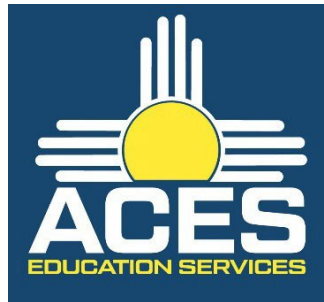


**NEW MEXICO
ASSOCIATION OF CHARTER SCHOOLS EDUCATION SERVICES**



**AGENCY AGREEMENT AND
INCORPORATING CONTRACT**

ACES Contract Number: 22-003

Commodity: SCHOOL CAFETERIA FOOD AND SUPPLIES

Established by: Cooperative Procurement Price Agreement

CONTRACT TERM (subject to annual renewal):

May 24, 2022 – June 30, 2027

Number of awards: 1

Contractors:

Shamrock Foods Company

ACES approved by:

Christy Takacs

Date: 10/16/2024

Christy Takacs
Executive Director, Chief Procurement Officer

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FOR AGENCIES

To become established as an ACES Participating Agency, or for questions regarding ACES in general, membership, contracts, etc.:

Christy Takacs, Executive Director
575-468-ACES (2237) ext. 100;
Email: ed@nmaces.org

For questions regarding purchase orders, invoices or payments:

Katherine Moore, Business Manager
575-468-ACES (2237) ext. 101
Email: businessoffice@nmaces.org

For questions regarding procurement, use of contracts, vendor performance, etc.:

Tammy West, Procurement Manager
575-468-ACES (2237) ext. 102
Email: procurement1@nmaces.org

PURCHASE ORDER AND PAYMENT INSTRUCTIONS:

- ✓ SHAMROCK FOODS COMPANY IS AUTHORIZED TO DO DIRECT BILLING WITH ACES PARTICIPATING AGENCIES. A PURCHASE ORDER WITH ALL REQUIRED INFORMATION **MUST** BE RECEIVED BY THE CONTRACTOR **PRIOR TO** THE DELIVERY OF ITEMS AND/OR COMMENCEMENT OF SERVICES BY THE CONTRACTOR.
- ✓ THE PARTICIPATING AGENCY MUST KEEP A COPY OF THIS CONTRACT ON FILE FOR AUDITING PURPOSES
- ✓ ALL PURCHASE ORDERS ISSUED UNDER THIS AGREEMENT MUST REFERENCE THE **CONTRACTOR'S NAME, CORRESPONDING ACES CONTRACT NUMBER AND COMMODITY TITLE** FOUND ON THE FIRST PAGE OF THIS AGREEMENT DOCUMENT.
- ✓ PURCHASE ORDERS SHALL BE SENT TO THE CONTRACTOR DIRECTLY AS SPECIFIED BY THE CONTRACTOR. .
- ✓ PAYMENT SHALL BE MADE TO THE CONTRACTOR ***WITHIN 30 DAYS*** AFTER RECEIPT OF INVOICE, SUBJECT TO LATE FEES.

FAILURE TO REFERENCE THE ACES CONTRACT NUMBER ON THE PO MAY RESULT IN INCORRECT CHARGES TO BE ASSESSED, MAY CONSTITUTE A FAILURE TO COMPLY WITH NEW MEXICO PROCUREMENT CODE AND/OR BE CAUSE FOR AUDIT FINDING BY THE PARTICIPATING AGENCY.

FOR CONTRACTORS

For general questions, information regarding this contract, questions or issues regarding provision of products and/or services or to refer a school or public agency for membership:

Christy Takacs, Executive Director
575-468-ACES (2237) ext. 100;
Email: ed@nmaces.org

For procurement related assistance, questions regarding this contract, or for assistance related to the provision of product and/or services and anything related:

Tammy West, Procurement Manager
575-468-ACES (2237) ext. 102
Email: procurement1@nmaces.org

For questions regarding purchase orders, invoices or payments:

Katherine Moore, Business Manager
575-468-ACES (2237) ext. 101
Email: businessoffice@nmaces.org

PURCHASE ORDER/INVOICING/PAYMENT INSTRUCTIONS:

PAYMENT TERMS: AGENCIES WILL HAVE 30 DAYS AFTER INVOICE TO RENDER PAYMENT TO THE CONTRACTOR. Failure to do so may result in further action by the Contractor pursuant to section 5.C. of this contract

- ✓ A PURCHASE ORDER WITH ALL REQUIRED INFORMATION **MUST** BE SENT FROM THE USING AGENCY TO THE CONTRACTOR **PRIOR TO** THE DELIVERY OF ITEMS AND/OR COMMENCEMENT OF SERVICES BY THE CONTRACTOR.
- ✓ *UPON RECEIPT OF A VALID PURCHASE ORDER, THE CONTRACTOR MAY PROCEED TO DELIVER ITEMS AND/OR PERFORM SERVICES.
- ✓ ALL INVOICES SHALL CONTAIN THE FOLLOWING INFORMATION:
 -
 - NAME OF USING AGENCY
- ✓ INVOICES SHALL BE SENT DIRECTLY TO THE ACES PARTICIPATING AGENCY AND SHALL REFERENCE THE CORRESPONDING PURCHASE ORDER NUMBER.

AWARDED CONTRACTORS

COMPANY INFORMATION

SERVICE AREA

SHAMROCK FOODS COMPANY

STATEWIDE

3900 E. CAMELBACK ROAD, SUITE 300
PHOENIX, AZ 85018

CONTACT: KAREN MOORE

PHONE: 480-564-6881

EMAIL: karen_moore@shamrockfoods.com

ALT. CONTACT: KATHY SEGRAVES

PHONE: 575-644-1060

EMAIL: kathy_segraves@shamrockfoods.com

WEB ADDRESS: www.shamrockfoodservice.com

Services/items provided: School Cafeteria Food and Supplies

<END>

AGREEMENT

This AGREEMENT is made and entered into as of the last date signed by both parties, by and between the New Mexico Charter School Education Services Association (“ACES”), a public entity, existing under the laws of the State of New Mexico with a mailing address of P.O. Box 16326, Albuquerque, NM, 87191 and the CONTRACTOR, as identified and signed under paragraph 27 of this Agreement. Further, any ACES Participating Agency may become party to this agreement by issuing a valid purchase order based on the CONTRACTOR’S quote, referencing this ACES contract number and the Contractor name.

RECITALS

WHEREAS, the Joint Powers Agreement (JPA) that created ACES, indicates one of its lawful purposes is, “Purchase of professional services, construction services, and tangible personal property for local public bodies and state agencies when so requested and in accordance with the requirements of the Procurement Code”, and

WHEREAS ACES Members are charter schools party to the JPA as approved by Secretary of the New Mexico Department of Finance and Administration or an ACES Participating Agency, and

WHEREAS the CONTRACTOR was awarded a contract in response to ACES RFP 22-003, and

WHEREAS the parties agree that it is desirable to participate in the cooperative procurement of, or use of an established price agreement for **school cafeteria food and supplies**, to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, ACES, pursuant to the powers vested in it through the JPA, has awarded an Acceptance of Offer and Contract Award to CONTRACTOR to provide Special Education Support Services and Case Management to schools that are parties to the JPA and to Participating Entities that have an Agreement with ACES and represents to its members that said services are for a price that provides economic and other advantages for its members, and

WHEREAS, ACES has initiated a contract for school cafeteria food and supplies and provides it to Participating Agencies in accordance with the Procurement Code NMSA 1978, §§ 13-1-21 to 199 and the New Mexico School Personnel Act NMSA 1978, §§ 22-10A-1, *et seq.*, and such other laws and regulations applicable to this contract, and

WHEREAS, ACES Participating Agencies participate in the solicitation, evaluation and/or use of cooperative contracts managed by ACES, or utilize established price agreements formally solicited by ACES, and become parties to this contract by issuing a valid purchase order referencing this contract, and

WHEREAS, the following documents are hereby incorporated into this contract by reference and made part of this contract:

- RFP 22-003 document with all addenda
- CONTRACTOR'S response to RFP 22-003 as amended and/or otherwise negotiated and awarded by ACES, and as summarized in Attachment A.

NOW, THEREFORE, the parties hereto, in consideration of mutual covenants and promises contained herein,

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PURPOSE

The purpose of the Agreement is to authorize the parties' mutual participation in RFP 22-003 with the CONTRACTOR.

2. TERM OF THE AGREEMENT

A. Effective Date.

- 1) This Agreement shall be deemed effective between ACES and the CONTRACTOR as of May 24, 2022 and shall remain in effect through June 30, 2027 unless ACES exercises the right of non-renewal during any subsequent term, or unless termination otherwise occurs by either party. Either party may terminate this Agreement with written notice delivered to the other at least sixty (60) days prior to the intended date of termination. In terminating, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- 2) This Agreement shall be deemed effective between the CONTRACTOR and the ACES Participating Agency upon issuance of a valid purchase order referencing this contract. The date of the agreement commencement between the ACES Participating Agency shall be the date of the purchase order. The purchase order must be dated prior to the final termination date of the total contract term. The term of the agreement between the CONTRACTOR and the ACES Participating Agency is subject to §13-1-150 NMSA 1978.

B. Termination Notice. This Agreement may be terminated with thirty (30) days written notice to ACES Participating Agency if CONTRACTOR determines that such termination is in the best interest of CONTRACTOR or thirty (30) days written notice to CONTRACTOR if ACES determines that such termination is in the best interest of ACES and/or ACES Participating Agency. This provision is not exclusive and does not waive each party's other legal rights and remedies caused by the ACES Participating Agency or ACES default/breach of this agreement. In terminating, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

C. Termination Management. Immediately upon receipt by either ACES Participating Agency, CONTRACTOR or ACES of Notice of Termination of this Agreement, none of the parties shall: 1) incur any further obligations for salaries, services, or any other expenditure of funds, 2) shall enter any additional requests for services,

3) parties shall comply with all commercially reasonable directives issued by the other parties in the notice of termination as included in this Agreement, and 3) all parties shall take such commercially reasonable action as ACES Participating Agency, CONTRACTOR or ACES shall direct for protection, preservation, retention or transfer of all property and all records generated under this Agreement.

3. RELATIONSHIP OF THE PARTIES

- A. This Agreement is between ACES and the CONTRACTOR. Whenever an ACES Participating Agency issues a purchase order in response to CONTRACTOR'S written or verbal quote, based on and referencing this contract, the ACES Participating Agency then becomes party to this agreement and a binding contract between the three parties is created.
- B. CONTRACTOR acknowledges and agrees that ACES' purpose and function is to act as a cooperative procurement agent on behalf of its Participating Agencies so that they may take advantage of these procurement efforts. ACES does not have any subsequent responsibility relating to the quality and fitness of any Products or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by an ACES Participating Agency with Contract Holder directly or through ACES and any resulting contract between the CONTRACTOR and an ACES Participating Agency do not create any additional obligations on the part of ACES.
- C. For transactions which involve ACES transmitting purchase orders on behalf of an ACES Participating Agency to CONTRACTOR, ACES volunteers to act as a payment facilitator to make payments to CONTRACTOR with funds transferred to ACES by the ACES Participating Agency in accordance with the Participating Agency's written instructions and to provide an accounting of all monies paid or received by ACES pursuant to this Agreement. ACES also volunteers to provide informal mediation services between CONTRACTOR and ACES Participating Agency in the event any dispute arises between them.
- D. CONTRACTOR understands and agrees that upon ACES' receipt of funds from the ACES Participating Agency, ACES has no right or authority to thereafter apply those funds to any purpose other than as instructed by the ACES Participating Agency. ACES shall incur no liability to the CONTRACTOR except for liability arising from ACES' own negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process and subsequent contract, CONTRACTOR is authorized to provide the described products or services. ACES has no obligation or right to involve itself with the manner or method by which CONTRACTOR provides the products or services.

- E. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted to create a new or separate legal entity for the performance of this Agreement.
- F. Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirement applicable to public records or as otherwise specified in the contract documents.
- G. CONTRACTOR is responsible for the quality and delivery of the goods and services provided under the Agreement.

4. SCOPE OF WORK

- A. *Services Provided.* Services and/or items shall be provided as stated in the contract documents, including Attachment A.
- B. Under the terms and conditions of this Agreement an ACES Participating Agency as allowed by law may issue orders for items and/or services described herein. The terms and conditions of this contract shall form a part of each order issued hereunder. The items and/or services to be ordered shall be as listed herein and as otherwise quoted to the ACES Participating Agency by the CONTRACTOR in reference to this contract. All orders issued hereunder will bear both an order number and this ACES contract number. It is understood that no guarantee or warranty is made or implied by ACES or the user that any order for any definite quantity will be issued under this contract. The Vendor, acting in a commercially reasonable manner, may accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.
- C. ACES Participating Agencies may negotiate with the CONTRACTOR certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of this contract may not be altered or amended except with the approval of ACES and in accordance with the State Procurement Code.
- D. *Compliance with Law/Policies.* ACES, CONTRACTOR and ACES Participating Agency shall adhere to all applicable state and federal laws, policies and regulations applicable to ACES or the ACES Participating Agency, including privacy, confidentiality, and security requirements.

5. COMPENSATION

- A. *Prices.* Prices as listed in this contract cannot be exceeded. CONTRACTOR and using agency may negotiate lower prices where in agreement to do so.
- B. *Rate of Pay.* The ACES Participating Agency shall pay CONTRACTOR in full for services performed pursuant to this agreement. If the ACES Participating Agency finds that the services are not acceptable, it shall, within ten (10) days after receipt of CONTRACTOR's invoice, provide to CONTRACTOR and ACES a letter of exception explaining the objection to the services along with

details of how ACES may provide remediation action.

C. *Payment Procedure.* The ACES Participating Agency using this ACES contract shall provide a Purchase Order to the Contractor referencing the ACES Contract Number and a specific dollar amount or a “not to exceed amount” for the products and/or services to be ordered. The Purchase Order shall include the shipping address(s) of the ACES Participating Agency receiving the order. CONTRACTOR shall invoice the ACES Participating Agency directly, referencing the corresponding purchase order number. The ACES Participating Agency shall pay all invoiced amounts within 30 calendar days after invoice (subject to credit approval). Payment terms are measured from the date of CONTRACTOR’s invoice to the date CONTRACTOR receives ACES Participating Agency’s payment. Any payment terms offered by CONTRACTOR to ACES Participating Agency may be modified based on the creditworthiness of ACES Participating Agency. CONTRACTOR has the right to change payment terms (including, without limitation, by shortening payment terms, selling C.O.D., requiring a standby letter of credit issued by a bank to secure payment, a security deposit, or additional forms of security) by providing written notice thereof to ACES Participating Agency if, in CONTRACTOR’s sole judgment: (a) the financial condition of ACES Participating Agency (or any of its facilities) materially deteriorates from that existing either on the date of the financial statements included in the account application originally submitted to CONTRACTOR (the “**Account Application**”) or at any point during the term of this Agreement, or (b) Supplier becomes aware of circumstances that may materially and adversely impact ACES Participating Agency’s (or any of its facilities) ability to meet financial obligations when due. The modified payment terms shall be effective as of the date specified by CONTRACTOR in such notice. For CONTRACTOR to analyze and determine creditworthiness and financial condition, ACES Participating Agency agrees to furnish CONTRACTOR with a completed Account Application using CONTRACTOR’s forms, the most recent audited annual financial statements, quarterly statements, the most recent internal financial statements and such other documents as CONTRACTOR reasonably requests, both before deliveries begin, and also at any time thereafter upon CONTRACTOR’s request therefor.

Payments not received within 30 days after invoice date shall be delinquent. Payments delinquent after 30 days may be assessed a 1.5% per month *administrative fee (Procurement Code 13-1-158 (c) NMSA 1978)*. *The ACES Participating Agency agrees to these specific terms of payment.* Contractor shall remit payment of 1.5% of all sales made under this contract to ACES on a quarterly basis, or as otherwise agreed to between the parties.

PACA. This Section is a notice required under federal law. This Agreement may cover sales of perishable agricultural commodities as those terms are defined by federal law. All fresh and frozen fruits and vegetables which have not been processed beyond cutting, combining, or steam blanching are generally considered perishable agricultural commodities. All perishable agricultural commodities sold under this Agreement are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities and all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

6. ORDERING AGENCY RESPONSIBILITY

Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ACES Participating Agency.

A complete copy of the ACES contract relied upon for purchase shall be downloaded and kept by the ACES Participating Agency at the time of purchase for audit purposes.

ACES shall not be held liable for payments not made or late payments made by ACES Participating Agencies.

7. INSPECTION

Final inspection and acceptance will be made by the ACES Participating Agency at the destination at the time of delivery. Supplies/items rejected at the destination for nonconformance with the terms and conditions of this contract shall be removed at the CONTRACTOR'S risk and expense, promptly after notice of rejection by the ACES Participating Agency. Services rejected for nonconformance with the terms and conditions of the contract and/or requirements of the order shall be corrected by the CONTRACTOR promptly after notice of rejection. Items or services not corrected after notice shall not be paid for pursuant to NM state law.

8. RESPONSIBILITY

CONTRACTOR shall pay CONTRACTOR's employees wages and benefits in accordance with its policies and all applicable state and federal laws. The CONTRACTOR shall withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits for CONTRACTOR's employees.

ACES, the CONTRACTOR, and the ACES Participating Agency shall adhere to all applicable state and federal laws, policies, and regulations applicable to privacy, confidentiality, and security requirements and of all data during the term of this Agreement.

9. COOPERATION

ACES, the CONTRACTOR, and the ACES Participating Agency agree to reasonably cooperate and to provide reasonable assistance to the other parties in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought or involve ACES Participating Agency staff or the CONTRACTOR staff under this Agreement.

10. WARRANTIES

Except as expressly set forth herein, CONTRACTOR disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose, or arising as a result of custom or usage in the trade or by course of dealing.

11. RESERVED

12. AMENDMENT

This Agreement may be amended, changed, or altered only in writing by an instrument executed by ACES and the CONTRACTOR. All fully executed amendments are effective as of the last date signed.

13. MERGER

This Agreement incorporates all such covenants, agreements and understandings, including ACES RFP 22-003 and the CONTRACTOR'S responding Proposal as awarded or as otherwise amended, hereto concerning the subject matter hereof have been merged into this written Agreement. No prior agreements or understandings, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement, with the exception of any properly authorized purchase order for services that pre-date the execution of this Agreement.

14. APPROPRIATIONS AND CONTINUATION OF CHARTER

- A. *Funding.* Pursuant to 13-1-152, NMSA, 1978, this Agreement is contingent upon sufficient appropriations and authorizations being made to or by the ACES Participating Agency for the performance of this Agreement under a multi-term agreement with the Contractor. If sufficient appropriations and authorizations are not made in any subsequent fiscal period following the initial term of a multi-term agreement with the Contractor, the Participating Agency shall provide (at a minimum) 30 days' notice to the Contractor. The Agreement shall terminate on the first day of the next fiscal period, or upon the 31st day after written notice is given if less than 30 days to the next fiscal period. The ACES Participating Agency's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final. The Participating Agency agrees to provide their best effort to ensure continued funding for the entire term.
- B. *Charter Continuation.* When applicable, this Agreement is contingent upon the continuation of the ACES Member Charter. If the charter is revoked during the term of this Agreement, the Agreement shall terminate immediately upon written notice of such by the ACES Participating Agency to ACES and CONTRACTOR.

15. INSURANCE

CONTRACTOR shall provide proof of Insurance as set forth in RFP 22-003. Inadequate insurance or inadequate proof of insurance may be cause for termination of this Agreement. A certificate of insurance shall be provided, if required, to ACES on or before the effective date of this Agreement and annually at renewal when applicable.

16. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement.

18. ASSIGNMENT and SUBSTITUTION

ACES or CONTRACTOR shall not assign or transfer any interest in the Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the ACES Participating Agency.

19. PURCHASE OF GOODS AND SERVICES

The ACES Participating Agency may issue an order for goods and/or services as set forth in this contract. The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement practices.

20. CONFIDENTIALITY

Any confidential information provided to or developed by CONTRACTOR or ACES or its employees in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization (other than to CONTRACTOR'S employees, contractors, or agents who are responsible for performing the services) without the prior written approval of the ACES Participating Agency, except as provided in the New Mexico Inspection of Public Records Act. ACES agrees to comply with all federal and state privacy laws relating to records and information maintained by the ACES Participating Agency, including, but not limited to the Family Educational Records Privacy Act.

21. CONFLICT OF INTEREST

CONTRACTOR, ACES and the ACES Participating Agency warrants respectfully that they do not have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The CONTRACTOR, ACES, and the ACES Participating Agency, certifies that it and its employees have complied with and will continue to comply with the requirements of the Governmental Conduct Act, NMSA, 1978 §§10-16-1 *et seq.* or any other applicable conflict of interest provisions.

22. PENALTIES

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. All parties agree to not participate in unlawful use of this Agreement.

23. EQUAL OPPORTUNITY COMPLIANCE

The CONTRACTOR, ACES and the ACES Participating Agency, agree to abide by all federal and state laws and rules and regulations, and the executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, CONTRACTOR, ACES and the ACES Participating Agency agree to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to, discrimination under any program or activity performed under this Agreement. If the CONTRACTOR, ACES or the ACES Participating Agency is found not to be in compliance with these requirements during the life of this Agreement, they agree to take appropriate steps to correct these deficiencies.

24. RECORDS and FINANCIAL AUDIT

The CONTRACTOR shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by ACES, ACES Participating Agency, the State Department of Finance and Administration and the State Auditor. The ACES Participating Agency and ACES shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the ACES Participating Agency and ACES to recover excessive or illegal payments.

25. INDEMNIFICATION

Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended. To the extent permitted by law, the parties shall defend, indemnify and hold harmless the others from all actions, proceedings, claims, demands, costs, damages, unpaid taxes and associated penalties and interest, attorneys' fees and all other liabilities and expenses of any kind from any third party which may arise out of the performance of this Agreement, caused by the party's, the party's employees', subcontractors', or agents' gross negligence or intentional misconduct resulting in injury or damage to persons or property during the time when the CONTRACTOR or any employee, agent, or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any CONTRACTOR employee, agent or subcontractor of ACES under this Agreement is brought against ACES,

CONTRACTOR or the ACES Participating Agency, the notified party shall, as soon as practical, but no later than two (2) days after he/she/it receives notice thereof, notify the other Parties and their legal counsel by email and certified mail. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, AND (B) WHETHER OR NOT CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

26. FORCE MAJEURE. The parties are not liable for any loss, damage, or expense from any delay in delivery or failure of performance due to any cause beyond a party's control, including fire or other casualty; accident; war conditions; riot or civil commotion; terrorism; government regulation or restriction; shortages in transportation, power, labor or material; freight embargo; default of supplier; disease, pandemic, epidemic, or quarantine; local, state, or national declaration of emergency; or events which render performance commercially impracticable or impossible.

27. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, or by certified, return receipt requested U.S.P.S. either by first class or certified mail as follows (unless delivery by email is agreed to):

ACES

Christy Takacs, Executive Director
P.O. Box 16326
Albuquerque, NM 87191

CONTRACTOR

*Specified under paragraph 28 of this agreement

The ACES Participating Agency shall be given notice to the individual who signed the ACES Member JPA and/or Participating Agency Agreement.

28. AUTHORITY

Each party signing below represents that they have all required authority to execute this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers. This Agreement may be executed in several counterparts and each executed counterpart shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

ACES

By: Christy Takacs

Signature: Christy Takacs

Title: Executive Director

Date: 10/16/2024

CONTRACTOR

By: Jeff Peitzmeier
Printed Name

Signature: Jeff Peitzmeier
Jeff Peitzmeier (Oct 16, 2024 10:03 PDT)

Title: Snr VP

Date: 10/16/2024

Mailing Address:

Shamrock Foods Company
3900 E Camelback Rd., Ste 300
Phoenix, AZ 85018
Attn: Legal Department
legal@shamrockfoods.com

ATTACHMENT A

CONTRACTOR: SHAMROCK FOODS

1.1. Scope of Services available:

The continuous goal of Shamrock through this contract is to meet and exceed the guidelines set by USDA and the State of New Mexico for nutritional regulations and contract compliance for distribution of products and services.

Shamrock offers not only the culture of a local company, but the depth of experience of one of the largest broad line food service distributors in the western United States. Shamrock has the ability to leverage their strength to secure competitive cost of goods and modest markup structure while providing additional professional services and cost savings for ACES Participating Agencies that results in reduction of expenses for both Shamrock and the agencies.

Shamrock offers:

- Weekly service to all ACES Participating Agencies utilizing this contract
- Access to full catalogue of over 14,000 stocked products and use of web-based ordering system
- Customized usage information by district to ensure adequately stocked inventory
- NOI/FFSD End User Products from approved New Mexico USDA Processors
- Dedicated Education Team trained in USDA regulations to assist Members
- USDA Compliant Menu Program with cost analysis and additional services

A sample list of items offered is included in Attachment B. Items are subject to change and may differ from items currently available.

1.2. Contract Timeframe.

May 24, 2022 – June 30, 2027

1.3. Pricing.

Contact vendor for current product and pricing information.

1.4. Invoicing and Payment.

1.4.1. Payment Terms: Net 30 to Contractor – Participating Agency to Shamrock direct

1.4.2. Process

This contractor has been granted an ACES direct payment waiver allowing for direct invoicing and payment.

- 1.4.2.1. Payment requests/invoices shall be sent directly to the ordering Participating Agency referencing the corresponding purchase order number if applicable.
 - 1.4.2.2. The Participating Agency will certify that all items being invoiced have been received and remit payment directly to the Contractor within 30 days of receipt of the invoice.
- 1.4.3. The contractor will render payment to ACES of all applicable fees at 1.5% of total orders placed under this contract quarterly in arrears or otherwise as specified in the Direct Billing Waiver.
- 1.4.4. **Payment Dispute.** All invoices will be processed promptly, even if there is a dispute between the ACES Participating Agency and the Contractor as to the services or items provided and included on the invoice. With respect to any disputed amount, an adjustment will be made after, and according to, dispute resolution achieved between the parties.

Weekly Produce

Item Num	Description	Pack
4541761	APPLE, BABY PINK LADY	1/10/LB
1533531	APPLE, FUJI USFCY 88-113 CT	1/45/LB
4544241	APPLE, GALA WXFCY 125CT	1/40/LB
2648961	APPLE, GLDN DEL USXFCY 125CT	1/125/PK
4528961	APPLE, GRNYSMTH WFCY 100CT	1/100/PK
4718421	APPLE, RED RPK	1/10/LB
4633981	APPLE, RED DEL SCHOOL BOY	1/163/PK
4665731	APPLE, RED DEL XFCY 138	1/138/PK
3420351	APPLE, RED SLI COMMODITY	100/2/OZ
1915531	ASPARAGUS, STANDARD	1/11/LB
3135781	AVOCADO, PULP 100% HASS FRSH	8/2/LB
1601351	BANANA, STAGE 2-2.5	1/40/LB
3621021	BANANA, SGL	1/150/PK
1906851	BANANA, REPK	1/10/LB
4637291	BANANA, RIPE	1/40/LB
1601351	BANANA, STAGE 2-2.5	1/40/LB
1927531	BERRY, BLUEBERRY	12/.5/PT
1928021	BERRY, RASPBERRY	12/.5/PT
4671011	BERRY, STRAWBERRY	8/1/LB
4671011	BERRY, STRAWBERRY	8/1/LB

2672421	BROCCOLI, CROWN ASIAN ICE FREE	1/20/LB
1906471	BROCCOLI, FLORET BITE-SIZE	4/3/LB
4780081	BROCCOLI, FLORET REG	4/3/LB
1933481	CABBAGE, RED SHRED	4/5/LB
4271881	CABBAGE, SHRD COLESLAW KIT	2/5/LB
1812851	CARROT, BABY ASSORT W-TOPS	1/24/PK
1803451	CARROT, BABY CARROTEENIE PLD	100/2/OZ
4780811	CARROT, BABY PETITE PLD IW	200/1.6/OZ
3943411	CARROT, BABY PLD RAINBOW ORGANIC	4/5/LB
0734871	CARROT, BABY WHL PLD 2/5/LB	2/5/LB
1955681	CARROT, DICED 3/8"	4/5/LB
1031351	CARROT, JMBO #1	1/25/LB
0734751	CARROT, JULIENNE MATCHSTICK 1/8"	2/5/LB
0736751	CARROT, SHRED 1/16"	2/5/LB
0734981	CARROT, STICK 4X7/16" STACK PK	2/5/LB
4117001	CAULIFLOWER, CELLO	1/12/PK
1906761	CAULIFLOWER, FLORET	2/3/LB
1950611	CAULIFLOWER, FLORET BITE SZ	2/3/LB
1741221	CELERY, DICED 1/4"	2/5/LB
4667221	CELERY, JMBO	1/40/LB
4667551	CELERY, MED	1/40/LB
1933581	CELERY, MED MINI 6PK	1/6/PK

3433261	CELERY, ORGANIC	1/30/PK
2833481	CELERY, STICK 4" SNACK PACK	150/1.6/OZ
4783881	CELERY, STICK 4"X.25"X1.25"	4/5/LB
1926801	CILANTRO, CELLO CLEANED	4/1/LB
4670501	CUCUMBER, 24CT	1/24/PK
3743791	CUCUMBER, MINI PK	1/5/LB
4725691	CUCUMBER, SELECT BUSHEL	1/45/LB
4725691	CUCUMBER, SELECT BUSHEL	1/45/LB
4520071	CUCUMBER, SLI 1/4" SK ON TRAY	2/5/LB
1353841	FIGS, BLACK FRSH	1/2/LB
1782121	FRUIT, MIXED FRSH	2/8/LB
2520631	GARLIC, CHPD WATER PK NATRL	6/32/OZ
2916681	GARLIC, DEHYD MINCED	1/5/LB
4532511	GRAPE, GRN SDLS	1/19/LB
3013471	GRAPE, RED GRAPE ESCAPE IND PKG	64/2.25/OZ
1977151	GRAPE, RED SDLS	1/5/LB
3135711	GUACAMOLE, AVOCADO TOMATO ONION	12/1/LB
2708571	HERB, ARUGULA WILD	2/2/LB
1933651	JICAMA,	1/20/LB
1612201	JUICE, ORANGE FRSH LIGHTLY PSTRZD	4/1/GL
1933661	KALE, GRN ICE FREE	1/24/PK

1929211	KIWI, 33-39 CT	1/1/EA
3592141	LEMON, CHOICE 140CT	1/140/PK
4725231	LEMON, FANCY 165CT	1/40/LB
1277061	LEMON, SWEET MEYER	1/10/LB
2338731	LETTUCE, AMERICAN BLEND	4/5/LB
4647131	LETTUCE, DELI LEAF	2/5/LB
3958291	LETTUCE, GREEN LEAF PREMIUM	1/24/PK
2608391	LETTUCE, HEARTS & HEARTS BLEND	4/2/LB
3243271	LETTUCE, HERITAGE BLND	4/3/LB
3978341	LETTUCE, ICEBERG PREMIUM	1/24/PK
1435031	LETTUCE, ICEBERG PRE-MIX SALAD	4/5/LB
1906801	LETTUCE, ICEBERG ROMAINE 80/20	4/5/LB
1907621	LETTUCE, ICEBERG SHRD 1/8"	4/5/LB
4674491	LETTUCE, ICEBERG TRMD MINI PK	1/6/PK
3645151	LETTUCE, LEAF BETTER BURGER	2/5/LB
1434791	LETTUCE, ROMAINE CHPD	6/2/LB
4744821	LETTUCE, ROMAINE HALF PK	1/12/PK
3958301	LETTUCE, ROMAINE PREMIUM	1/24/PK
1370781	LETTUCE, ROMAINE RIBBONS	6/2/LB
1719651	LETTUCE, SPRING MIX GREENS BULK	4/3/LB
1931001	MELON, CANTALOUPE 9-12	1/9-12/CT
3536141	MELON, CANTALOUPE 3CT	1/3/PK
1931001	MELON, CANTALOUPE 9-12	1/9-12/CT

1931001	MELON, CANTALOUPE 9-12	1/9-12/CT
1968541	MELON, CANTALOUPE CHNK	2/8/LB
1903881	MELON, HONEYDEW 5-8CT	1/6/PK
1903881	MELON, HONEYDEW 5-8CT	1/6/PK
1968531	MELON, HONEYDEW CHNKS	2/8/LB
4716151	MELON, WATERMELON SDLS 3PK	1/3/PK
3750471	MUSHROOM, SPECIALTY VRTY 6CT	1/6/PK
1933691	MUSHROOM, BUTTON WHT	1/10/LB
1907601	MUSHROOM, MED WHT	1/10/LB
1155291	MUSHROOM, PORTABELLA CAP 4.5"	1/3/LB
3309051	MUSHROOM, PORTABELLA CAP 5"	1/10/PK
2416321	NECTARINE, 56-64CT	1/56/PK
1929751	ONION, GRN CLEANED ICELESS	4/2/LB
1444651	ONION, RED DICED 1/4"	2/5/LB
4761771	ONION, RED MINI PK	1/10/LB
1979561	ONION, WHT JMBO MINI PK	1/50/LB
4680741	ONION, WHT JMBO MINI PK	1/10LB/PK
4708551	ONION, YLW COLOSSAL BAG	1/50/LB
1924061	ONION, YLW DICED 1/4"	4/5/LB
4708541	ONION, YLW JMBO #2 BAG	1/50/LB
4761781	ONION, YLW MINI PK	1/10/LB

4708571	ONION, YLW MEDIUM CARTON	1/50/LB
4761781	ONION, YLW MINI PK	1/10/LB
2977651	ORANGE, BLOOD	1/18/LB
4144151	ORANGE, CARA CARA	1/20/LB
4124461	ORANGE, CHOICE 113CT	1/40/LB
3592171	ORANGE, CHOICE 138CT	1/138/PK
1535531	ORANGE, CLEMENTINE	1/22/LB
4725561	ORANGE, FANCY 113CT	1/40/LB
4729421	ORANGE, FANCY MINI PK	1/10/LB
2525951	ORANGE, SMILES	50/4.7/OZ
4725561	ORANGE, FANCY 113CT	1/40/LB
2183601	PEACH, 56-72CT 2 LAYER	1/20/LB
1878311	PEAR, RED BARTLETT WFCY 50-60 CT	1/22/LB
4654681	PEAR, SECKEL	1/18/LB
4896481	PEAR, GREEN US #1	1/135/PK
3609201	PEPPER, BELL GOLD CHOP	1/25/LB
4682491	PEPPER, BELL GOLD MINI PK	1/5/LB
4728841	PEPPER, BELL GRN CHOICE	1/25/LB
4739601	PEPPER, BELL GRN CHOICE	1/25/LB
4683141	PEPPER, BELL GRN MINI PK	1/5/LB
3744041	PEPPER, BELL RED CHOPPER	1/25/LB
4683971	PEPPER, BELL RED MINI PK	1/5/LB

2841831	PEPPER, BELL TRI COLOR RAINBOW	1/15/LB
4684131	PEPPER, JALAPENO	1/10/LB
2337751	PEPPER, JALAPENO #2 BULK	1/35/LB
1076051	PINEAPPLE, 5-6 CT GLDN LG XSWT	1/25/LB
1076051	PINEAPPLE, 5-6 CT GLDN LG XSWT	1/25/LB
1620351	PINEAPPLE, CHNK	2/8/LB
4335471	PINEAPPLE, SPEARS IW	100/2.7/OZ
4655421	PLUM, PURPLE OR BLACK	1/20/LB
4706921	POTATO, RUSSET 90CT	1/50/LB
2700781	POTATO, DICED 5/8" STHRN STYL PLD	2/10/LB
2700781	POTATO, DICED 5/8" STHRN STYL PLD	2/10/LB
1362101	POTATO, SWT OKINAWAN PURPLE	1/10/LB
4452491	POTATO, RED #2 SIZE A	1/50/LB
4452491	POTATO, RED #2 SIZE A	1/50/LB
		1/50/LB
4706921	POTATO, RUSSET 90CT	
4713341	POTATO, SWT #1	1/40/LB
1273811	POTATO, YAM JMBO	1/40/LB
2817091	RADISH, CLEANED TRMD	1/5/LB
4474791	SALAD, CASCADE BLND	6/2/LB
4688651	SALAD, ROMAINE BLND SSRV	50/2.6/OZ
3553741	SLAW, SUPER	3/2/LB
4795311	SNACK PACK, GRAPE TOMATO	50/2.65/OZ

2979641	SPINACH, BABY	2/2/LB
2287201	SPINACH, TRIPLE CLN	4/2.5/LB
2287201	SPINACH, TRIPLE CLN	4/2.5/LB
1781281	SQUASH, YLW FANCY MINI PACK	1/5/LB
1324311	SQUASH, YLW MED	1/20-26/LB
4696351	SQUASH, ZUCCHINI JMBO	1/35-40#
4725721	SQUASH, ZUCCHINI MED	1/20/LB
4671011	BERRY, STRAWBERRY	8/1/LB
4671011	BERRY, STRAWBERRY	8/1/LB
1929681	TOMATO, 5X5 VINE RIPE 2 LAYER	1/50/EA
4699321	TOMATO, 5X6 1 LAYER	1/10/LB
1907631	TOMATO, 5X6 2-LAYER	1/60/PK
1907631	TOMATO, 5X6 2-LAYER	1/60/PK
1385521	TOMATO, CAFE BULK #2	1/25/LB
2689391	TOMATO, CHERRY	12/1/QT
2043241	TOMATO, GRAPE RED	1/5/LB
2836481	TOMATO, GRAPE RED BULK	1/20/LB
1733311	TOMATO, GRAPE RED CLAMSHELL	12/12/OZ
1747391	TOMATO, ROMA #2	1/25/LB

MONTHLY ITEMS

Item Num	Description	Pack
4876381	APPLE, SLI 2Z BAG	100/2/OZ
2944911	BACON, APPLWD SMKD LAYOUT SLI FZN	1/15/LB
3145261	BACON, CANDN STYL STICK WA	2/5/LBAV
4630091	BACON, CKD 300 SLI	2/150/PK
0693931	BACON, CKD SNDWCH MKR 300 SLI	3/100/PK
2548791	BACON, CKD XXX THICK PREM 200CT RTS	1/200/PK
3398901	BACON, CURED TRDTNL BLK LABEL	12/1/LB
3050981	BACON, ENDS & PCS DICED APPROX .5"	2/5/LB
2045451	BEEF, BARBACOA MEAT PREM FZN	4/5/LBAV
1925871	BEEF, BRISKET BNLS 9UP SEL	5/14/LBAV
1838461	BEEF, BRISKET SMKD CKD SLI	2/7.5LBAV
0943421	BEEF, CHUCK ROLL NECK OFF NR	3/20/LBAV
3535251	BEEF, FLAT IRON STK 6Z CHO SA	32/6/OZAV
3993911	BEEF, FRITTER CNTRY FRY FC F&F	54/3/OZ
4270111	BEEF, GRND BULK 81/19 CHUB	12/5/LBAV
4270111	BEEF, GRND BULK 81/19 CHUB	12/5/LBAV
4403641	BEEF, GRND PTY 10Z 80/20 ANGUS CHO GRMT	20/10/OZ
1985441	BEEF, GRND PTY 3X1 80/20 RND FZN	36/5.33/OZ

3312761	BEEF, GRND PTY 4X1 80/20 RND	48/4/OZ
0600611	BEEF, GRND PTY 5X1 80/20 RND	60/3.2/OZ
1959331	BEEF, GRND PTY 6X1 80/20 RND FZN	72/2.66/OZ
4219441	BEEF, INSIDE RND XT ANGUS CHO	3/23.7/LB
4478231	BEEF, PHILLY STK FLAT MED MARNTD	40/4/OZ
3999281	BEEF, PTY FLBRLD SEASN CKD	50/3.2/OZ
2215581	BEEF, ROAST TOP RND CAP OFF SLI .66Z CKD	4/2.5/LB
2817821	BEEF, SHREDDED CKD FZN	4/5LB/AV
1673591	BEEF, SIRLOIN TIPS 1" CUBED FZN	1/10/LBAV
4010981	BEEF, STEW MEAT 3/4" FZN	2/5/LB
2823231	BEEF, STEW MEAT DICED 1/2" CHO FZN	2/5/LB
2215461	BEEF, TOP RND SPLIT MED CKD	2/8/LBAV
2729101	BUTTER BLEND, SOLID EURO STYL ZTF	36/1/LB
3318851	BUTTER, CONT SLTD 59CT AA FOIL WRAP	4/3.4/LB
4697921	BUTTER, CUP WHIP SPREAD	900/5/GM
1930471	BUTTER, SOLID SLTD AA GLUTEN FREE	30/1/LB
1930551	BUTTER, SOLID UNSLTD AA	30/1/LB
1930411	BUTTER, WHPD CUP SLTD 90CT AA GLUTEN FRE	720/5/GM
1930601	BUTTER, WHPD TUB SLTD AA GF	2/5/LB
4863561	CHEESE, PEPR JACK RED & JALP 120 SLICES	4/5/LB

2220891	CHEESE, AMER SLI 120CT	4/5/LB
4441161	CHEESE, BLND 5-CHSE SHRD FTNR	4/5/LB
2231751	CHEESE, CHDR JACK SHRD FCY WI	4/5/LB
3299631	CHEESE, CHDR JACK YLW MILD SHRD FTNR	4/5/LB
3299631	CHEESE, CHDR JACK YLW MILD SHRD FTNR	4/5/LB
2837021	CHEESE, CHDR MILD 3/4" CUBE	2/5/LB
4470751	CHEESE, CHDR SHRP NATRL SLI .7	6/1.5/LB
2231591	CHEESE, COLBY LONGHORN WI	1/13LB/AV
3574471	CHEESE, CREAM LOAF RBST FREE	10/3/LB
4709771	CHEESE, FETA CRMBL 5LB	2/5/LB
3485541	CHEESE, GOAT LOG	6/10.5/OZ
2231751	CHEESE, CHDR JACK SHRD FCY WI	4/5/LB
3273391	CHEESE, MONTJACK SHRD FCY	4/5/LB
4475791	CHEESE, MOZZ PROV BLND SHRD	4/5/LB
4441101	CHEESE, MOZZ PROV BLND SHRD FTNR WI	4/5/LB
2679781	CHEESE, MOZZ SHRD FTNR LMPS	4/5/LB
2679791	CHEESE, MOZZ SHRD FTNR LMWHLMLK	4/5/LB
3311541	CHEESE, MOZZ STRING IW	168/1/OZ

3238861	CHEESE, PARM GRTD	2/5/LB
2127363	CHEESE, PARM SHRD	1/2/LB
4863561	CHEESE, PEPR JACK RED & JALP 120 SLICES	4/5/LB
4470811	CHEESE, PROV NATRL SLI .75Z	4/2.5/LB
2220931	CHEESE, SWISS AMER SLI 160	4/5/LB
3231421	CHEESE, VEGAN MOZZ STYL SHRD	3/5/LB
2097041	CHICKEN, 8PC BRD CNTRY KRSP HNY CKD	1/26/LB
3955731	CHICKEN, BRST 4Z B&S CKD FIRE BRAISED	2/5.6/LBAV
1340101	CHICKEN, BRST DBL LOBE B&S RNDM NATRL	1/40/LB
1825241	CHICKEN, BRST BRD ITAL STYL CKD	34/4.7/OZ
3381811	CHICKEN, BRST STRIP BRD GLUTEN FREE	2/5/LB
4780411	CHICKEN, DICED 1/2" NATRL PROPORTION FC	1/10/LB
4780411	CHICKEN, DICED 1/2" NATRL PROPORTION FC	1/10/LB
3202391	CHICKEN, FAJITA 3" LG RANDOM	1/10/LBAV
3984071	CHICKEN, RMDM JMBO SANDERSON FZN	1/40/LBAV
4099451	COD, LOIN 4Z B&S 2X FZN NATRL	1/10/LB
4811601	COFFEE, GRND REMINISCING 2Z	60/2/OZ
3989231	COFFEE, DECAF SSRV CUP	1/96/PK
3989211	COFFEE, FRENCH ROAST SSRV CUP	1/96/PK
4811831	COFFEE, WB CAREFREE HWY 5LB	2/5/LB
4053971	COFFEE, BRKFAST BLND SSRV CUP	1/96/PK
4811831	COFFEE, WB CAREFREE HWY 5LB	2/5/LB
4206021	COFFEE, COLD BREW EXTRACT BLK PREM CONC	12/15/OZ
4811601	COFFEE, GRND REMINISCING 2Z	60/2/OZ
3989211	COFFEE, FRENCH ROAST SSRV CUP	1/96/PK

4022391	COFFEE, GRND BULK 44Z	6/44/OZ
1951401	COTTAGE CHEESE, LF 2% PLS TUB	2/5/LB
1951391	COTTAGE CHEESE, ORIG 5LB PLS TUB	2/5/LB
3098711	CREAMER, COFFEE ND PWDR PC	2000/2/GM
3234731	CREAMER, FF HALF & HALF ESL	6/32/OZ
1614791	CREAMER, HALF & HALF UHT SHELF STABLE	400/.38/OZ
2876111	EGG, CKD HARD PLD PREM SEL	1/20/LB
3193561	EGG, FRESH LG AA LOOSE 1/2 CS	1/15/DZ
3939871	EGG, FRESH LG BRN LOOSE ORGANIC	1/15/DZ
1030281	EGG, FRESH MED AA LOOSE 1/2 CS	1/15/DZ
4831591	FLOUR, AP BLEACHED 50LB	1/50/LB
4831591	FLOUR, AP BLEACHED 50LB	1/50/LB
2954821	FLOUR, AP H&R	1/50/LB
4154291	FLOUR, ULTRAGRAIN HARD WHITE WHL WHEAT	1/50/LB
1957801	FRANKS, TURKEY 5" 8X1 CN	2/5/LB
2763971	HAM, BLK FRST	2/7LB/AV
4426801	HAM, BUFFET BNLS FLAT 35% H&W	2/11.5/LBA
3094221	HAM, COB SMKD OLD TYME WA	2/15/LBAV
2215631	HAM, HNY CURE WA SLI .66Z CKD FRSH	4/2.5/LB
2599611	HAM, SLI BREAD RDY	6/2/LB
2324091	HAM, SMKD BNLS PIT STYL WA	2/15/LBAV

1906081	HAM, SMKD H&W 2/8-10LB MENU MASTER	2/8/LBAV
2599611	HAM, SLI BREAD RDY	6/2/LB
2502201	HAM, SPIRAL SLI BI HALF	2/8/LBAV
1613601	ICE CREAM CUP, CHOC	24/3/OZ
1606261	ICE CREAM CUP, CHOC SUNDAE	24/4/OZ
1613591	ICE CREAM CUP, STRAWBRY	24/3/OZ
1613591	ICE CREAM CUP, STRAWBRY	24/3/OZ
1606241	ICE CREAM CUP, VANILLA	24/4/OZ
1951031	ICE CREAM SANDWICH, VANILLA 4Z	1/24/PK
1921551	MARGARINE, CUP 5 GM	900/5/GM
4172651	MARGARINE, SOLID ZTF	30/1/LB
4421261	MARGARINE, SPREAD CLASC 10GM	1/304/PK
0098521	MILK, 1% LF	70/8/OZ
0098521	MILK, 1% LF	70/8/OZ
1956161	MILK, 2% RF	70/8/OZ
0068171	MILK, CHOC 1% LF	70/8/OZ

2400001	MILK, CHOC FF	70/8/OZ
4841001	MILK, FF LACTOSE FREE ULTRA PSTRZD	12/8/OZ
3092041	MILK, STRAWBRY FF	70/8/OZ
1956181	MILK, WHL	70/8/OZ
1951201	MILK, WHL	6/1/gl
1950621	OIL, CANOLA CLR FRY ZTF	1/35/LB
4615663	OIL, CANOLA XVRGN OLV BLND 75/25	1/1/GL
4293841	OIL, LIQ BTR ALT SEASN ZTF	3/1/GL
3209611	OIL, OLIVE 25% XVRGN 75% CANOLA	6/1/GL
4386151	OIL, SALAD CANOLA CLR LIQ ZTF	3/1/GL
2020901	OIL, SALAD CANOLA CLR TFF	1/35/LB
9595511	OIL, SOYBEAN CLR SALAD ZTF	1/35/LB
2909911	PEPPERONI, SLI 16 PER OZ	1/10/LB
0338371	POLLOCK, BRD OVEN RDY FLT 3-4Z	1/10/LB
2024421	PORK, BUTT BNLS 8LB AVG	4/2/PC
3176691	PORK, CARNITAS PULLED SEASN FC FZN	2/5/LBAV
2599751	PORK, CHOP CC BI	40/4/OZ
1984321	PORK, CUSHION MEAT 5LB AVG COV	12/5/LBAV
4017771	PORK, CUSHION MEAT DICED 3/4"X3/4" CUBE	4/5/LBAV
2169501	PORK, DICED 1" CUBE FZN	2/5/LB

4188701	PORK, LINK HATCH CHILE 1.5Z FC	1/10/LB
3176701	PORK, PULLED FC W-BBQ SCE	2/5/LB
3176711	PORK, PULLED SMKD FC	2/5/LB
4831401	PORK, RACK 10 RIB CHINE OFF 1/4" TRIM GC	4/7.3/LBAV
3181041	SAUSAGE, ROLL PORK BRKFST	8/3/LB
2626831	SALMON, 4Z CKD GRILL MARKS	1/10/LB
1801951	SALMON, TRIM	1/10/LBAV
0671161	SAUSAGE, ANDOUILLE ROPE	2/5/LB
4433541	SAUSAGE, BULK ROLL RAW	2/6/LB
4697711	SAUSAGE, CHORIZO LINK	16/8/OZ
8622841	SAUSAGE, LINK CKD 1Z SKNLS	1/10/LB
2486511	SAUSAGE, PORK CRMBL FC	2/5/LB
3518951	SAUSAGE, PORK PTY MORNING 2Z	96/2/OZ
4433671	SAUSAGE, PTY CKD 2Z	1/10/LB
3181041	SAUSAGE, ROLL PORK BRKFST	8/3/LB
3178011	SAUSAGE, TURKEY PTY FC 1.5Z	1/10/LB
4443861	SHRIMP, P&D T-OFF 16-20 WHT IQF	5/2/LB
1926561	SOUR CREAM, EXTRA HOLD	2/5/LB
4186341	SOUR CREAM, TETRA PK 1Z	100/1/OZ
2441651	SUGAR, BEET GRANLTD FINE	1/50/LB
2611611	SUGAR, BROWN DRK	12/2/LB
2617531	SUGAR, BROWN LT	1/25/LB
2729191	SUGAR, GRANLTD CANE	1/25/LB
2728811	SUGAR, PWDRED 10X	24/1/LB

3551911	TURKEY, BRST APPLWD SMKD NATRL	2/7/LBAV
3488411	TURKEY, BRST HKRY SMKD SKNLS NAE	2/10/LBAV
2306651	TURKEY, BRST OIL RSTD NAE	2/6/LBAV
3212321	TURKEY, BRST SMKD SLI .67Z	6/2/LB
2306501	TURKEY, ROAST RAW WHT DARK NAE	2/10LB/AV
2599881	TURKEY, SLI BREAD RDY	6/2/LB
429111	TURKEY, WHL TOM 20-24LB	2/22/LBAV