

SHAMROCK FOODS COMPANY

The following represents a brief summary of the contract's terms and conditions, including but not limited to the identified contractor's enhancements.

SUPPLIES OR SERVICES AND PRICES

- **ITEMS:** Total Food and Beverage Support for DOD and non-DOD customers, Not included in this contract: Fresh Fruit and Vegetables, Fresh Milk and Fresh Bread and Bakery Products and "branded" Bag in Box Soda.
- **DELIVERY:** Delivery shall occur no more than 48 hours after order placement
- **CONTRACT TERM:** One (1) year Base Term with Four (4) One year options: Base Term: July 16, 2001 through July 14, 2002
- **CONTRACT TYPE:** Indefinite Quantity Contract – Firm Fixed Price

This contract contains a guaranteed minimum of 25% of the estimated dollar value. The estimated dollar value of the base term of the contract is \$4,135,000.00 million. The maximum ceiling will be 125% of the estimated dollar value. In the event of emergency and/or mobilization, the government reserves the right to unilaterally execute an alternate maximum ceiling of 150% of the estimated dollar value.

To the extent that customers do not meet their estimated dollar purchases, the Contracting Officer reserves the right to add more than 25% of additional business equivalent to the percentage of unused business.

- **PRICING: Firm Fixed Price**

All pricing will be firm at time of order.

All Unit Prices shall be formulated in accordance with Clause 52.212-4(t).

The Unit Price is calculated by adding the "Delivered Price" and the "Distribution Price".

Delivered Prices will be updated weekly and will be effective from Monday through Sunday.

Unit Prices may not extend beyond two (2) places after the decimal point.

If the government determines to invoke the options, the distribution prices will remain unchanged in accordance with Shamrock Foods Company's offer.

DISTRIBUTION PRICE – The Distribution Price will remain unchanged for all categories of food during the base year and option years.

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The following services offered by Shamrock Foods Company exceed solicitation requirements and are incorporated into the contract:

- Customers are notified (the same day of the order) regarding non-availability of products and potential substitutions.
- Same day delivery for an emergency orders, Shamrock will respond within four (4) hours. There will be no additional charge for an emergency order.
- Participation in Food Shows and Technical Menu Assistance designed to educate the customer on Cost Efficiencies, Menu Planning, Employee Training, Product Vitalization, Sanitation, Purchase Enhancement, Inventory Control and Food Trending.
- Acceptance of add-ons and cancellations prior to delivery at no additional charge. Add-ons and cancellations will be accepted by fax, phone, or email.
- No increase in the distribution fee during the four (4) option years.
- Rebates/Discounts: Shamrock Foods will track all Special Pricing / Discounts / Allowances that are to be credited to DSCP. Customer will receive manufacturer rebates and Food Show discounts via STORES catalog price and invoice price.

DESCRIPTION/SPECIFICATIONS

- **ORDERING SYSTEM:**

The government's electronic ordering system, STORES, will be utilized by the customers.

- **PLACEMENT OF ORDERS:**

The first order of this contract will take place July 16, 2001.

Orders will be placed with the prime vendor via STORES so that delivery can be made to accommodate a skip day delivery cycle.

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• CUTOFF TIME:

Orders should be placed prior to 2:00 P.M., two (2) days prior to the required delivery date. Example: Orders placed by 2:00 P.M. on Monday will be delivered by Wednesday. This time is subject to change based on mutual consent between the customer and the prime vendor.

PACKAGING, MARKING AND LABELING

- All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- Semiperishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- All meats, poultry, and seafood will be vacuumed packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.
- All fresh poultry items will be packed in ice packed cartons or gasflush cartons.
- All fresh seafood items will be in ice packed cartons.
- Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting.
- Standard commercial precautionary markings such as "Keep Frozen", "Keep Refrigerated", etc. shall be used on all cases when appropriate to ensure that the carrier and the receiving activity properly handle and store items.
- To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semiperishable, shelf stable items, open dating is preferred. But code dating is acceptable. For items other than semiperishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar markings.

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- Products for individual customers/dining facilities shall be segregated.

INSPECTION AND ACCEPTANCE

- Inspection and acceptance of products will be performed at destination. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered.
- Inspection is limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military veterinary inspector, dining facility manager, or the food service advisor.
- All deliveries are subject to military veterinary inspection including inspection of delivery vehicles for cleanliness and condition.
- Three (3) copies of the delivery ticket/invoice must accompany each shipment. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the receiving official and truck driver. The delivery ticket/invoice shall be annotated to reflect the items that were rejected by adjusting the quantity and dollar value. The total dollar value of the invoice must also be adjusted.
- Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document.

DELIVERIES AND PERFORMANCE

- FOB TERMS: FOB Destination
- The following is designated as the plant location for the performance of this contract:

Shamrock Foods Company
5199 Ivy
Commerce City, CO 80022
- The shipping point designated for performance of this contract is the same as the plant location identified above.
- Deliveries shall normally be made 48 hours after the order is placed with the prime vendor, or at a later date, as specified by the customer.

DELIVERY SCHEDULE: (see pages 32 – 35 of solicitation document)

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CONTRACT ADMINISTRATION DATA

ADMINISTRATION:

- Administration of the contract will be performed by DSCP Philadelphia. The customer will perform administration of the delivery orders.
- The Small Business and Small Disadvantaged Business Subcontracting Plan submitted by Shamrock Foods Company is accepted. The plan is incorporated into this contract. DCMC Denver is assigned all administrative duties associated with the Small Business and Small Disadvantaged Business Subcontracting Plan as provided under Clause 52.219-9 "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan".
 - Socioeconomic Considerations: Shamrock Food's goal for subcontracting to Small Business – 30% , to Small Disadvantaged Business – 5%, to Women Owned Small Business –5%, and to HUB Zone Small Business – 1%.

The approved subcontracting plan is listed in attachment 1.

INVOICING:

- Each shipment shall be accompanied by three (3) copies of the invoice (an original plus two (2) copies). The receiving official should retain a copy of the invoice at the customer's location. The original invoice shall be returned to the prime vendor.
- The contractor must submit two (2) copies of the invoice, the original signed invoice and a copy to the Defense Finance and Account Service (DFAS) in Columbus, Ohio for payment. The address is noted on Page 1, Block 18a, of the contract.
- The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

DFAS-Columbus Center
Attn: DFAS-CO-SEP
P. O. Box 182317
Columbus, OH 43218

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• Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

1. Contract Number, Call or Delivery Order Number, and Purchase Order Number.
2. DODAAC
3. Contract line listed in numerical sequence;
4. Item nomenclature;
5. Clearly identified and annotated changes on all copies; and
6. Total dollar value on each invoice (reflecting changes to the shipment, if applicable)