



# City of Santa Fe, New Mexico

# memo

**DATE:** January 14, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Officer  
Purchasing Division 

**VIA:** Marcos A. Tapia, Director  
Finance Department 

**ISSUE:** Purchase of Food and Related Operating Supplies and Services:  
Cooperative Agreement: State of Arizona: # ADSP013-00002804:  
Vendor: Shamrock Foods Company

## SUMMARY:

The Purchasing Division is requesting the procurement of food and related products for various Departments from the aforementioned Cooperative Agreement from the State of Arizona. Shamrock Foods Company is the authorized regional distributor for all food related products under these agreements.

Over 95% of the total food products purchased for year ending 6/30/2013 using Cooperative Purchasing Agreements, were from the Senior Services Division Accounts, 22592 and 22600, the total dollar amount paid to Shamrock Foods Inc, for year ending 6/30/2013, amounted to utilizing the State Price Agreements amounted to \$310,518.98. The total projected amount to Shamrock Foods for year ending 6/30/14 is projected to be +/- \$363,324.00. The Purchasing Division has directed the Senior Services Division to shift their buying from various national vendors to very well priced State Price and Cooperative Agreements with Shamrock Foods. The State of New Mexico contracts related to food products will not be active until the end of year. Seniors Services has identified two additional back up vendors CES and Premier Inc. that have Cooperative Price Agreements, but will be used in a minimal capacity far below the \$50k threshold.

Per City of Santa Fe Procurement Policy 11.1.1; any procurement transacted though a State or Federal Price Agreements exceeding \$50,000 shall be submitted to the City Council for approval. The State of Arizona has provided the fully executed contract along with the "Arizona State Purchasing Cooperative Agreement with the City of Santa.

## ACTION:

It is requested that this purchase award to the Shamrock Foods Inc for food products and services from the aforementioned Cooperative Price Agreements for approximately \$363,324. to be reviewed, approved and submitted to the City Council for its consideration.

# City of Santa Fe, New Mexico

# memo

DATE: NOVEMBER 14, 2013

TO: ROBERT RODARTE, PURCHASING DIRECTOR

VIA: DRON J. VIALPANDO, DSS DIRECTOR

FROM: THOMAS X. VIGIL, DSS PROGRAM ADMINSTRATOR

ISSUE: OVER \$50,000 PURCHASE APPROVAL FOR FISCAL YEAR 2013-14

**SUMMARY:**

The Division of Senior Services (DSS) provides congregate and homebound services with senior citizens living throughout the City of Santa Fe. In support of the effort, DSS purchases fresh eggs, fresh produce, dairy products, frozen food, meat & poultry and staple food from numerous vendors. Due to the amount of seniors we provide service to, we anticipate that DSS will surpass \$50,000 in expenditures with numerous vendors. Therefore, we respectfully request approval to purchase over \$50,000 of food/raw food from the following vendors. Furthermore, we are also requesting approval to extend the Shamrock Foods Company contracts for an additional year from the date of January 31, 2014, while these contracts are resubmitted and renewed via the State Price Agreement. Contract summary pages are attached for your review. Complete copies of the Statewide Price Agreements, General Services Administration Contracts, & Western States Contract Alliance are available on the Internet and on file in DSS for review.

<u>Vendor Name</u>	<u>State/GSA/WSCA Contract Number</u>
Cooperative Educational Services (CES-Sysco NM)	2012-016
US Communities (Premier Inc. - US Food Services)	63-JGD99906
Arizona State Purchasing Cooperative Agreement (Food Products Shamrock Foods)	ADSP013-046211

Because DSS purchases food/raw food on behalf of all City of Santa Fe Senior Centers, funding would be charged to various business units to include 22592.530400 and 22600.530400.

c: Isaac J. Pino, Community Services Department Director

<u>Doc Type</u>	<u>Vendor ID Used</u>	<u>Gross Amount FY 12/13</u>
Sysco NM	8716	\$5,182.79
Shamrock Foods Company	4763	\$305,046.37

Janice K. Brewer  
Governor



Brian C. McNeil  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201  
PHOENIX, ARIZONA 85007

(602) 542-5511 (main) (602) 542-5508 (fax)  
<http://spo.az.gov>

**ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT**

This Cooperative State Purchasing Agreement ("Agreement") is entered between the

**State of Arizona Procurement Office**

and

**The City of Santa Fe, NM**

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(Organization Name)

in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit educational or public health institutions and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.

2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.
4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.
5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
  - a. Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
  - b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.

- c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.
  - d. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
- 7. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.
  - 8. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
  - 9. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement Administrator, and shall remain in effect for a total period of five (5) state fiscal years.
  - 10. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
  - 11. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
  - 12. The State Cooperative Member certifies that its organization shall comply with the

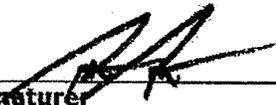
State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2009-09 dated October 20, 2009.

13. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
14. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
15. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
16. Except as provided in Paragraph 15, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

**FOR THE STATE COOPERATIVE MEMBER:**

**FOR THE STATE:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature:

**Name:** Robert Rodarte, CPPO, CPPB

Jean A. Clark, CPPO, C.P.M., CPPB, CPM

**Title:** Purchasing Officer

**Title:** State Procurement Administrator

**Date:** 1/13/2014

**Date:** 1/13/14

**ARIZONA STATE PURCHASING COOPERATIVE**  
**State Cooperative Member Contact Information**  
(Please submit completed form with agreement to address below.)

<b>Name of Organization:</b> City of Santa Fe	
<b>Name of Contact Person:</b> Robert Rodarte, CPPO, CPPB	
<b>Title of Contact Person:</b> Purchasing Officer	
<b>Telephone number of contact person:</b> 5059555712	<b>Fax:</b> 5059555714
<b>E-mail address of contact person:</b> <b>rrodarte@santafenm.gov</b> <small>(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)</small>	
<b>Billing Address:</b>  2651 Siringo Rd, Building H Santa Fe, NM 87505	
 <p align="center"><b>City of Santa Fe</b>  <b>Robert Rodarte, CPPO, CPPB</b>  Purchasing Officer  Finance Division</p>	
<b>Remit Address (if different)</b>	
<p align="center">Office: 505-955-5712 Fax: 505-955-5714  rrodarte@santafenm.gov  2651 Siringo Road, Bldg. H, Santa Fe, New Mexico 87505</p>	
<b>Federal ID Tax Number:</b> 85-6000-168	

**Please notify State Procurement Office of any changes to this information.**

Please send completed agreements and changes in contact information to:  
State Procurement Office  
Arizona State Purchasing Cooperative  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, Arizona 85007  
Or by e-mail to: [spo@azdoa.gov](mailto:spo@azdoa.gov)

Janice K. Brewer  
Governor



Brian C. McNeil  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**

STATE PROCUREMENT OFFICE  
100 NORTH FIFTEENTH AVENUE • SUITE 201  
PHOENIX, ARIZONA 85007  
(602) 542-5511 (main) (602) 542-5508 (fax)  
<http://spo.az.gov>

April 24, 2013

SENT VIA EMAIL: [mary\\_darroch@shamrockfoods.com](mailto:mary_darroch@shamrockfoods.com)

Shamrock Foods Company  
2540 N. 29<sup>th</sup> Ave.  
Phoenix, AZ 85009  
Attn: Dan Carroll

Subject: IFB ADSP013-00002804 Food Products  
Notice of Solicitation Results

Dear Mr. Carroll:

Shamrock Foods Company's bid in response to solicitation ADSP013-00002804 for Food Products was received. I am pleased to inform you that your Company's bid has been selected for award.

The files for this solicitation, including the resulting contract, will soon be available for public viewing online at ProcureAZ. The resulting contract shall begin on June 1, 2013.

The Contract requires verification of insurance be provided prior to commencement of work being performed by the Contractor. **Therefore, a certificate of insurance must be submitted within ten (10) days of receipt of this correspondence.** The certificate of insurance must exactly match all the requirements and language provided in the Solicitation, Special Terms and Conditions.

Shamrock Foods Company shall not begin any work until the Procurement Officer assigned to your Contract, issues a written notice to proceed, or a Purchase Order is executed. Such notice may be provided by email. The State of Arizona will be unable to pay for any services provided without a Purchase Order. If you have any questions in this regard, please contact me by email at [holly.howe@azdoa.gov](mailto:holly.howe@azdoa.gov) or by phone at (602) 364-0102.

Thank you for your bid and for your continued interest in doing business with the State of Arizona. On behalf of the State of Arizona and the Department of Administration, I congratulate you on your contract award.

Sincerely,

A handwritten signature in cursive script that reads "Holly Howe".

Holly Howe  
Procurement Specialist

cc: Solicitation File – ADSP013-00002804

	<b>Offer and Acceptance</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP013-00002804	PAGE 1	
	OFFEROR:	OF 1	

**OFFER**

**TO THE STATE OF ARIZONA:**  
 The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:  
070 923 268

Federal Employer Identification No.:  
860 - 209 - 908

Phone: 602-477-6316

Fax: 602-605-3643

Shamrock Foods Company  
Company Name  
2540 N. 29th Ave.  
Address  
Phoenix AZ 85009  
City State Zip

James  
Signature of Person Authorized to Sign Offer  
Dan Carroll  
Printed Name  
Senior Vice President  
Title  
Foodservice

- By signature in the Offer section above, the Offeror certifies:
1. The submission of the Offer did not involve collusion or other anticompetitive practices.
  2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2008-9 or A.R.S. §§ 41-1461 through 1465.
  3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
  4. The Offeror certifies that the above referenced organization    IS/    IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
  5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
  6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSP013-041677. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
 Awarded this 17th day of April, 2013

  
 Procurement Officer

ADSP013-046211 Food Products  
Fixed Percentage (%) Mark Up Schedule

Shamrock Foods

Category	Website	% Mark Up list price
1- Groceries, Dry & Canned	Website: <u>smartwebaz.com</u> _can be found under dry Section: goods _____	<u>8</u> %
2- Frozen Foods	Website: <u>smartwebaz.com</u> _can be found under frozen Section: goods _____	<u>8</u> %
3- Meats (Fresh, Frozen & Precooked)	Website: <u>smartwebaz.com</u> _can be found under either fresh or Section: frozen meats _____	<u>5</u> %
4- Poultry (Fresh, Frozen & Precooked)	Website: <u>smartwebaz.com</u> _can be found under fresh or frozen Section: chicken _____	<u>5</u> %
5- Seafood (Fresh & Frozen).	Website: <u>smartwebaz.com</u> _can be found under fresh or frozen Section: seafood _____	<u>5</u> %
6- Fresh Produce	Website: <u>smartwebaz.com</u> _can be found under fresh Section: produce _____	<u>12</u> %
7- Bakery (Fresh, Frozen)	Website: <u>smartwebaz.com</u> _can be found under frozen Section: goods _____	<u>8</u> %
8- Dairy Products	Website: <u>smartwebaz.com</u> _can be found under dairy Section: _____	<u>10</u> %
9- Beverages (All Types).	Website: <u>smartwebaz.com</u> _can be found under beverage Section: _____	<u>8</u> %
10- Special Dietary Needs	Website: <u>smartwebaz.com</u> _can be found under nutritional Section: supplements _____	<u>8</u> %
11- Snack Items (Individual/Single Serving Size)	Website: <u>smartwebaz.com</u> _can be found under dry Section: goods _____	<u>8</u> %

	<b>Scope of Work</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP013-00002804	PAGE 4	
	TITLE: Food Products	OF 37	

**1. Introduction**

The State of Arizona, its Agencies, Boards and Commissions as well as participating members of the Arizona State Purchasing Cooperative have a demand to purchase Food Products on an as needed basis. The purpose of the Solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State may acquire these products on a Statewide basis.

Agencies that have used the Food Products contract previously include; the Arizona State Veterans Home which produces approximately 360 meals per day; Arizona Department of Juvenile Corrections facilities including Adobe Mountain School which produces approximately 1,100 meals per day; Arizona Training Program at Coolidge which produces approximately 450 meals per day; and the State Hospital which produces approximately 900 meals per day.

**2. Product Categories**

Products offered in the following categories may be considered for award. Products packaged in restricted type containers (i.e. glass bottles, aluminum cans, etc.) must be available in an alternate form (i.e. plastic, paper, cartons, etc).

- 2.1 Category 1 Groceries, Dry & Canned. Examples of Grocery Items include: canned fruits and vegetables; dried legumes; beans and peas; gelatins; cocoa; dessert mixes; canned and dried meats; flour and sugar; condiments, seasoning and spices; oils; teas; chips; canned fish and seafood; canned soups; salad dressings; cookies; crackers and cereals; toppings and pie fillings; fruit, grain, granola and candy bars; pickles and olives; etc.;
- 2.2 Category 2 Frozen Foods. Examples of Frozen Food include: frozen entrees; frozen soups; frozen fruits and vegetables; frozen juices; frozen bakery items; frozen eggs and egg substitutes; frozen desserts, etc.;
- 2.3 Category 3 Meats (Fresh, Frozen & Precooked). Examples of Fresh and Precooked Meat Items include: cold cuts; hot dogs; bacon; pre-cooked roasts; ham; beef cubed steaks; pork chops, ground beef and beef patties; veal and veal patties, etc. Examples of Frozen Meat Items include: ground beef and beef patties; veal and veal patties, etc.;
- 2.4 Category 4 Poultry (Fresh, Frozen & Precooked). Examples of Fresh and Precooked Poultry items include: uncooked chicken parts; boneless chicken breasts; chicken patties; precooked chicken; heat to heat turkey, etc. Examples of Frozen Poultry items include: chicken parts; boneless chicken breasts, chicken patties, turkey, etc.;
- 2.5 Category 5 Seafood (Fresh & Frozen). Examples of Fresh Seafood Items include: whole fish, fish fillets, shrimp, etc. Examples of Frozen Seafood Items include: fish fillets; fish sticks; shrimp, etc.;
- 2.6 Category 6 Fresh Produce. Examples of Fresh Produce include: apples; oranges; various fruits; vegetables; lettuce; prepared salad; processed vegetables, etc.;
- 2.7 Category 7 Bakery (Fresh, Frozen). Examples of Bakery Items include: bread, dinner rolls, hotdog buns, hamburger buns, French bread; baked goods, tortillas, etc. Whole grain must be available in all variations listed.;
- 2.8 Category 8 Dairy Products. Examples of Dairy Products include: fresh shelled eggs; milk, cottage cheese, cheese, sour cream, yogurt, butter, margarine, ice cream, etc. Low fat products must be available.;
- 2.9 Category 9 Beverages (All Types). Examples of Beverage items include: soft drinks (plastic and canned); all types of juices, dry beverage mixes, ground coffee; instant and freeze-dried coffee; sports drinks, etc.;

	<b>Scope of Work</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
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	TITLE: Food Products	OF 37	

- 2.10 Category 10 Special Dietary Needs. Examples of Special Dietary Items include: liquid supplements, low sodium products, kosher products, diabetic products; nutritional supplements.; and
- 2.11 Category 11 Snack Items (Individual/Single Serving Size). Snack items are similar to grocery items but are packaged in smaller portions for individual consumption. Examples of Single Serving Snack Items include: Cookies; Candy bars; Ice Cream, Pudding; Apple Sauce and Jell-O cups; Seasonal candies; Beef Jerky; chips; corn nuts; sunflower seeds, etc.

### 3. Contractor Requirements

- 3.1 The Contractor shall have, at a minimum,
- 3.1.1 The ability to successfully perform all requirements of this statewide contract.
  - 3.1.2 The ability to create and manage numerous individual accounts for order placement, billing and reporting purposes.
  - 3.1.3 Inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.
  - 3.1.4 Qualified and trained personnel capable of assisting all Eligible Agencies with all contract activities.
  - 3.1.5 Customer dispute resolution services (at transaction level), multiple account set up and management, expediting services (order follow up), and customer assistance.

### 4. Product Specifications

The Contractor must guarantee that all perishable food items are fresh and all food products meet U.S. Food and Drug Administration, U.S. Department of Agriculture, U.S. Department of Commerce requirements and standards and Hazard Analysis and Critical Control Point (HACCP) Regulations.

- 4.1 All products ordered shall be delivered under acceptable standard sanitary conditions and must be in the correct quantity and free of damage.;
- 4.2 All meats, where applicable, must meet USDA IMP (Institutional Meat Purchase) specifications.;
- 4.3 Fresh meats and poultry must be clearly marked with the expiration date or pack date.;
- 4.4 Mechanically separated beef is not allowed.;
- 4.5 If requested by the ordering agency, any date codes on products – such as Julian date codes – must be interpreted and substantiated by the Contractor.;
- 4.6 All produce must be fresh and in good condition.;
- 4.7 Spoiled or out dated food received will be returned for full credit at no expense to the ordering agency.;
- 4.8 Refrigerated and frozen food products must be received at temperatures that meet Hazard Analysis & Critical Control Points (HACCP) requirements.;
- 4.9 Products must be held under appropriate temperature conditions for that product prior and during delivery.;
- 4.10 Refrigerated products temperatures are 33<sup>0</sup>F - 40<sup>0</sup>F; frozen products temperatures are 0<sup>0</sup>F – 10<sup>0</sup>F. Carrier equipment will be required to be pre-cooled and shall be capable of maintaining temperature within that range to destination.;

	<b>Scope of Work</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP013-00002804	PAGE 6	
	TITLE: Food Products	OF 37	

- 4.11 No substitutions of guaranteed brands will be allowed without prior approval from the ordering location.;
- 4.12 When requested, the Contractor is required to provide any nutritional analysis data on any stock item or new item at no cost to the ordering location.;
- 4.13 Some State institutions are required to purchase products that meet School Meals Initiative (SMI) requirements as identified below:
  - 4.13.1 Limit fat content to 30% of calories;
  - 4.13.2 Limit saturated fat to 10% of calories;
  - 4.13.2 Low in cholesterol;
  - 4.13.3 Total sugar not to exceed 35% total weight;
  - 4.13.4 Moderate salt and sodium content;
  - 4.13.5 Fruit packed in own juices;
  - 4.13.6 Whole grain products.

**5. Contractor Responsibilities**

- 5.1 The Contractor shall provide general help and ordering assistance including toll-free phone and web-based support Monday through Friday 8:00 AM to 5:00 PM MST.
- 5.2 The Contractor shall be responsible for ensuring the most current Price Lists are available to using entities and shall keep updated any on-line catalogs as well as the documentation posted through the State's e-Procurement system.
- 5.3 The Contractor shall provide products at the Fixed Percent (%) Mark Up price offered in response to the IFB and shall perform in accordance with the contract requirements, terms and conditions contained in this document.
- 5.4 The Contractor shall offer a full satisfaction guarantee. Any item that is received in error or in a defective or damaged condition shall be resolved or replaced within five (5) business days from notification at no cost to the State.
- 5.5 The Contractor shall have the following food safety programs listed below and when requested from the participating agencies shall provide all documentation that substantiates their claim for compliance.
  - 5.5.1 All documentation must be made readily available from subcontractors whom have sold the bidder products.
  - 5.5.2 The State may also request all food handling/tracking/monitoring of quality control procedures that have been utilized to inspect or certify raw materials used in the manufacturing of products.
  - 5.5.3 USDC continuous inspection.
  - 5.5.4 Pathogen testing on raw material.
  - 5.5.5 On site lab test of raw material and finished product Total Plat Count (TPC) for Coli form and genetic E-Coli.
  - 5.5.6 Hazard Analysis Critical Control Point (HACCP) tracking and monitoring food safety program.