813	CASE	200	$22.96	$4,592.00

113	DRY	Oil, Soybean Tff Salad	35 Lb	35 Lb	1327055	CASE	250	$37.02	$9,255.00
114	DRY	Onion, Dried Chopped	15 Lb	15 Lb	7489479	CASE	15	$50.18	$752.70
115	DRY	Orange, Mandarin Whole Segment In Light-syrup Canned	6/#10 Cn	6/#10 Cn	5482591	CASE	200	$31.29	$6,258.00
116	DRY	Pasta, Macaroni Elbow Shelf Stable	3/10lb	2/10 Lb	9124693	CASE	800	$25.17	$20,136.00
117	DRY	Pasta, Rotini Shelf Stable Large	2/10lb	2/10 Lb	3440521	CASE	400	$25.17	$10,068.00
118	DRY	Pasta, Spaghetti 10" Shelf Stable	2/10 Lb	2/10 Lb	1298496	CASE	500	$21.94	$10,970.00
119	DRY	Peach, Sliced In Light-syrup Choice Canned Yellow Cling	6/#10 Cn	6/#10 Cn	6467740	CASE	1,000	$41.01	$41,010.00
120	DRY	Peanut Butter, Creamy Tub Shelf Stable	6/5 Lb	6/5 Lb	4327581	CASE	300	$70.29	$21,087.00
121	DRY	Peanut Butter, Ss Cup	200/.75 Oz	200/.75 Oz	7302281	CASE	100	$35.27	$3,527.00
122	DRY	Pear, Diced Snow In Light-syrup Random Canned	6/#10 Cn	6/#10 Cn	6626642	CASE	1,500	$30.21	$45,315.00
123	DRY	Pepper, Chili Green Diced 3/8"	6/#10 Cn	6/#10 Cn	4526729	CASE	50	$72.77	$3,638.50
124	DRY	Pepper, Sweet Red Diced SWT	24/#300 Cn	24/#300 C	5326491	CASE	50	$50.44	$2,522.00
125	DRY	Pickle, Dill Smooth Cut Chip 1/8" Shelf Stable	5 Ga	5 Ga	6083620	BUCKET	15	$24.74	$371.10
126	DRY	Pineapple, Chunk In Heavy-syrup Canned	6/#10 Cn	6/#10 Cn	172775	CASE	1,000	$33.34	$33,340.00
127	DRY	Potato, Hash Brown Shred Dehydrated Golden Grill Instant	6/37.5 Oz	6/37.5 Oz	6284707	CASE	2,000	$51.12	$102,240.00
128	DRY	Potato, Scalloped Dehydrated Reduced Sodium Instant	6/2.25 Lb	6/2.25 Lb	1000066	CASE	15	$66.71	$1,000.65
129	DRY	Pudding, Butterscotch Rtu Tff Can Shelf Stable	6/#10 Cn	6/#10 Cn	6327316	CASE	300	$41.90	$12,570.00
130	DRY	Pudding, Chocolate Rtu Tff Canned Shelf Stable	6/#10 Cn	6/#10 Cn	8327314	CASE	300	$41.66	$12,498.00
131	DRY	Pudding, Vanilla Rtu Tff Can Shelf Stable	6/#10 Cn	6/#10 Cn	3761095	CASE	300	$38.92	$11,676.00
132	DRY	Pumpkin, Solid Pack Canned	6/#10 Cn	6/#10 Cn	1352368	CASE	100	$69.63	$6,963.00
133	DRY	Raisin, Seedless Select	1/30lb	1/30 Lb	5080619	CASE	100	$48.32	$4,832.00
134	DRY	Relish, Pickle Sweet Plastic Jar Shelf Stable	4/1 Ga	4/1 Ga	9369092	CASE	50	$59.29	$2,964.50
135	DRY	Rice, Brown Medium Grain	1/50lb	1/25 Lb	2809291	BAG	50	$25.40	$1,270.00
136	DRY	Rice, White Long Grain 4% Broken Raw Extra Fancy	50 Lb	50 Lb	104711	BAG	300	$25.39	$7,617.00
137	DRY	Salt, Table Not Iodized Bag	25 Lb	25 Lb	6329924	BAG	100	$7.35	$735.00
138	DRY	Sauce, Bbq Plastic Jug Shelf Stable	4/1 Ga	4/1 Ga	4009577	CASE	15	$31.20	$468.00
139	DRY	Sauce, Soy Reduced Sodium Plastic Jug Shelf Stable	6/0.500 Ga	6/.5 Ga	5018395	CASE	15	$47.88	$718.20
140	DRY	Sauce, Tomato Fancy Canned	6/#10 Cn	6/#10 Cn	7355688	CASE	2,500	$32.27	$80,675.00
141	DRY	Seasoning Salt, No Msg Added Select Spice	5 Lb	5 Lb	820704	CASE	500	$12.44	$6,220.00
142	DRY	Seasoning, Italian Shelf Stable Spice	28 Oz	28 Oz	760991	CASE	50	$26.82	$1,341.00
143	DRY	Sugar Sub, Pink Sweet Life 1 Gr Ss Packet Special Print Saccharin	2000/1 Gr	2000/1 Gr	2947372	CASE	50	$20.74	$1,037.00
144	DRY	Sugar, Brown Dark Granulated Cane	50 Lb	50 Lb	6138689	BAG	50	$58.18	$2,909.00
145	DRY	Sugar, Powdered Confectioner 6x Cane	25 Lb	25 Lb	3010758	BAG	50	$35.66	$1,783.00
146	DRY	Sugar, White 1/10 Oz Ss Packet	2000 Ea	2000 Ea	9327263	CASE	250	$23.16	$5,790.00
147	DRY	Sugar, White Extra Fine Cane	50 Lb	50 Lb	8010746	BAG	200	$45.33	$9,066.00
148	DRY	Syrup, Pancake Maple Flavored Plastic Jug Shelf Stable	4/1 Ga	4/1 Ga	9327636	CASE	1,000	$40.77	$40,770.00
149	DRY	Syrup, Pancake Maple Flavored Sugar-free Ss Cup	100/1.1 Oz	100/1.1 Oz	1143197	CASE	300	$14.28	$4,284.00
150	DRY	Tomato, Diced 1" In Juice Peeled Canned California	6/#10 Cn	6/#10 Cn	7330178	CASE	1000	$32.50	$32,500.00
151	DRY	Tomato, Diced 1/4" In Puree Peeled Canned Salsa Style California	6/#10 Cn	6/#10 Cn	3355682	CASE	200	$33.91	$6,782.00
152	DRY	Tuna, Light Skipjack Chunk In Water Can Msc Imported Thailand Shelf Stable	6/66.5 Oz	6/66.5 Oz	2902906	CASE	600	$71.47	$42,882.00
153	DRY	Vinegar, White	4/128/Oz	4/1 Ga	1328335	CASE	200	$23.42	$4,684.00
154	DRY	Yogurt, Strawberry Blended Low Fat Rbst Free Tub Ref	6/32 Oz	6/32 Oz	9182385	CASE	100	$12.22	$1,222.00
							TOTAL AMOUNT		$2,998,701.60

PIMA COUNTY
PROCUREMENT

PIMA COUNTY PROCUREMENT DEPARTMENT
150 W CONGRESS ST., 5th FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484
Terri Spencer
Procurement Director

January 10, 2024

AMENDMENT NO. 01

SOLICITATION NO. IFB-PO-2400046, FOOD PRODUCTS FOR PIMA COUNTY ADULT DETENTION COMPLEX

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

SOLICITATION DUE DATE:
Solicitation Due Date & Time remain unchanged:
January 23, 2024, at or before 1:00 PM Local Tucson, AZ Time (MST).

CHANGES AND/OR ADDITIONS:
Changes: Replacing Solicitation Agreement in its entirety with Amendment No. 01.
Replacing Exhibit A: Food Product Price List (1 page) with Exhibit A1; Food Product Price List (1 page).

QUESTIONS/ANSWERS:
Q. 1) When is the start date for the Bid?
A. 1) The tentative effective date is April 1, 2024.

Q. 2) When could we expect POs to start if awarded?
A. 2) Depending on departmental needs on or after April 1, 2024.

Q. 3) Can we get a contract/bid tabulation for past awards?
A. 3) All Contracts can be accessed using the OnBase link below.
PublicAccess - CustomQuery Template (pima.gov)

Q. 4) Do you require cage free eggs?
A. 4) No, not at this time.

Q. 5) Underneath the bullet points it states that the contractor must guarantee delivery of product or service in less than 2 calendar days after the issue date of order. We are trying to understand the flexibility on this tight delivery window as it will give us a better understanding of how we must handle our internal stocking and delivery strategy.
A. 5) We strive to maintain constant contact with our vendors both verbally (phone call) and via email. Since the inception of COVID, PCSD has had to deal with constant menu changes due to the market and still due to this day. We are flexible. Generally PCSD's Jail Menu consists of four (4) cycles, and we maintain an excel spreadsheet (order guide) that lists the average weekly usage of its menu based on Pima Co. Adult Detention Complex's population. This information is shared with our vendors on a weekly basis so they can get a better understanding of our usage. Unfortunately our population is in constant flux and can range anywhere from 1600 to 1900 inmates at any given time.

PCSD goal is to minimize waste; all of our cycles tend to have 75% of the same product on its menu to alleviate this issue especially with our lack of food storage, staff, and to insure perishable items are used before expiration. Utilizing 75% of the same food allows flexibility for both parties.

Q. 6) If there is opportunity for a longer delivery window that will allow us to bid with the deepest savings we can provide to you?
A. 6) Generally orders are placed on Monday's and specific food items are delivered on specific days to allow proper food rotation and to allow its vendors the ability for flexibility. These orders are for the following calendar week and (menu cycle).

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments may be cause for rejection.

This Amendment is a total of twenty-three (23) pages.

If any questions, please contact me via e-mail at Stephen.Romero@pima.gov.

/s/ Stephen Romero

Stephen Romero, Procurement Officer

PIMA COUNTY
PROCUREMENT

PIMA COUNTY PROCUREMENT DEPARTMENT
150 W CONGRESS ST., 5th FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484
Terri Spencer
Procurement Director

January 18, 2024

AMENDMENT NO. 02

SOLICITATION NO. IFB-PO-2400046, FOOD PRODUCTS FOR PIMA COUNTY ADULT DETENTION COMPLEX

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

SOLICITATION DUE DATE:
Solicitation Due Date & Time changed:
From January 23, 2024, at or before 1:00 PM Local Tucson, AZ Time (MST) to January 30, 2024, at or before 1:00 PM Local Tucson, AZ Time (MST).

CHANGES AND/OR ADDITIONS:
Replacing: Exhibit A1: Food Product Price List (1 page).

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments may be cause for rejection.

This Amendment is a total of one (1) page.

If any questions, please contact me via e-mail at Stephen.Romero@pima.gov.

/s/ Stephen Romero
Stephen Romero, Procurement Officer

Environmental Service Department
Environmental Health Division

Business Name: US Food Service

Permit Number: FD-06354

A

9/8/202

www.maricopa.gov

This award card is property of the Maricopa County Environmental Services Dept. Tampering or altering this card may result in legal action.

Maricopa County
Environmental Services Department
Environmental Health Division
Food Inspection Report

Date: 9/8/2023
Start Time: 10:30:00 AM
Permit ID: FD-57780
Expires: 6/30/2023

Purpose Routine Inspection

Business Name: **US Foods** **Address:** **4650 W Buckeye Rd , Phoenix, AZ 85043**

Terms:

- PRIORITY VIOLATION is a major violation that directly contributes to increasing the risk of foodborne illness or injury.
- PRIORITY FOUNDATION VIOLATION is a minor violation that does not directly contribute to an increased risk of foodborne illness but failure to correct this violation may lead to the occurrence of a PRIORITY VIOLATION.
- CORE VIOLATION is a minor violation that relates to general maintenance and sanitation.

General Comments:

This establishment received a(n) A Grade and had 0 Priority, 0 Priority Foundation violations on this inspection.

Of note: Ensure ceiling cover above front entrance to test kitchen is replaced to eliminate the possibility of contamination. PIC stated they had just replaced their fire alarm system.

Report emailed to PIC.

No County legal action will result from this inspection.

On July 1st, 2023, the Environmental Services Department started emailing permit card(s) and permit invoice(s) to permittees. We need a current and accurate email address on file to ensure you receive a copy of your permit card and invoice(s) upon renewal.
If you are unsure whether your email address is accurate, you may:
• Contact your inspector using the phone number or email on your last inspection report to review, or
• Contact the Department using the email addresses below,
o Envquickservicerestaurants@maricopa.gov (facilities such as fast-food)
o Envfullservicerestaurants@maricopa.gov (facilities that are full-service restaurants)
o Envretailgrocery@maricopa.gov (facilities like grocery stores or retail food markets)
o Envspecialtyprograms@maricopa.gov (mobile food/special events/plan review)
If you need to update your email address and/or other contact information, please submit an administrative change request form at the below website
https://www.maricopa.gov/FormCenter/Environmental-Services-16/Administrative-Change-Request-Form-181.

GENERAL PERMIT & INSPECTION INFORMATION

Owner Name:	USF Propco I LLC	**Permit Type:**	E&D 10+ Seating Class 3
Mailing Address:	4650 W Buckeye Rd	**Permit Location:**	Test/Sample kitchen. On same campus as Food Jobber: FD-06354.
Phone Number:	8477208283		
Food Manager Licenses:	1	**Award:**	A
		Embargoed:	

Status indicates whether the item was met during the evaluation.Key: IN = In Compliance OUT = Not in Compliance N/O = Not Observed N/A = Not Applicable Foodborne Illness Risk factors are food preparation and employee behaviors most commonly reported to the Centers for Disease Control and Prevention (CDC) as contributing factors in foodborne illness outbreaks. The specific observations made in a category market 'OUT' can be found at the beginning of this report.

Foodborne Illness Risk Factors:

	Status	Item		Status	Item
01	In	Certification by accredited program, compliance with Code, or correct responses	16	In	Proper cooking time & temperatures
02	In	Management Awareness; policy present	17	N/O	Proper reheating procedures for hot holding
03	In	Proper use of reporting, restriction & exclusion	18	N/A	Proper cooling time & temperatures
04	N/O	Proper eating, tasting, drinking, or tobacco use	19	N/O	Proper hot holding temperatures
05	In	No discharge from eyes, nose, and mouth	20	In	Proper cold holding temperatures
06	N/O	Hands clean & properly washed	21	N/O	Proper date marking & disposition
07	In	No bare hand contact with RTE foods or approved alternate method properly followed	22	N/A	Time as a public health control: procedures & record
08	In	Adequate hand washing facilities supplied & accessible	23	N/A	Consumer advisory provided for raw or undercooked foods
09	In	Food obtained from approved source	24	N/A	Pasteurized foods used; prohibited foods not offered
10	N/O	Food received at proper temperature	25	N/A	Food additives; approved and properly used
11	In	Food in good condition safe, & unadulterated	26	In	Toxic substances properly identified, stored, and used
12	N/A	Required records available; shell stock tags, parasite destruction	27	N/A	Compliance with variance, specialized process, & HACCP plan
13	In	Food separated & protected			
14	In	Food-contact surfaces: cleaned & sanitized			
15	In	Proper disposition of returned, previously served, reconditioned & unsafe food			

Based on this inspection, the issues/ items listed below identify violations of the Maricopa County Environmental Health Code and/or FDA 2013 Food Code. Failure to comply with the Code may result in permit suspension, permit revocation, Notice of Violation and Demand for Compliance, Cease and Desist, citation or referral to the County Attorney's Office. Priority items are required to be corrected within 3 days, Priority Foundation Items within 10 days, and Core items within 90 days unless otherwise noted on this inspection report. For additional compliance assistance, please contact the inspector listed below or their supervisor. If violations were noted on a previous inspection and have been corrected, legal enforcement action may already have been initiated and will continue. Violations found on any inspection may be used to determine a pattern of non-compliance.

Received By:

Eddie B.

Environmental Health Specialist:

Mauricio Gonzalez
(602) 228-2019
Mauricio.Gonzalez@maricopa.gov

Supervisor:

Colton Rasen
(602) 527-6317
Colton.Rasen@maricopa.gov

Maricopa County

Environmental Services Department

Environmental Services Department

41-1001.01. Regulatory bill of rights; small businesses

A. To ensure fair and open regulation by state agencies, a person:

1. Is eligible for reimbursement of fees and other expenses if the person prevails by adjudication on the merits against an agency in a court proceeding regarding an agency decision as provided in section 12-348.
2. Is eligible for reimbursement of the person's costs and fees if the person prevails against any agency in an administrative hearing as provided in section 41-1007.
3. Is entitled to have an agency not charge the person a fee unless the fee for the specific activity is expressly authorized as provided in section 41-1008.
4. Is entitled to receive the information and notice regarding inspections and audits prescribed in section 41-1009.
5. May review the full text or summary of all rulemaking activity, the summary of substantive policy statements and the full text of executive orders in the register as provided in article 2 of this chapter.
6. May participate in the rulemaking process as provided in articles 3, 4, 4.1 and 5 of this chapter, including:
   a) Providing written comments or testimony on proposed rules to an agency as provided in section 41-1023 and having the agency adequately address those comments as provided in section 41-1052, subsection D, including comments or testimony concerning the information contained in the economic, small business and consumer impact statement.
   b) Filing an early review petition with the governor's regulatory review council as provided in article 5 of this chapter.
   c) Providing written comments or testimony on rules to the governor's regulatory review council during the mandatory sixty-day comment period as provided in article 5 of this chapter.
7. Is entitled to have an agency not base a licensing decision in whole or in part on licensing conditions or requirements that are not specifically authorized by statute, rule or state tribal gaming compact as provided in section 41-1030, subsection B.
8. Is entitled to have an agency not make a rule under a specific grant of rulemaking authority that exceeds the subject matter areas listed in the specific statute or not make a rule under a general grant of rulemaking authority to supplement a more specific grant of rulemaking authority as provided in section 41-1030, subsection C.
9. May allege that an existing agency practice or substantive policy statement constitutes a rule and have that agency practice or substantive policy statement declared void because the practice or substantive policy statement constitutes a rule as provided in section 41-1033.
10. May file a complaint with the administrative rules oversight committee concerning:
    a) A rule's, practice's or substantive policy statement's lack of conformity with statute or legislative intent as provided in section 41-1047.
    b) An existing statute, rule, practice alleged to constitute a rule or substantive policy statement that is alleged to be duplicative or onerous as provided in section 41-1048.
11. May have the person's administrative hearing on contested cases and appealable agency actions heard by an independent administrative law judge as provided in articles 6 and 10 of this chapter.
12. May have administrative hearings governed by uniform administrative appeal procedures as provided in articles 6 and 10 of this chapter and may appeal a final administrative decision by filing a notice of appeal pursuant to title 12, chapter 7, article 6.
13. May have an agency approve or deny the person's license application within a predetermined period of time as provided in article 7.1 of this chapter.
14. Is entitled to receive written notice from an agency on denial of a license application:
    a) That justifies the denial with references to the statutes or rules on which the denial is based as provided in section 41-1076.
    b) That explains the applicant's right to appeal the denial as provided in section 41-1076.
15. Is entitled to receive information regarding the license application process before or at the time the person obtains an application for a license as provided in sections 41-1001.02 and 41-1079.
16. May receive public notice and participate in the adoption or amendment of agreements to delegate agency functions, powers or duties to political subdivisions as provided in section 41-1026.01 and article 8 of this chapter.
17. May inspect all rules and substantive policy statements of an agency, including a directory of documents, in the office of the agency director as provided in section 41-1091.
18. May file a complaint with the office of the ombudsman citizens' aide to investigate administrative acts of agencies as provided in chapter 8, article 5 of this title.
19. Unless specifically authorized by statute, may expect state agencies to avoid duplication of other laws that do not enhance regulatory clarity and to avoid dual permitting to the extent practicable as prescribed in section 41-1002.
20. May have the person's administrative hearing on contested cases pursuant to title 23, chapter 2 or 4 heard by an independent administrative law judge as prescribed by title 23, chapter 2 or 4.
21. Pursuant to section 41-1009, subsection E, may correct deficiencies identified during an inspection unless otherwise provided by law.

B. The enumeration of the rights listed in subsection A of this section does not grant any additional rights that are not prescribed in the sections referenced in subsection A of this section.

C. Each state agency that conducts audits, inspections or other regulatory enforcement actions pursuant to section 41-1009 shall create and clearly post on the agency's website a small business bill of rights. The agency shall create the small business bill of rights by selecting the applicable rights prescribed in this section and section 41- 1009 and any other agency-specific statutes and rules. The agency shall provide a written document of the small business bill of rights to the authorized on-site representative of the regulated small business. In addition to the rights listed in this section and section 41- 1009, the agency notice of the small business bill of rights shall include the process by which a small business may file a complaint with the agency employees who are designated to assist members of the public or regulated community pursuant to section 41-1006. The notice must provide the contact information of the agency's designated employees. The agency notice must also state that if the regulated person has already made a reasonable effort with the agency to resolve the problem and still has not been successful, the regulated person may contact the office of ombudsman-citizens aide.

If you have business related questions, such as permit fees or mailing addresses, please contact the Administrative Services Office at (602) 506-6824.

If you have an issue that you cannot resolve with the Environmental Services Department, you may contact the Maricopa County Ombudsman Office.

Ombudsman@mail.maricopa.gov

Your administrative hearing rights can be found in A.R.S. § 41-1092 et seq., and rights relating to appeal of a final agency decision can be found in A.R.S. § 12-901et seq.

Certificate

Herewith the certification body

NSF Certification, LLC.

being an ISO/IEC 17065 accredited certification body for IFS certification and having signed an agreement with the IFS Management GmbH, confirms that the logistical activities of

US. Foods Phoenix(4I)(AZ) . (COID: 41777)
4650 W Buckeye Rd
85043 Phoenix, AZ United States of America

(US. Foods, Inc.)

for the audit scope:

Storage, Distribution and Transportation by Road of Food (frozen, chilled, and ambient) and Non-Food Products.

With the following Product Scopes: 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.7, 1.1.8, 1.1.9, 1.1.10, 1.2.1, 1.2.2, 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10, 2.2.1, 2.2.2

Exclusions: Storage areas used by on-site meat cutting operation.

Meet the requirements set out in the

IFS Logistics
Version 2.3, June 2021

and other associated normative documents at Higher Level

with a score of 97.43%

Audit date:	*09/27/2023*
Last audit conducted unannounced:	*20.07.2022*
Date of issue of certificate:	*07.11.2023*
Certificate valid until:	*12/14/2024*

Renewal audit between 25.08.2024 and 03.11.2024 in case of announced audit and between 30.06.2024 and 03.11.2024 in case of unannounced audit.

Sarah Krol, Senior Managing Director, Global Supply Chain

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17065
PRODUCT CERTIFICATION BODY
#1181

NSF Certification, LLC
789 N. Dixboro Road, Ann Arbor, MI 48105 USA

This certificate remains the property of NSF Certification, LLC and must be returned immediately on request.
Certificate Issue date is also Signature date for NSF Certification, LLC.

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2024

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/07/2023
EXPIRES: 12/31/2024

LOCATION: CODE 001
US FOOD INCORPORATED
10410 S 50TH PL
PHOENIX, AZ 85044
2300066638352

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
030 - USE TAX FROM INVENTORY	MAR - MARICOPA	COUNTY
029 - USE TAX	PX - PHOENIX	CITY
030 - USE TAX FROM INVENTORY	PX - PHOENIX	CITY
029 - USE TAX	SC - SCOTTSDALE	CITY
029 - USE TAX	TE - TEMPE	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

0002702061000P8982820200027

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2024

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/07/2023
EXPIRES: 12/31/2024

LOCATION: CODE 002
US FOOD INCORPORATED
3115 S MCCLINTOCK
TEMPE, AZ 85282
2300066638352

BUSINESS CODE	REGION	JURISDICTION
017 - RETAIL	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
017 - RETAIL	TE - TEMPE	CITY
029 - USE TAX	TE - TEMPE	CITY
062 - RETAIL SALES FOOD FOR HOME CONSUMPTION	TE - TEMPE	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

0002703968U0000P8998280200027

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2024

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/07/2023
EXPIRES: 12/31/2024

LOCATION: CODE 003
US FOOD INCORPORATED
8075 S RIVER PKWY
TEMPE, AZ 85284
2300066638352

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
030 - USE TAX FROM INVENTORY	MAR - MARICOPA	COUNTY
029 - USE TAX	TE - TEMPE	CITY
030 - USE TAX FROM INVENTORY	TE - TEMPE	CITY

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0002704C8E0000P8368280200027

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2024

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/07/2023
EXPIRES: 12/31/2024

LOCATION: CODE 004
US FOOD INCORPORATED
4650 W. BUCKEYE ROAD
PHOENIX, AZ 85043
2300066638352

BUSINESS CODE	REGION	JURISDICTION
013 - COMMERCIAL LEASE	MAR - MARICOPA	COUNTY
014 - PERSONAL PROPERTY RENTAL	MAR - MARICOPA	COUNTY
017 - RETAIL	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
017 - RETAIL	CH - CHANDLER	CITY
017 - RETAIL	GB - GILBERT	CITY
017 - RETAIL	GE - GLENDALE	CITY
017 - RETAIL	PX - PHOENIX	CITY
029 - USE TAX	PX - PHOENIX	CITY
162 - Retail Sales (Single Item Portion over $11,631)	PX - PHOENIX	CITY
213 - COMMERCIAL RENTAL, LEASING AND LICENSING FOR USE	PX - PHOENIX	CITY
313 - COMMERCIAL LEASE (ADDITIONAL TAX)	PX - PHOENIX	CITY
017 - RETAIL	SC - SCOTTSDALE	CITY
017 - RETAIL	TE - TEMPE	CITY
062 - RETAIL SALES FOOD FOR HOME CONSUMPTION	TE - TEMPE	CITY
017 - RETAIL	TU - TUCSON	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

0002705098M0000P9986280200027

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2024

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/07/2023
EXPIRES: 12/31/2024

LOCATION: CODE 005
US FOOD INCORPORATED
345 KINO PARKWAY
TUCSON, AZ 85716
2300066638352

BUSINESS CODE	REGION	JURISDICTION
017 - RETAIL	PMA - PIMA	COUNTY
029 - USE TAX	PMA - PIMA	COUNTY
017 - RETAIL	TU - TUCSON	CITY
029 - USE TAX	TU - TUCSON	CITY

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ARIZONA DEPARTMENT OF REVENUE
ATTN: License and Registration
PO BOX 29082
PHOENIX AZ 85038-9082

696526-02-00027

2024
US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

0002701084H0000P696526020027

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2022

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/30/2021
EXPIRES: 12/31/2022

LOCATION: CODE 001
US FOOD INCORPORATED
10410 S 50TH PL
PHOENIX, AZ 85044
2100062281600

0005502080C0000P875420030005 5

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
030 - USE TAX FROM INVENTORY	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	BE - BUCKEYE	CITY
015 - CONTRACTING - PRIME	CG - CASA GRANDE	CITY
015 - CONTRACTING - PRIME	PM - PIMA	CITY
029 - USE TAX	PX - PHOENIX	CITY
030 - USE TAX FROM INVENTORY	PX - PHOENIX	CITY
029 - USE TAX	SC - SCOTTSDALE	CITY
015 - CONTRACTING - PRIME	SO - SOMERTON	CITY
029 - USE TAX	TE - TEMPE	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2022

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/30/2021
EXPIRES: 12/31/2022

LOCATION: CODE 002
US FOOD INCORPORATED
3115 S MCCLINTOCK
TEMPE, AZ 85282
2100062281600

BUSINESS CODE	REGION	JURISDICTION
017 - RETAIL	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
017 - RETAIL	TE - TEMPE	CITY
029 - USE TAX	TE - TEMPE	CITY
062 - RETAIL SALES FOOD FOR HOME CONSUMPTION	TE - TEMPE	CITY

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000550308K0000P875420030005 5

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2022

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/30/2021
EXPIRES: 12/31/2022

LOCATION: CODE 003
US FOOD INCORPORATED
8075 S RIVER PKWY
TEMPE, AZ 85284
2100062281600

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
030 - USE TAX FROM INVENTORY	MAR - MARICOPA	COUNTY
029 - USE TAX	TE - TEMPE	CITY
030 - USE TAX FROM INVENTORY	TE - TEMPE	CITY

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0005504064000 0P675420030005 5

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2022

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/30/2021
EXPIRES: 12/31/2022

LOCATION: CODE 004
US FOOD INCORPORATED
4650 W. BUCKEYE ROAD
PHOENIX, AZ 85043
2100062281600

0005505080000P8754200300065

BUSINESS CODE	REGION	JURISDICTION
013 - COMMERCIAL LEASE	MAR - MARICOPA	COUNTY
014 - PERSONAL PROPERTY RENTAL	MAR - MARICOPA	COUNTY
017 - RETAIL	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
017 - RETAIL	CH - CHANDLER	CITY
017 - RETAIL	GB - GILBERT	CITY
017 - RETAIL	GE - GLENDALE	CITY
017 - RETAIL	PX - PHOENIX	CITY
029 - USE TAX	PX - PHOENIX	CITY
165 - Retail Sales (Single Item Portion over $10,968)	PX - PHOENIX	CITY
213 - COMMERCIAL RENTAL, LEASING AND LICENSING FOR USE	PX - PHOENIX	CITY
313 - COMMERCIAL LEASE (ADDITIONAL TAX)	PX - PHOENIX	CITY
017 - RETAIL	SC - SCOTTSDALE	CITY
017 - RETAIL	TE - TEMPE	CITY
062 - RETAIL SALES FOOD FOR HOME CONSUMPTION	TE - TEMPE	CITY
017 - RETAIL	TU - TUCSON	CITY

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ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2022

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/30/2021
EXPIRES: 12/31/2022

LOCATION: CODE 005
US FOOD INCORPORATED
345 KINO PARKWAY
TUCSON, AZ 85718
2100062281600

BUSINESS CODE	REGION	JURISDICTION
017 - RETAIL	PMA - PIMA	COUNTY
029 - USE TAX	PMA - PIMA	COUNTY
017 - RETAIL	TU - TUCSON	CITY
029 - USE TAX	TU - TUCSON	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

0005508068000P6754200300056

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2023

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/22/2022
EXPIRES: 12/31/2023

LOCATION: CODE 001
US FOOD INCORPORATED
10410 S 50TH PL
PHOENIX, AZ 85044
2200064518840

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
030 - USE TAX FROM INVENTORY	MAR - MARICOPA	COUNTY
029 - USE TAX	PX - PHOENIX	CITY
030 - USE TAX FROM INVENTORY	PX - PHOENIX	CITY
029 - USE TAX	SC - SCOTTSDALE	CITY
029 - USE TAX	TE - TEMPE	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

0001702061.0000P6868640200017

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2023

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/22/2022
EXPIRES: 12/31/2023

LOCATION: CODE 002
US FOOD INCORPORATED
3115 S MCCLINTOCK
TEMPE, AZ 85282
2200064518840

BUSINESS CODE	REGION	JURISDICTION
017 - RETAIL	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
017 - RETAIL	TE - TEMPE	CITY
029 - USE TAX	TE - TEMPE	CITY
062 - RETAIL SALES FOOD FOR HOME CONSUMPTION	TE - TEMPE	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

0001703650000P686864020017

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2023

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/22/2022
EXPIRES: 12/31/2023

LOCATION: CODE 003
US FOOD INCORPORATED
8075 S RIVER PKWY
TEMPE, AZ 85284
2200064518840

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
030 - USE TAX FROM INVENTORY	MAR - MARICOPA	COUNTY
029 - USE TAX	TE - TEMPE	CITY
030 - USE TAX FROM INVENTORY	TE - TEMPE	CITY

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0001704 06P0000P6866640200017

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2023

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/22/2022
EXPIRES: 12/31/2023

LOCATION: CODE 004
US FOOD INCORPORATED
4650 W. BUCKEYE ROAD
PHOENIX, AZ 85043
2200064518840

BUSINESS CODE	REGION	JURISDICTION
013 - COMMERCIAL LEASE	MAR - MARICOPA	COUNTY
014 - PERSONAL PROPERTY RENTAL	MAR - MARICOPA	COUNTY
017 - RETAIL	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
017 - RETAIL	CH - CHANDLER	CITY
017 - RETAIL	GB - GILBERT	CITY
017 - RETAIL	GE - GLENDALE	CITY
017 - RETAIL	PX - PHOENIX	CITY
029 - USE TAX	PX - PHOENIX	CITY
162 - Retail Sales (Single Item Portion over $11,631)	PX - PHOENIX	CITY
213 - COMMERCIAL RENTAL, LEASING AND LICENSING FOR USE	PX - PHOENIX	CITY
313 - COMMERCIAL LEASE (ADDITIONAL TAX)	PX - PHOENIX	CITY
017 - RETAIL	SC - SCOTTSDALE	CITY
017 - RETAIL	TE - TEMPE	CITY
062 - RETAIL SALES FOOD FOR HOME CONSUMPTION	TE - TEMPE	CITY
017 - RETAIL	TU - TUCSON	CITY

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0001705069000DP68686840200017

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

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2023

ISSUED TO: US FOODS INC AND UNITARY AFFILIATES
PO BOX 29291
PHOENIX AZ 85038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07625562
START DATE: 01/01/2001
ISSUED: 11/22/2022
EXPIRES: 12/31/2023

LOCATION: CODE 005
US FOOD INCORPORATED
345 KINO PARKWAY
TUCSON, AZ 85718
2200064518840

BUSINESS CODE	REGION	JURISDICTION
017 - RETAIL	PMA - PIMA	COUNTY
029 - USE TAX	PMA - PIMA	COUNTY
017 - RETAIL	TU - TUCSON	CITY
029 - USE TAX	TU - TUCSON	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

0001706006H00D0P868640200017

CITY OF
TUCSON

City of Tucson

Business License

Business Name and Mailing Address:

SHAMROCK FOODS CO
ATTN: GEORGE JACOB
3900 E CAMELBACK RD UNIT 300
PHOENIX, AZ 85018-2615

License Number: T0024439
Issue Date: January 31, 2024
Expiration Date: December 31, 2022

Owner:
SHAMROCK FOODS CO

Doing Business As:
SHAMROCK FOODS CO

This license/permit is non-transferable and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2022
Expiration Date: December 31, 2022

Non-Transferable

T0024439

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

CITY OF
TUCSON

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: SHAMROCK FOODS CO

Located At: 1900 W RUTHRAUFF RD TUCSON, AZ 85705

Please refer to license number in all correspondence.

BY: Ann Rosenberg
CFO/Assistant City Manager

CITY OF
TUCSON

City of Tucson

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City of Tucson, Arizona
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Issued To: SHAMROCK FOODS CO

Located At: 1900 W RUTHRAUFF RD TUCSON, AZ 85705

Please refer to license number in all correspondence.

BY: _____
CFO/Assistant City Manager

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

PIMA COUNTY

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 24000000000000000120 **MA Version:** 1

Description: Food Products for Pima County Adult Detention Complex

ISSUER	
	Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701
	Issued By: JEREMY KLOPP
	Phone: 5207243730
	Email: jeremy.klopp@pima.gov

TERMS	
	Initiation Date: 04-01-2024
	Expiration Date: 03-31-2025
	NTE Amount: $1,650,000.00
	Used Amount: $0.00

VENDOR			
	US Foods Inc	**Contact:**	Mike Gilliland
	PO Box 52531	**Phone:**	520-349-2913
	Phoenix AZ 85072-2531	**Email:**	Mike.Gilliland@usfoods.com
		Terms:	0.00 %
		Days:	30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement is for an initial term of one (1) year in the annual award amount of $1,650,000.00 (including sales tax) and includes four (4) one-year renewal options.
Attachment: US Foods Inc. Offer Agreement.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the soliciation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 24000000000000000120 MA Version: 1

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
2	Meat - Free Form Line Discount 0.0000 %		$0.00			
3	Dairy - Free Form Line Discount 0.0000 %		$0.00			
4	Frozen - Free Form Line Discount 0.0000 %		$0.00			
5	Dry - Free Form Line Discount 0.0000 %		$0.00			