



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 19000000000000000128

MA Version: 1

Page: 3 of 4

Description: Food Products

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 04-01-2019
	130 W. Congress St. 3rd Fl		Expiration Date: 03-31-2020
	Tucson AZ 85701		
	Issued By: JENNIFER MOORE		
	Phone: 5207248164		
	Email: jennifer.moore@pima.gov		
			<div>NTE Amount: Used Amount: \$0.00</div>

V E N D O R	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 shared annual award amount of \$2,200,000.00 and includes four (4) one-year renewal options. Attachments: Offer Agreement - Shamrock Offer Agreement - U.S. Foods	

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 solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

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Page: 4 of 4

Line	Description					
1	Meats Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN
2	Frozen Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN
3	Dairy Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN
4	Dry Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN
5	Chlorine Sanitizer Test Papers 10-200 ppm 100/tube 1879901 Discount 0.0000 %	UOM	Unit Price \$3.30	Stock Code	VPN	MPN
6	Quaternary Sanitizer Test Papers 50 400 ppm 100/tube 1698111 Discount 0.0000 %	UOM	Unit Price \$6.20	Stock Code	VPN	MPN

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with the supply and delivery of **Food Products and Test Supplies** on an "as required basis" by issue of Delivery Order ("DO").

Meat: cooked, prepared and uncooked

Frozen: vegetables, breakfast and dinner items

Dairy: eggs, yogurt, margarine and cheese

Dry: condiments, vegetables, fruits, cake mix

Test Supplies: Test Strips

A Master Agreement will be shared among multiple contractors, a Primary and Secondary.

Although the solicitation may identify particular County Departments, unless otherwise documented by the executed contract, all County Departments may utilize the resulting agreement.

Sheriff Department is anticipated to place a majority of orders and regularly of which some items require daily delivery (Saturday and Sunday, if possible).

Other regular using departments include Natural Resources, Parks & Recreation placing orders monthly, and Health Department placing orders bi-monthly.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS, & REVISIONS:

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

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 all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MO LINE#	MINIMUM QUALIFICATIONS AND REQUIRED SUBMITTALS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirements and that verification documents are attached to response
1.	Contractors must currently be in the business of selling and providing Food Products (as listed in Exhibit A) to organizations of <u>similar size to Pima County</u> (for a minimum of three (3) consecutive years prior to the opening of this IFB.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contractors must submit with response at least two (2) <u>current</u> company references verifying this qualification. References may be contacted.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**Item Specifications:**

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

Orders of sufficient quantity will be delivered on pallets no more than 6' high.

Contractor and their suppliers must comply with all of the applicable United States Code of Federal Regulations (CFR) to assure the 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.

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.

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

Damaged Item: Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a 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 receipt of delivery. Items improperly packaged and stored during transport to maintain environmental temperature and prevent damage or thawing will not be accepted. No distressed/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.

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.

Net container quantity: The minimum net quantity 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.

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.

Service Level: The contractor shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the County agrees that the product will be reordered.

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.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

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

Pursuant to the executed MA, County departments requiring the goods or services defined 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 revision 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 the County 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.

6. ACCEPTANCE OF GOODS AND 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.

7. COMPENSATION & PAYMENT:

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

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered.

ALL Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do 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.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines 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 PO, DO or DOM to County 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 Standard Early Payment Discount.

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

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

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

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 define 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.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

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).

UNIT PRICES (Net 30-day Payment Terms) – Refer to Exhibit A: Unit Prices and Specifications

8. 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 *Instructions to Offerors, Standard Terms and Conditions* and to the location(s) on the DO, or DOM document.

The Pima County Sheriff Department's Adult Detention Complex has a standard receiving dock for normal trucks. Contractor must be able to deliver every Tuesday, Wednesday and Friday (normal delivery schedule). Unless requested from the Contractor our hours of operation are 0300-0800 hours M-F (including holidays). Items must be palletized and shrink-wrapped. Other arrangements can be made for delivery, contact department for other delivery times and dates.

Large Wednesday loads, an electric pallet jack is preferred. All loads will be unloaded by Driver. 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.

Unit

Delivery will be to the Pima County Adult Detention Complex, 1270 W. Silverlake Road, Tucson, AZ 85713

Natural Resources Parks & Recreation orders will be delivered to Pictures Rocks Community Center 5955 N. Camino De La Tierra, Tucson, AZ 85741

Other County Departments: location and address will be indicated on the Delivery Order.

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.

9. TAXES, FEES, EXPENSES:

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.

TAX EXEMPT: County is tax exempt for the food, drink, condiments items purchased by the County for consumption by inmates housed at the PCADC, under the Sheriff's jurisdiction. A completed Arizona Form 5000 will be provided to Contractor, as requested.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 1900020 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, 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.

11. 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. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.

Claim-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.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

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

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.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. 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.

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

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Approval and Modifications:

The Pima County 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.

12. PERFORMANCE BOND: N/A**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	1/23/19				

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? 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.

The remainder of this page is intentionally left blank.

15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME:** Shamrock Foods Company and Subsidiaries**BUSINESS ALSO KNOWN AS:** Shamrock Foods**MAILING ADDRESS:** 2540 N. 29th Avenue**CITY/STATE/ZIP:** Phoenix, AZ 85009**REMIT TO ADDRESS:** PO Box 52438**CITY/STATE/ZIP:** Phoenix, AZ 85072-2438**CONTACT PERSON NAME/TITLE:** Cheryl Sparks | Account Executive**PHONE:** 520-269-4056 **FAX:** 602-605-3254**CONTACT PERSON EMAIL ADDRESS:** Cheryl.Sparks@shamrockfoods.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** Cheryl.Sparks@Shamrockfoods.com**CORPORATE HEADQUARTERS ADDRESS:** 3900 E. Camelback Road Suite 300 Phoenix, AZ 85018**WEBSITE:** www.shamrockfoodservice.com

By signing and submitting these Offer Agreement documents, 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 Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement must constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County 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 solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: **DATE:** 1/28/2019**Jay Larsen | Branch Sales Manager****PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND E-MAIL:** 602-228-0564 | Jay.Larsen@Shamrockfoods.com

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("COUNTY") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. COUNTY will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the **evaluation** process. COUNTY invites all interested parties to attend the bid opening.

2. EVALUATION:

COUNTY will evaluate responses to determine which are most advantageous to COUNTY considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that COUNTY determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, COUNTY will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

3. AWARD NOTICE:

COUNTY will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the COUNTY's Procurement Code requires. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

10. PACKING:

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

11. 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 at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such 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 reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

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

12. SPECIFICATION CHANGES:

COUNTY has the right to 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.

13. 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 with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, 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.

14. SHIPPING TERMS:

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

16. 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.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to 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.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase 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. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided

by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) 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; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect 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.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that COUNTY has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement 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 State, COUNTY and other Public Agency 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 such use. 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> by selecting the link titled *Authorized Use of COUNTY Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or 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 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.

21. 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 attendant thereto, 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 MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. 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.

22. 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.

23. 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 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.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. 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.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-503, the pertinent provisions of which are incorporated into and made part of all COUNTY MAs or POs as if set forth in full therein.

26. 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.

27. NON-APPROPRIATION OF FUNDS:

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY 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.

28. 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.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

29. 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 defined 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.

30. 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.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, 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 before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. 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, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of 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 the COUNTY Merit System. Contractor is responsible for payment of 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. Contractor is solely responsible for its program development and operation.

36. BOOKS 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.

37. COUNTERPARTS:

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.

38. 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.

39. 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 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.

40. 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.

41. 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.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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 Article 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 insure 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 Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article 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.

43. 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.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

IFB-PO-1900020 Food Products and Test Supplies

Type: Meat

Company Name: Shamrock Foods Company

IFB-PO-1900020 Food Products and Test Supplies Solicitation Amendment #1

A) Bidders are required to provide a Stock Number and Unit Price for all ITEMS.

Unit Prices: indicate Yes or No, for which type of Unit Pricing is applicable to all Meat Items

Annual Delivered Unit Price: Firm pricing for a full year and does not change.

NO _____

(Delete which is not applicable)

Sf-Annual Delivered Deviated Pricing: Unit Pricing is firm for a six (6) month period.

NO _____

(Delete which is not applicable)

Quarterly Delivered Deviated Pricing: Unit Pricing is firm for a three (3) month period.

NO _____

(Delete which is not applicable)

Monthly Delivered Deviated Pricing: Unit Pricing is firm for a one (1) month period.

YES _____

(Delete which is not applicable)

Unit Pricing for Deviated Pricing provided herein is determined by:

Master Price List - Indicate catalog/data/Web site

https://www.shamrockorders.com/Catalog

BLS Consumer Price Index - Indicate the CPI title#, region

N/A

Percentage of Mark-Up

5%

B) Bidders may have slight variations to the stated Packaging Level. If your 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.

FDB Destination/Unloaded; include cost of freight in unit price.

C) REBATES: Does your company offer rebates?

NO _____

(Delete which is not applicable)

COUPONS: Does your company offer coupons?

NO _____

(Delete which is not applicable)

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 rebates/coupons must be shown per invoice 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. Pima County will accept Manufacturer's Rebates and/or coupons.

D) SPOT Market Purchases: Does your company offer a 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 _____

(Delete which is not applicable)

If yes to Spot Market Purchases attach a brochure/description of the program. Describe how the County will be notified of available spot market items for purchase. Shamrock will email Pima County Delantion any and all Spot buys. Supplying all information on items being offered.

E) Delivery Days: What days are available for deliveries: (delete all days that do not apply)

Monday Tuesday Wednesday Thursday Friday Saturday

NOTE: The Sheriff Department will place orders for Meat regularly and deliveries are made typically on a daily basis, excluding Sundays. The average daily population fluctuates between 1820 - 2020 adults. Juvenile daily population averages between 50-100. Other County department may order on an as needed basis.

IFB-PO-1900020 Food Products and Test Supplies

Type: Meat

Company Name: Shamrock Foods Company

ITEM #	TYPE	ITEM NAME/DESCRIPTION: Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications Product Description	Packaging Level: Count/Size/Weight for each Package per UOM	Your Packaging Level	Your Stock Number	UOM - Package Configuration Case/Pound/Barrel:	Estimated Annual Usage per UOM	Unit Price \$	Extended Price Amount \$
1	MEAT	Bacon, Pork Cooked 150 Oz Hardwood Smoked	2/150 Oz	Same	2894491	CASE	150	\$98.02	\$5,789.00
2	MEAT	Beef Sub, Patty Meatless Burger Black Bean Cooked Frozen	4/12/3.4 Oz	Same	7888861	CASE	15	\$52.64	\$789.58
3	MEAT	Beef Sub, Patty Meatless Burger Veggie Cooked Frozen	48/5.5 Oz	40/4oz	4432271	CASE	15	\$105.00	\$1,575.00
4	MEAT	Beef, Breaded Patty Child-nutrition Cooked	40/3.85 Oz	Same	3994001	CASE	1,000	\$29.59	\$29,587.37
5	MEAT	Beef, Patty Ground 80/20 4:1 Home-style	40/4 Oz	Same	606081	CASE	2,000	\$24.31	\$48,620.00
6	MEAT	Beef, Round Bottom Goodenewk Cab 170 Raw Ref	8/22 Lbs	Same	39859	LB/POUND	13,200	\$2.15	\$28,380.00
7	MEAT	Beef, Salisbury Steak Patty 4:1 Charbroiled Frozen	40/4 Oz	Same	39859	CASE	1,000	\$21.19	\$21,187.97
8	MEAT	Bologna, Turkey Stick Cooked Frozen	2/11 Lbs	Special order	2313741	LB/POUND	1,500	\$1.55	\$2,325.00
9	MEAT	Chicken, Chunk .68 Oz Breaded Whole Grain Breast Meat	2/5.31 Lbs	Same	2038081	CASE	15	\$20.89	\$313.35
10	MEAT	Chicken, Cutlet 3.7 Oz Breaded Breast Meat Cooked Frozen	10 Lbs	Same	3046321	CASE	1,500	\$38.32	\$57,480.00
11	MEAT	Chicken, Leg Meat Boneless-skinless Raw Frozen	4/10 Lbs	Fresh/Ref	2244251	CASE	300	\$43.43	\$13,029.47
12	MEAT	Chicken, Pulled White & Dark Meat Cooked	10 Lbs	Same	2668731	CASE	15	\$26.25	\$393.75
13	MEAT	Chicken, Strip Breast Meat 5" Thick Cooked	2/5 Lbs	Same	2668731	CASE	15	\$26.25	\$393.75
14	MEAT	Fish, Breaded Square Raw Frozen USA Wild	40/4 Oz	Same	0058201	CASE	1,500	\$44.87	\$67,305.00
15	MEAT	Ham, Boneless Buffet Hwp 95% Smoked Hardwood	7/9-11 Lbs	Same	2324011	LB/POUND	20,000	\$2.34	\$46,800.00
16	MEAT	Hot Dog, All-beef 4:1 Roller Grill Cooked Frozen	6/16 Lbs	Same	2449041	CASE	600	\$21.66	\$13,011.68
17	MEAT	Hot Dog, Turkey 8:1 Cooked Child-nutrition Frozen	6/2/5 Lbs	Same	1057801	CASE	350	\$12.47	\$4,365.75
18	MEAT	Pastrami, Turkey Loaf Cooked Frozen	4/2-4 Lbs	Same	3390811	LB/POUND	15,000	\$5.26	\$48,945.75
19	MEAT	Salami, Turkey Stick Cooked Ref	2/10 Lbs	Special Order will stock	4443411	LB/POUND	30,000	\$1.59	\$47,700.00
20	MEAT	Sausage, Italian Medium Crumble Pork W/ Typ Cooked Frozen Topping	2/5 Lbs	Same	2539861	CASE	800	\$21.11	\$6,894.63
21	MEAT	Sausage, Pork Link Natural Casing Cooked Frozen Breakfast	0.8 Oz/3.75/10 Lb	Same	1088401	CASE	1,000	\$17.25	\$17,245.47
22	MEAT	Turkey, Breast & Thigh Roast Skin-on Solution Added 15% Netted Raw Bag Froz	7/11 Lbs	Same	2712281	LB/POUND	6,000	\$3.05	\$18,288.11
23	MEAT	Turkey, Diced .5" White & Dark Meat Cooked	2/5 Lbs	Same	2324871	CASE	400	\$24.75	\$9,899.75
24	MEAT	Turkey, Ground Bulk Chub 85/15	2/10 Lbs	Same	1926031	CASE	7,000	\$17.15	\$84,815.75
25	MEAT	Turkey, Patty Burger White & Dark Meat Savory Seasoned Round Raw Ra	30/5.33 Oz	Same	2131931	CASE	900	\$24.54	\$7,803.68
26	MEAT	Turkey, Roll White Meat Cooked Frozen	2/10 Lbs	Same	1953711	LB/POUND	20,000	\$2.48	\$49,600.00
27	MEAT	Pork, Carnitas Boneless Cooked Frozen	6/5 Lbs	Same	2037141	LB/POUND	9,000	\$2.82	\$25,423.58

IFB-PO-1900020 Food Products and Test Supplies Solicitation Amendment #1

Authorized Signature: Duane Frakes

Duane Frakes

Total for Meat Items 1-27:

\$616,189.44

Company Name: Shamrock Foods Company

IFB-PO-1900020 Solicitation Amendment #1

- A) Bidders are required to provide a Stock Number and Unit Price for all ITEMS.
Unit Prices: Indicate Yes or No, for which type of Unit Pricing is applicable to all Frozen Items
Annual Delivered Unit Price: Firm pricing for a full year and does not change. NO _____ (Delete which is not applicable)
Bi-Annual Delivered Deviated Pricing: Unit Pricing is firm for a six (6) month period. NO _____ (Delete which is not applicable)
Quarterly Delivered Deviated Pricing: Unit Pricing is firm for a three (3) month period. NO _____ (Delete which is not applicable)
Monthly Delivered Deviated Pricing: Unit Pricing is firm for a one (1) month period. YES _____ (Delete which is not applicable)
Unit Pricing for Deviated Pricing provided herein is determined by a:
Master Price List - Indicate catalog name/date/Website: https://www.shamrockorders.com/Catalog
BLS Consumer Price Index - Indicate the CPI title/#, region N/A Percentage of Mark-Up 5%
- B) Bidders may have slight variations to the stated Packaging Level. If your 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.
FOB Destination/Unloaded; Include cost of freight in unit price.
- C) **REBATES:** Does your company offer rebates? NO _____ (Delete which is not applic
COUPONS: Does your company offer coupons? NO _____ (Delete which is not applic
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 rebates/coupons must be shown per invoice 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. Pima County will accept Manufacturer's Rebates and/or coupons.
- D) **SPOT Market Purchases:** Does your company offer a 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 _____ (Delete which is not applicable)
If yes to Spot Market Purchases attach a brochure/description of the program. Describe purchase. Shamrock will email Pima County Detention any and all Spot buys. Supplying all information on items being offered.
- E) **Delivery Days:** What days are available for deliveries: (delete all days that do not apply)
Monday Tuesday Wednesday Thursday Friday Saturday
NOTE: The Sheriff Department will place orders for Frozen Items regularly and deliveries are made typically on a daily basis, excluding Sundays. The average daily population fluctuates between 1820 - 2020 adults. Juvenile daily population averages between 50-100.
Other County departments may order on an as needed basis.

IFB-PO-1900020 Food Products Exhibit A: Unit Prices and Specifications
Type: Frozen Items

Company Name: Shamrock Foods Company

ITEM #	TYPE	ITEM NAME/DESCRIPTION: Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications Product Description	Packaging Level: Count/Size/Weight for each Package per UOM	Your Packaging Level	Your Stock Number	UOM - Package Configuration Case/Pound/ Bucket	Estimated Annual Usage per UOM	Unit Price \$	Extended Price Amount \$
VEGETABLE ITEMS									
1	FROZEN	Bean, Green Cut 4 Sieve lqf Frozen	30 Lbs	Same	2229881	LB/POUND	30,000	\$0.75	\$22,500.00
2	FROZEN	Broccoli, Cut Grade A Imported lqf Frozen	30 Lbs	Same	2420541	LB/POUND	30,000	\$0.84	\$25,200.00
3	FROZEN	Carrot, Sliced Smooth lqf Frozen	30 Lbs	Same	2420631	LB/POUND	24,000	\$0.61	\$14,640.00
4	FROZEN	Cauliflower, Floret lqf Frozen grade A	30 Lbs	12/2 lb	2420491	LB/POUND	4,500	\$1.00	\$4,500.00
5	FROZEN	Corn On Cob, Yellow Sweet lqf Frozen	3"/96 Ea	Same	4036951	CASE	550	\$17.04	\$9,369.57
6	FROZEN	Corn, Kernel Yellow Cut lqf Frozen	30 Lbs	Same	4036971	LB/POUND	24,000	\$0.68	\$16,320.00
7	FROZEN	Pea & Carrot, Diced Frozen	30 Lbs	Same	2230931	LB/POUND	9,000	\$0.73	\$6,570.00
8	FROZEN	Pea, Green Grade AAB lqf Frozen	30 Lbs	Same	2230991	CASE	24,000	\$23.40	\$561,600.00
9	FROZEN	Potato, French-fry Shoestring Tff Line Flow Fancy Frozen	1/4"/6/4.5 Lbs	Same	3619881	CASE	15	\$18.54	\$279.63
10	FROZEN	Potato, French-fry Steak Cut	6/5 Lbs	Same	3325131	CASE	500	\$18.84	\$9,421.05
11	FROZEN	Vegetable Blend, 4 Way Frozen	30 Lbs	Same	2230891	LB/POUND	30,000	\$0.74	\$22,200.00
12	FROZEN	Vegetable Blend, Capri Frozen	30 Lbs	Same	2256181	LB/POUND	2,250	\$1.01	\$2,272.50
BREAKFAST ITEMS									
13	FROZEN	Biscuit, Buttermilk Sliced Frozen	120/2.25 Oz	Same	4041441	CASE	300	\$24.37	\$7,310.34
14	FROZEN	Pancake, Buttermilk Heat & Serve Frozen	144/1.20 Oz	Same	1630891	CASE	3,000	\$15.56	\$46,671.47
15	FROZEN	Pancake, Whole Wheat Cooked Tff lqf Frozen	144/1.2 Oz	71/2.6 / special order	2735091	CASE	100	\$19.80	\$1,980.00
16	FROZEN	Waffle, Home-style Heat & Serve Frozen	144/1.25 Oz	Same	4087431	CASE	3,000	\$13.64	\$40,930.11
DINNER ITEMS									
17	FROZEN	Burrito, Beef Bean Chili Green Bulk Frozen	72/4 Oz	Same	2693941	CASE	400	\$35.62	\$14,248.00
18	FROZEN	Lasagna, Vegetable Tff Cooked Frozen Tray	4/96 Oz	Same	1965371	CASE	30	\$62.92	\$1,887.47
19	FROZEN	Pizza, Cheese 100% Mozzarella Smartpizza Whole Grain Frozen	4x6/96/4.5 Oz	Same	2895901	CASE	15	\$42.76	\$641.40
20	FROZEN	Pizza, Pepperoni French Bread Whole-grain-rich Child-nutrition Frozen	6"/60/4.93 Oz	60/5.2oz / Cheese	3103941	CASE	40	\$49.23	\$1,969.05

Total for Frozen Food Items 1-20: **\$810,510.59**

IFB-PO-1900020 Solicitation Amendment #1

Authorized Signature: Duane Frakes

Company Name: Shamrock Foods Company

A) Bidders are required to provide a Stock Number and Unit Price for all ITEMS.

Unit Prices: indicate Yes or No, for which type of Unit Pricing is applicable to all Dairy items

Annual Delivered Unit Price: Firm pricing for a full year and does not change.

NO _____ (Delete which is not applicable)

Bi-Annual Delivered Deviated Pricing: Unit Pricing is firm for a six (6) month period.

NO _____ (Delete which is not applicable)

Quarterly Delivered Deviated Pricing: Unit Pricing is firm for a three (3) month period.

NO _____ (Delete which is not applicable)

Monthly Delivered Deviated Pricing: Unit Pricing is firm for a one (1) month period.

YES _____

(Delete which is not applicable)

Unit Pricing for Deviated Pricing provided herein is determined by a:

Master Price List - indicate catalog name/date and Website

https://www.shamrockorders.com/Catalog

BLS Consumer Price Index - indicate the CPI title/#, region

N/A

Percentage of Mark-Up: 5%

B) Bidders may have slight variations to the stated Packaging Level. If your 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.

FOB Destination/Unloaded; include cost of freight in unit price.

C) **REBATES:** Does your company offer rebates?

NO _____

(Delete which is not applicable)

COUPONS: Does your company offer coupons?

NO _____

(Delete which is not applicable)

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 rebates/coupons must be shown per invoice with details listed on each invoice. Plma County will be advised of all possible rebates/coupons available and work with the Contractor to institute those rebates/coupons. Plma County will accept Manufacturer's Rebates and/or coupons.

D) **SPOT Market Purchases:** Does your company offer a 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 _____

(Delete which is not applicable)

If yes to Spot Market Purchases attach a brochure/description of the program. Describe how the County will be notified of available spot market items for purchase. Shamrock will email Plma County Detention any and all Spot buys. Supplying all information on item

E) **Delivery Days:** What days are available for deliveries; (delete all days that do not apply)

Monday Tuesday Wednesday Thursday Friday Saturday

NOTE: The Sheriff Department will place orders for Dairy regularly and deliveries are made typically M-F.
Other County department may order on an as needed basis.

ITEM #	TYPE	ITEM NAME/DESCRIPTION: Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications Product Description	Packaging Level: Count/Size/Weight for each Package per UOM.	Your Packaging Level	Your Stock Number	UOM - Package Configuration Case/Pound/Bucket	Estimated Annual Usage per UOM	Unit Price \$	Extended Price Amount \$
1	DAIRY	Cheese, American Sliced	160 Count/4/5 Lbs	Same	4408791	CASE	5,500	\$31.79	\$174,868.16
2	DAIRY	Cheese, Cheddar Mild Shred Bag Yellow Ref	4/5 Lbs	Same	3273351	CASE	1,500	\$34.80	\$52,196.84
3	DAIRY	Egg, Liquid Mix Pasteurized Cook-In-bag Frozen	6/5 Lbs	Same	2553291	CASE	2,500	\$32.83	\$82,062.63
4	DAIRY	Egg, Shell Medium Grade A6 White Fresh Ref	15 Dz	Same	3607791	CASE	2,000	\$13.33	\$26,662.00
5	DAIRY	Cheese, Cottage Small Curd 2% Milk Fat Tub Ref	2/5 Lbs	Same	1851402	CASE	300	\$18.72	\$5,615.24
6	DAIRY	Margarine, Solid Pho-free Parchment Ref Salted	30/1 Lb.	Same	4172651	CASE	1,500	\$22.60	\$33,896.84
7	DAIRY	Yogurt, Strawberry Blended Low Fat Abst Free Tub Ref	6/32 Oz	Same	3044711	CASE	100	\$15.18	\$1,518.32

Authorized Signature: Duane Frakes

IFB-PO-1900020 Solicitation Amendment #1

Total Dairy Items 1-7: **\$376,810.03**

IFB-PO-1900020 Food Products Exhibit A: Unit Prices and Specifications

Type: Dry Items

Company Name: Shamrock Foods company _____

A) Bidders are required to provide a Stock Number and Unit Price for all ITEMS.

Unit Prices: indicate Yes or No, for which type of Unit Pricing is applicable to all Dry Items

Annual Delivered Unit Price: Firm pricing for a full year and does not change.

NO _____ (Delete which is not applicable)

Bi-Annual Delivered Deviated Pricing: Unit Pricing is firm for a six (6) month period.

NO _____ (Delete which is not applicable)

Quarterly Delivered Deviated Pricing: Unit Pricing is firm for a three (3) month period.

NO _____ (Delete which is not applicable)

Monthly Delivered Deviated Pricing: Unit Pricing is firm for a one (1) month period.

YES _____ (Delete which is not applicable)

Unit Pricing for Deviated Pricing provided herein is determined by a:

Master Price List - indicate catalog name/date and Website

<https://www.shamrockorders.com/Catalog>

BLS Consumer Price Index - Indicate the CPI title/#, region

N/A

Percentage of Mark-Up:

5%

B) Bidders may have slight variations to the stated Packaging Level. If your 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.

FOB Destination/Unloaded; include cost of freight in unit price.

C) REBATES: Does your company offer rebates?

NO _____ (Delete which is not applicable)

COUPONS: Does your company offer coupons?

NO _____ (Delete which is not applicable)

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 rebates/coupons must be shown per invoice 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. Pima County will accept Manufacturer's Rebates and/or coupons.

D) SPOT Market Purchases: Does your company offer a 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 _____

If yes to Spot Market Purchases attach a brochure/description of the program. Describe how the County will be notified of available spot market items for purchase. Shamrock will email Pima County Detention any and all

E) Delivery Days: What days are available for deliveries: (delete all days that do not apply)

Monday Tuesday Wednesday Thursday Friday Saturday

NOTE: The Sheriff Department will place orders for Dry regularly on a monthly basis and deliveries are made typically M-F.

Other County department may order on an as needed basis.

IFB-PO-1900020 Food Products Exhibit A: Unit Prices and Specifications

Type: Dry Items

Company Name: Shamrock Foods company

ITEM #	TYPE	ITEM NAME/DESCRIPTION: Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications Product Description	Packaging Level: Count/Size/Weight for each Package per UOM	Packaging Level	Your Stock Number	UOM - Package Configuration Case/Pound/Bucket	Estimated Annual Usage per UOM	Unit Price \$	Extended Price Amount \$
1	DRY	Applesauce, Sweetened Fancy Canned	6/#10 Cn	Same	1927351	CASE	600	\$20.98	\$12,590.97
2	DRY	Baking Powder, Double Acting	5 Lbs	Same	2723851	POUND	100	\$1.82	\$182.00
3	DRY	Baking Soda,	24/1 Lb	Same	3077601	POUND	50	\$0.54	\$27.00
4	DRY	Base, Chicken	25 Lbs	Same	2367321	BUCKET	50	\$39.78	\$1,988.92
5	DRY	Bean, Baked W/ Brown Sugar	6/#10 Cn	Same	2922221	CASE	15	\$22.99	\$344.92
6	DRY	Bean, Green Cut Canned	6/#10 Cn	Same	4160071	CASE	25	\$23.06	\$576.62
7	DRY	Bean, Green Cut Fancy Canned	6/#10 Cn	Same	4098651	CASE	25	\$20.67	\$516.75
8	DRY	Bean, Kidney Dark Red Fancy	6/#10 Cn	Same	1910241	CASE	60	\$22.06	\$1,323.47
9	DRY	Bean, Navy Dried Raw	20 Lbs	Same	2550101	CASE	500	\$19.11	\$9,555.37
10	DRY	Bean, Pinto Dried Triple Cleaned	50 Lbs	Same	2435551	POUND	250	\$0.47	\$117.50
11	DRY	Bean, Refried Vegetarian Canned	6/#10 Cn	Same	2097581	CASE	300	\$21.66	\$6,498.38
12	DRY	Bean, Wax Cut 4 Sieve Canned	6/#10 Cn	Same	2230771	CASE	60	\$27.08	\$1,624.86
13	DRY	Beet, Diced Fancy Canned	6/#10 Cn	Same	1912551	CASE	500	\$24.23	\$12,115.00
14	DRY	Broth, Beef Shelf Stable Packet Soup	6/50/4 Gr	Same	1588591	CASE	15	\$30.53	\$457.97
15	DRY	Broth, Chicken Powder Shelf Stable Packet Soup	6/50/4 Gr	Same	1588601	CASE	15	\$30.56	\$458.42
16	DRY	Cereal, Corn Flake	4/35 Oz	Same	2584971	CASE	3,000	\$13.09	\$39,257.37
17	DRY	Cereal, Oatmeal Rolled Old Fashioned	50 Lbs	Same	1968181	POUND	300	\$0.07	\$21.00
18	DRY	Chip, Potato Regular Plain Ss	104/1 Oz	Same	1664731	CASE	1,500	\$30.95	\$46,429.58
19	DRY	Chip, Tortilla Yellow Corn Round Bag	6/2 Lbs	Same	4209951	CASE	250	\$14.10	\$3,525.42
20	DRY	Coffee, Ground 100% Colombian Bag Drip Caffeinated	6/2 Lbs	Same	4429251	CASE	50	\$63.83	\$3,191.58
21	DRY	Cookie, Oatmeal Old Fashioned	324 Count/10 Lbs	Same	2354201	CASE	3,000	\$20.74	\$62,213.37
22	DRY	Corn Starch, Box	24/1 Lb	Same	4900941	CASE	55	\$17.27	\$949.79
23	DRY	Cornmeal, Yellow Medium Enriched Bag	25 Lbs	Same	1931311	POUND	260	\$0.39	\$101.66
24	DRY	Cracker, Cheese Peanut Butter Sandwich Square Thin 1w	12/8/1.37 Oz	Same	3409371	CASE	15	\$16.80	\$251.98
25	DRY	Cracker, Cheese Sandwich Square Thin Ss Bag	24/6/4 Ea	8/12-1.42 oz	3394261	CASE	15	\$17.37	\$260.61
26	DRY	Cracker, Graham Honey Rectangle 1w	150/3 Ea	Same	1966711	CASE	300	\$33.91	\$10,173.41
27	DRY	Cracker, Saltine Salted Ss Bag Soda	500/2 Ea	Same	2546151	CASE	150	\$10.38	\$1,557.00
28	DRY	Creamer, Powder Pho-free Shelf Stable Ss Packet Non-dairy	10/100 Ea	2000 count	3098711	CASE	15	\$24.20	\$362.99
29	DRY	Dressing, 1000 Island Ss Pouch Shelf Stable	200/44.0z	60/1.5 oz	4329551	OUNCE	5000	\$0.12	\$600.00
30	DRY	Dressing, French Orange Creamy Ss Pouch Shelf Stable	200/44.0z	Same	3924591	OUNCE	5000	\$0.11	\$550.00
31	DRY	Dressing, Italian Fat-free Plastic Jar Shelf Stable	4/1 Gal	Same	3275201	CASE	15	\$21.40	\$320.94
32	DRY	Dressing, Italian Fat-free Ss Pouch Shelf Stable	200/43 Oz	Same	2959231	OUNCE	2000	\$0.14	\$280.00

49

IFB-PO-1900020 Food Products Exhibit A: Unit Prices and Specifications

Type: Dry Items

Company Name: Shamrock Foods company

33	DRY	Dressing, Italian Golden Ss Pouch Shelf Stable	200/0.443 Oz	Same	4352141	OUNCE	5000	\$0.13	\$650.00
34	DRY	Drink Mix, Assorted 2.5 Gal Yield Powder Pouch	32/21 Oz	Special order	4195601	CASE	50	\$16.96	\$848.00
35	DRY	Drink Mix, Cherry	12/24 Oz	Same	2204391	OUNCE	350	\$0.06	\$20.30
36	DRY	Drink Mix, Fruit Punch	12/24 Oz	Same	2204421	OUNCE	350	\$0.06	\$21.00
37	DRY	Drink Mix, Grape	12/24 Oz	Same	2204411	OUNCE	350	\$0.06	\$21.00
38	DRY	Drink Mix, Grape Yield Powder Vitamin C & D Added Ss Packet	8 Oz/2000 Ea	spec. order 1000/8oz	4375661	CASE	300	\$31.24	\$9,372.00
39	DRY	Drink Mix, Lemon Yield Powder Vitamin C & D Added Ss Packet	8 Oz/2000 Ea	spec. order 1000/8oz	4375521	CASE	300	\$31.24	\$9,372.00
40	DRY	Drink Mix, Lemonade	12/24 Oz	Same	2204431	OUNCE	350	\$0.06	\$21.00
41	DRY	Drink Mix, Orange	12/24 Oz	Same	2204461	OUNCE	350	\$0.06	\$21.00
42	DRY	Drink Mix, Orange Yield Powder Calcium & Vitamin C Added Ss	8 Oz/2000 Ea	spec. order 1000/8oz	4375531	OUNCE	300	\$0.00	\$1.17
43	DRY	Extract, Vanilla Imitation	1 Gal	Same	4138001	CASE	100	\$6.09	\$609.16
44	DRY	Flavoring, Smoke Hickory Liquid Plastic Shelf Stable	4/1 Gal	Same	3146331	CASE	15	\$37.50	\$562.52
45	DRY	Flour, Hotel & Restaurant All-purpose Bleached	50 Lbs	Same	3703221	POUND	300	\$0.27	\$80.40
46	DRY	Fruit Cocktail, Diced In Light-syrup Canned	6/#10 Cn	Same	3530581	CASE	1,500	\$36.10	\$54,152.21
47	DRY	Fruit Mix, Tropical Blend W/ Dragon Fruit Chunk	6 Lbs	Same	2246901	CASE	300	\$28.29	\$8,486.02
48	DRY	Jam, Assorted Sugar-free Ss Cup Shelf Stable	200/.37 Oz	Same	2225831	OUNCE	400	\$0.17	\$68.00
49	DRY	Jelly, Assorted Ss Pouch	500/.5 Oz	200/.5oz	1913681	OUNCE	1,400	\$0.11	\$152.18
50	DRY	Jelly, Grape Can Shelf Stable	6/#10 Cn	Same	2322871	CASE	240	\$44.06	\$10,574.27
51	DRY	Mayonnalse, Extra-heavy Bag In-box Shelf Stable	30 Lbs	Same	2566891	CASE	800	\$22.75	\$18,197.14
52	DRY	Mix, Cake Devils Food Tff	6/5 Lbs	Same	2733291	CASE	30	\$26.21	\$786.39
53	DRY	Mix, Cake Yellow Tff Add Water	6/5 Lbs	Same	2594721	CASE	30	\$23.18	\$695.35
54	DRY	Mix, Gelatin Cherry	12/24 Oz	Same	2204281	CASE	360	\$22.77	\$8,197.62
55	DRY	Mix, Gelatin Lemon	12/24 Oz	assorted citrus	3155021	CASE	360	\$39.58	\$14,248.80
56	DRY	Mix, Gelatin Lime	12/24 Oz	Same	2204311	CASE	360	\$22.77	\$8,197.62
57	DRY	Mix, Gelatin Orange	12/24 Oz	Same	2204321	CASE	360	\$22.52	\$8,108.56
58	DRY	Mix, Gelatin Strawberry	12/24 Oz	Same	2204241	CASE	360	\$22.77	\$8,197.62
59	DRY	Mix, Gravy Beef Pho-free Shelf Stable Pouch Classic	6/13 Oz	Same	1594701	CASE	200	\$22.90	\$4,580.32
60	DRY	Mix, Gravy Chicken Pho-free Shelf Stable Pouch Classic	6/14 Oz	Same	1594691	CASE	200	\$22.54	\$4,508.63
61	DRY	Mix, Gravy Country Pho-free Shelf Stable	6/24 Oz	Same	3204631	CASE	100	\$19.86	\$1,986.05
62	DRY	Mix, Sauce Cheese Cheddar Add Water Pouch Shelf Stable	8/2 Lbs	Same	3204701	CASE	200	\$45.80	\$9,160.32
63	DRY	Molasses, Light Unsulphured Plastic Jug	4/1 Gal	Same	2823191	CASE	15	\$47.74	\$716.16
64	DRY	Mustard, Yellow Plastic Jar Shelf Stable	4/1 Gal	Same	3784221	CASE	60	\$16.68	\$1,000.77
65	DRY	Oil, Pan Coating Vegetable Oil Based Aerosol Spray	6/14 Oz	Same	3281551	CASE	250	\$15.20	\$3,800.68
66	DRY	Oil, Soybean Tff Salad	35 Lbs	Same	9595511	CASE	300	\$20.69	\$6,208.42
67	DRY	Onion, Dried Chopped	15 Lbs	Same	1968851	CASE	15	\$32.21	\$483.16
68	DRY	Orange, Mandarin Whole Segment In Light-syrup Canned	6/#10 Cn	Same	2246851	CASE	350	\$31.76	\$11,115.78
69	DRY	Pasta, Macaroni Elbow Shelf Stable	2/10 Lbs	3/10 lbs	2078161	LB/POUND	800	\$1.06	\$847.60
70	DRY	Pasta, Rotini Shelf Stable Large	2/10 Lbs	Same	2078211	LB/POUND	400	\$0.73	\$290.20

JFB-PO-1900020 Food Products Exhibit A: Unit Prices and Specifications

Type: Dry Items

Company Name: Shamrock Foods company

71	DRY	Pasta, Spaghetti Shelf Stable	10 2/2/40 Lbs	Same	2078111	LB/POUND	400	\$0.70	\$280.40
72	DRY	Peach, Sliced In Light-syrup Choice Canned Yellow Cling	6/#10 Cn	Same	3530151	CASE	1,000	\$33.96	\$33,956.42
73	DRY	Peanut Butter, Creamy Tub Shelf Stable	6/5 Lbs	Same	3320861	CASE	300	\$37.96	\$11,387.12
74	DRY	Peanut Butter, Ss Cup	200/.75 Oz	Same	1913991	CASE	100	\$36.09	\$3,609.42
75	DRY	Pear, Diced Snow In Light-syrup Random Canned	6/#10 Cn	Same	3530641	CASE	1,000	\$29.58	\$29,581.89
76	DRY	Pepper, Chili Green Diced 3/8"	6/#10 Cn	Same	2699931	CASE	50	\$35.45	\$1,772.63
77	DRY	Pepper, Sweet Red Diced SWT	6/#10 Cn	Same	1154021	CASE	50	\$47.93	\$2,396.55
78	DRY	Pickle, Dill Smooth Cut Chip 1/8" Shelf Stable	5 Gal	Same	2300281	BUCKET	50	\$16.26	\$813.00
79	DRY	Pineapple, Chunk In Heavy-syrup Canned	6/#10 Cn	Same	2755991	CASE	1,000	\$21.27	\$21,268.84
80	DRY	Potato, Hash Brown Shred Dehydrated Golden Grill Instant	6/37.5 Oz	Same	1933321	CASE	1,500	\$39.77	\$59,660.05
81	DRY	Potato, Scalloped Dehydrated Reduced Sodium Instant	6/2.25 Lbs	Same	4370571	CASE	15	\$36.30	\$544.57
82	DRY	Pudding, Butterscotch Rtu Tff Can Shelf Stable	6/#10 Cn	Same	3520541	CASE	200	\$29.49	\$5,898.53
83	DRY	Pudding, Chocolate Rtu Tff Canned Shelf Stable	6/#10 Cn	Same	4265251	CASE	200	\$28.83	\$5,765.37
84	DRY	Pudding, Vanilla Rtu Tff Can Shelf Stable	6/#10 Cn	Same	4265291	CASE	200	\$29.79	\$5,958.95
85	DRY	Pumpkin, Solid Pack Canned	6/#10 Cn	Same	1928321	CASE	150	\$36.10	\$5,415.32
86	DRY	Raisin, Seedless Select	30 Lbs	Same	3985611	CASE	150	\$60.09	\$9,013.97
87	DRY	Relish, Pickle Sweet Plastic Jar Shelf Stable	4/1 Gal	Same	2300351	CASE	100	\$21.40	\$2,139.79
88	DRY	Rice, Brown Medium Grain	50 lbs	Same	2234711	POUND	100	\$0.55	\$55.06
89	DRY	Rice, White Long Grain 4% Broken Raw Extra Fancy	50 Lbs	Same	3261091	POUND	250	\$0.37	\$93.00
90	DRY	Salt, Table Not Iodized Bag	25 Lbs	Same	2629851	POUND	100	\$0.27	\$27.20
91	DRY	Sauce, Bbq Plastic Jug Shelf Stable	4/1 Gal	Same	4162901	CASE	15	\$24.19	\$362.83
92	DRY	Sauce, Soy Reduced Sodium Plastic Jug Shelf Stable	6/0.500 Gal	Same	1924941	CASE	50	\$38.22	\$1,911.05
93	DRY	Sauce, Tomato Fancy Canned	6/#10 Cn	Same	1973161	CASE	2,000	\$18.16	\$36,318.95
94	DRY	Spice Seasoning Salt, No Msg Added Select	5 lbs	Same	4139271	POUND	500	\$1.31	\$653.00
95	DRY	Spice Seasoning, Italian Shelf Stable	28 Oz	1/6 oz	4139401	CASE	50	\$3.87	\$193.63
96	DRY	Spice, Basil Ground Plastic Shaker Shelf Stable	13 Oz	Same	4140781	EACH	10	\$8.25	\$82.46
97	DRY	Spice, Bay Leaf Whole Dried Plastic Jug Shelf Stable	12 Oz	Same	4137651	EACH	10	\$4.19	\$41.94
98	DRY	Spice, Celery Salt Shelf Stable	35 Oz	Same	4139221	EACH	10	\$3.60	\$35.95
99	DRY	Spice, Chili Powder Mild Plastic Jug Shelf Stable	5 lb	Same	4137861	EACH	10	\$19.51	\$195.08
100	DRY	Spice, Cinnamon Ground Plastic Jug Shelf Stable	5 lb	Same	4137901	EACH	10	\$18.81	\$188.08
101	DRY	Spice, Coriander Ground Shelf Stable	14 Oz	Same	4137931	EACH	10	\$4.42	\$44.17
102	DRY	Spice, Cumin Ground Plastic Shaker Shelf Stable	16 Oz	Same	4139321	EACH	10	\$5.29	\$52.93
103	DRY	Spice, Dill Weed Plastic Shelf Stable	5.5 Oz	Same	4137961	EACH	10	\$5.49	\$54.93
104	DRY	Spice, Garlic Powder Bulk Shelf Stable	5 lb	6 lb	4138071	LB/POUND	10	\$4.19	\$41.93
105	DRY	Spice, Nutmeg Ground Plastic Shaker Shelf Stable	16 Oz	Same	4138121	EACH	10	\$7.90	\$79.01
106	DRY	Spice, Oregano Leaf Dried Plastic Jug Shelf Stable	24 Oz	Same	4138201	EACH	10	\$11.56	\$115.63
107	DRY	Spice, Paprika Hungarian Ground Plastic Jug Shelf Stable	5 lb	8 lb	1739481	EACH	10	\$37.76	\$377.57
108	DRY	Spice, Paprika Spanish Ground Plastic Jug Shelf Stable	5 lb	Same	4138261	EACH	10	\$25.19	\$251.89

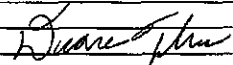
IFB-PO-1900020 Food Products Exhibit A: Unit Prices and Specifications

Type: Dry Items

Company Name: Shamrock Foods company

109	DRY	Spice, Parsley Flake Plastic Jug Shelf Stable	11 Oz	Same	1766021	EACH	10	\$6.72	\$67.23
110	DRY	Spice, Pepper Black Ground Plastic Jug 30m	5 lb	Same	4139061	CASE	10	\$31.79	\$317.92
111	DRY	Spice, Pepper Cayenne Ground Plastic Jug Shelf Stable	5 lb	Same	4139101	EACH	10	\$20.82	\$208.17
112	DRY	Spice, Rosemary Leaf Dried Plastic Shaker Shelf Stable	6 Oz	Same	4139191	EACH	10	\$4.05	\$40.51
113	DRY	Spice, Sage Leaf Rubbed Plastic Bottle Shelf Stable	6 Oz	Same	4139211	EACH	10	\$5.05	\$50.48
114	DRY	Sugar Sub, Pink Sweet Life Ss Packet Special Print Saccharin	2000/1 Gr	Same	3381411	CASE	50	\$11.74	\$587.21
115	DRY	Sugar, Brown Dark Granulated Cane	50 lbs	Same	2917851	POUND	50	\$0.90	\$45.16
116	DRY	Sugar, Powdered Confectioner 6x Cane	25 lbs	Same	8564921	POUND	50	\$0.87	\$43.36
117	DRY	Sugar, White Extra Fine Cane	50 lbs	Same	3731001	POUND	300	\$0.63	\$188.40
118	DRY	Sugar, White Ss Packet	1/10 Oz/2000 Ea	Same	1919101	CASE	400	\$11.55	\$4,619.45
119	DRY	Syrup, Pancake Maple Flavored Plastic Jug Shelf Stable	4/1 Ga	Same	1912791	CASE	1,000	\$24.73	\$24,733.68
120	DRY	Syrup, Pancake Maple Flavored Sugar-free Single Serve Cup	100/1.1 Oz	Same	2938371	CASE	300	\$13.29	\$3,988.29
121	DRY	Tomato, Diced In Juice Peeled Canned California	1"/6/#10 Cn	Same	1946371	CASE	600	\$17.69	\$10,611.35
122	DRY	Tomato, Diced In Puree Peeled Canned Salsa Style California	1/4"/6/#10 Cn	Same	4100231	CASE	200	\$19.66	\$3,931.68
123	DRY	Tuna, Light Skipjack Chunk In Water Can Msc Imported Thailand	6/66.5 Oz	Same	2246911	CASE	600	\$56.29	\$33,773.43
124	DRY	Vinegar, White	4/1 Ga	Same	2175761S	CASE	250	\$9.78	\$2,445.00

Authorized Signature: Duane Frakes



IFB-PO-1900020 Solicitation Amendment #1

Total Dry Items 1-124:

\$751,074.74

Company Name: Shamrock Foods Company

A) Bidders are required to provide a Stock Number and Unit Price for all ITEMS.

Unit Prices: indicate Yes or No, for which type of Unit Pricing is applicable to Food Safety Program Items

Annual Delivered Unit Price: Firm pricing for a full year and does not change.

NO _____ (Delete which is not applicable)

BI-Annual Delivered Deviated Pricing: Unit Pricing is firm for a six (6) month period.

NO _____ (Delete which is not applicable)

Quarterly Delivered Deviated Pricing: Unit Pricing is firm for a three (3) month period.

NO _____ (Delete which is not applicable)

Monthly Delivered Deviated Pricing: Unit Pricing is firm for a one (1) month period.

YES _____

(Delete which is not applicable)

Unit Pricing for Deviated Pricing provided herein is determined by a:

Master Price List - indicate catalog name/date/Website:

https://www.shamrockorders.com/Catalog

BLS Consumer Price Index - indicate the CPI title/#, region

N/A

Percentage of Mark-Up: 5%

B) Bidders may have slight variations to the stated Packaging Level. If your 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.

FOB Destination/Unloaded; include cost of freight in unit price.

C) REBATES: Does your company offer rebates?

NO _____

(Delete which is not applicable)

COUPONS: Does your company offer coupons?

NO _____


(Delete which is not applicable)

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 rebates/coupons must be shown per invoice with details listed on each invoice. Pinna County will be advised of all possible rebates/coupons available and work with the Contractor to institute those rebates/coupons. Pinna County will accept Manufacturer's Rebates and/or coupons.

NOTE: The Health Department will place orders for Test Papers regularly and deliveries are made typically on a bi-monthly basis.

Other County department may order on an as needed basis.

ITEM #	TYPE	ITEM NAME/DESCRIPTION: Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications Product Description	Packaging Level: Count/Size/Weight for each Package per UOM	Packaging Level	Your Stock Number	UOM - Package Configuration: Case/Pound/ Bucket	Estimated Annual Usage per UOM	Unit Price \$	Extended Price Amount \$
1	Non-Food Supply	Chlorine Sanitizer Test Papers 10-200 ppm Chemically treated to quickly and accurately change color to indicate chlorine levels	200 ea.	100 ea	1879901	Tube	40	\$3.30	\$132.00
2	Non-Food Supply	Quaternary Sanitizer Test Papers 50-400 ppm Chemically treated to quickly and accurately change color to indicate sanitizer level	100 ea.	Same	1698111	Tube	40	\$6.20	\$248.00

Authorized Signature: Duane Frakes 

IFB-PO-1900020 Solicitation Amendment #1

Total for Items 1-2: **\$380.00**