

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PAGE 1 OF 23
 2. CONTRACT NO. SPM300-04-D-3109
 3. AWARD EFFECTIVE DATE: Sept. 30, 2004
 4. ORDER NUMBER: 5. SOLICITATION NUMBER: SPO300-04-R-4012
 6. SOLICITATION ISSUE DATE: 04/05/2004

7. FOR SOLICITATION INFORMATION CALL: 8. OFFER DUE DATE/ LOCAL TIME: 05/20/2004 3:00 pm
 a. NAME: Donna Taylor-Johnson, DSCP-HFVW
 4. TELEPHONE NUMBER (No collect calls): (215) 737-7907

9. ISSUED BY: CODE: SPM300
 DEFENSE SUPPLY CENTER PHILADELPHIA
 DIRECTORATE OF SUBSISTENCE, BLDG. 6
 700 ROBBINS AVENUE
 PHILADELPHIA, PA 19111-5092
 10. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE:
 SMALL BUSINESS
 SMALL DISADV. BUSINESS
 8(a)
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 12. DISCOUNT TERMS:
 13b. RATING:
 14. THIS ACQUISITION IS:
 RPO IFB RFP

15. DELIVER TO: CODE:
 SEE PAGES
 16. ADMINISTERED BY: CODE:
 SAME AS BLOCK 9

17a. CONTRACTOR/ OFFEROR: CODE: 08YW2 FACILITY CODE:
 SHAMROCK FOODS COMPANY
 2540 NORTH 29TH AVENUE
 PHOENIX, AZ 85009
 TELEPHONE NO. (602) 233-6437
 18a. PAYMENT WILL BE MADE BY: CODE:
 DFAS COLUMBUS CENTER
 ATTN: DFAS-CO-BVD (SL4701)
 P.O. BOX 369031
 COLUMBUS, OH 43218

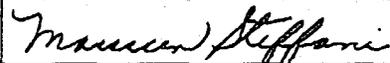
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED:
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Full Line Food Distribution - See "Schedule of Items"				
	Delivery Points: MCAS Yuma; Davis-Monthan AFB;				
	Luke AFB; Fort Huachuca; 161 Air Services Flight;				
	162 FW/SVF Tucson; Phoenix JCC; Fred Acosta JCC;				
	U.S. Army Reserve, Tucson				

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: 26. TOTAL AWARD AMOUNT (for Conf. Use Only):
 ESTIMATED 20% MINIMUM \$ 900,000.00
 \$4,500,000.00 (BASE YEAR)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-9 AND 52.212-8 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPIES 29. AWARD OF CONTRACT: REFERENCE SPO300-04-R-4012 OFFER
 TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE RATED 5/20/04 & 8/20/04 OFFER ON SOLICITATION (BLOCK
 AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. UNRATED, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN. IS ACCEPTED AS TO ITEMS
and Amendments: 1 and 2

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 21a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER:
 

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT):
 DAN COX MAUREEN STEFFANI
 Vice President & General Manager 9/30/04

32a. QUANTITY IN COLUMN 21 HAS BEEN: 33. SHIP NUMBER: PARTIAL FINAL
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED 34. VOUCHER NUMBER:
35. AMOUNT VERIFIED CORRECT FOR:

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE: 36. PAYMENT: COMPLETE PARTIAL FINAL
37. CHECK NUMBER:

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER: 41c. DATE SIGNED:
38. S/R ACCOUNT NUMBER: 39. S/R VOUCHER NUMBER:
40. PAID BY:
 42a. RECEIVED BY (Print):
 42b. RECEIVED AT (Location):
 42c. DATE REC'D (MM/DD/YY):

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The following amendments are hereby incorporated as part of this contract:

- Amendment 0001 dated 4/23/04
- Amendment 0002 dated 4/30/04

The following documents form the vendor's offer and are hereby incorporated into this contract:

The technical and business proposals dated 5/20/04. All elements of the Technical and Business Proposals which exceeded the government's requirements, are hereby incorporated into this contract

Proposal revisions dated 8/4/04-----

Final Proposal revisions dated 8/12/04----- . .

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. However, the Government reserves the right to add these items and other non-food items in the future.
- **DELIVERY:** Delivery shall occur no more than 48 hours after order placement – "Skip Day", or an alternative delivery period as specified by the customer.
- **PROPOSED FILL RATE:** 99.4% Without Substitutions
- **CONTRACT TERM:** One (1) year Base Term with Four (4) One year options: Base Term: November 20, 2004 through one year thereafter.
- **CONTRACT TYPE:** Indefinite Quantity Contract – Firm Fixed Price

This contract contains a guaranteed minimum of 20% of the estimated dollar value. The estimated dollar value of the base term of the contract is \$4.5 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.

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To the extent that customers do not meet the 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 provided that delivery is requested within the timeframe of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date, or time of receipt.

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.

If the government determines to invoke the options, the distribution prices will update in accordance with Shamrock Foods' offer. The contract distribution prices remain fixed throughout the entire length of the contract.

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

- Proposed Fill Rate: 99.4% without substitutions.
- To ensure orders are filled accurately: When orders are received by the vendor, the customer service representative will verify orders, conversion factors, transactions to warehouse and call the customer with issues within 2 hours from time of receipt of order.
- The following services will be provided:
 - Access to Certified Chef to assist customers in menu planning and cost control.
 - Shamrock website which offers information from recipe ideas to market trend information.
 - Registered Dieticians that are available for nutritional analysis, assistance in menu development, seminars and workshops introducing new food products and new food preparation methods.
 - Test kitchen is available to evaluate procedures, taste test and communicate findings to customer, also available for use by customers upon request.

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- Participation in Annual Food Shows. Offeror will pass all food show discounts and NAPA allowances negotiated by DSCP to the customers. These discounts will be implemented via a deviated unit price in STORES and reflected on the vendor's invoice.
- Offeror will work with any ordering activity that needs an item not in their current inventory. The timeline for adding new items is 30 days or less to include new items from new suppliers – 20 case minimum per month.
- Customer Discrepancy Resolution Process in place to identify and resolve issues. Customer service visits to the facilities will be conducted monthly at a minimum.
- Non-availability of stock - Customers will be contacted within a 2-hour timeframe from time of order receipt to discuss comparable substitutions. Customer will have final acceptance of this substitution. Alternate product substitutions will be cataloged for every critical item used by DSCP customers.
- **No charge** for breaking cases on all items in stock, as long as the product integrity is intact.
- Customer Service is available from 0700-1700 Monday thru Friday. Hours of Operation: 24 hrs. 6 days/week with limited deliveries on Saturday. A dedicated Customer service rep will handle day-to-day issues to include ordering issues, while the Government Sales Executive will perform the following: sales visits, provisions of all added services, attendance at monthly menu board meetings, assist in the resolution of any customer issues, review, monitor and resolve payment issues.
- Delivery Fleet – equipped with cell phones.
- Acceptance of add-ons and cancellations, within reason, on skip day at **no additional charge**. Changes to orders must be received by Shamrock by 12:00 Noon on the Skip day. Example: If orders are placed on Monday, all changes must be received by Shamrock by 12:00 Noon on Tuesday for delivery on Wednesday.
- Emergency Deliveries – (**No charge**). When received by 4:00 pm, emergency orders can be delivered same day, when deemed necessary.
- Code Manual will be provided to customers containing information on products, such as shelf life, instructions on reading code dates, optimum temps for storage, and best used-by-date.

SHAMROCK FOODS, PHOENIX, ARIZONA**DESCRIPTION/SPECIFICATIONS****• ORDERING SYSTEM:**

All customers on this contract will be utilizing STORES or STORES WEB for ordering and receipt purposes.

• PLACEMENT OF ORDERS:

The first order of this contract will take place on November 20, 2004. Orders will be placed with the prime vendor via STORES so that delivery can be made to accommodate a skip day delivery cycle.

• CUTOFF TIME:

Customer orders must be received by Shamrock Foods prior to 5:00 P.M., two (2) days prior to the required delivery date (Monday thru Friday) and 2:00pm on Saturday..

Example: Orders placed through STORES/STORES WEB by 5:00 P.M. on Monday will be delivered by Wednesday.

Changes to orders must be received by Shamrock by 12:00 Noon on the Skip day.

Example: If orders are placed on Monday, all changes must be received by Shamrock by 12:00 Noon on Tuesday for delivery on Wednesday.

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.

SHAMROCK FOODS, PHOENIX, ARIZONA

- 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 (items not requiring refrigeration, i.e., grocery type items), open dating is preferred, but code dating is acceptable. **CONTRACTORS THAT DO NOT USE OPEN CALENDAR DATING SHALL PROVIDE A PRODUCT CODE NUMBER KEY TO THE ACCOUNT MANAGER AND EACH CUSTOMER FACILITY ON OR BEFORE THE FIRST DELIVERY.** It is highly recommended that the prime vendor review this book on a quarterly basis.

Shelf stable products, such as UHT milk, must have readable, open code (calendar 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.

- Products for individual customers/dining facilities shall be palletized and segregated.
- Vendor will visit facilities prior to first delivery to determine specific delivery challenges and solutions, e.g. drop gates for off loading, truck size limitations, etc.

INSPECTION AND ACCEPTANCE

- Inspection and acceptance of products will be performed at destination. **The Inspection is normally 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/officer, or the DSCP Contracting officer.**
- All deliveries are subject to military veterinary inspection including inspection of delivery vehicles for cleanliness and condition.
- The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed

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prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product. No invoice may be submitted for payment until acceptance is verified.

- Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document.

SHAMROCK FOODS, PHOENIX, ARIZONA

DELIVERIES AND PERFORMANCEFOB TERMS: FOB DESTINATIONPlace of Performance:

Shamrock Foods
2540 North 29th Avenue
Phoenix, AZ 85009-1612

The Shipping Point designated for performance of this contract is the same as the plant location identified above.

Add-ons or cancellations to an existing order may be made up until 2:00 pm, the day prior to scheduled delivery.

Delivery Point/Name & Address/Special Delivery Instructions/POC's:H. Delivery Point/Name & Address/Special Delivery Instructions/POC's:

1. LUKE AFB, AZ

Listed below are the Points of Delivery:

a. BLDG. #545 RAY V. HENSMAN DINING HALL
14545 W. Mustang St.
Luke AFB, AZ 85309-1653
POC: Jean Miller / Ssgt. Corona
Phone: 623-856-6537/6396/6238

Deliveries between 0600 and 1200, Monday thru Friday, Loading Dock
Provided

b. BLDG. #954 FALCON INN FLIGHT KITCHEN
14442 W. Shooting Star
Luke AFB, AZ 85309-1875
POC: Tsgt Samuel Harvey
623-856-6420

Deliveries between 0700 and 1200, Monday thru Friday, No Loading Dock

Security Considerations: Base Pass required; must process thru Luke AFB

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Commissary for invoice stamp
Veterinary Inspection: Delivery Point
Surge/Mob Reqmts: 75% increased feeding once a month for reserves

c. BLDG.# 1118 LUKE AFB CHILD DEVELOPMENT CENTER
POC: Arlene Burdine
Phone: 623-856-2201
Deliveries between 0730 and 1030, Monday thru Friday, No Loading Dock

d. BLDG.# 1137 LUKE AFB YOUTH PROGRAMS
POC: Connie Reeves
Phone: 623-856-7471

Deliveries between 0730 and 1030, Monday thru Friday, No Loading Dock

e. BLDG.#7219 56TH MEDICAL GROUP HOSPITAL
7219 No. Litchfield Road
Luke AFB, AZ 85309
POC: SSGT. McCoy

Deliveries between 0900 and 1100, Monday thru Friday, Loading Dock Provided
Feeding Strength: 90 meals per month

SHAMROCK FOODS, PHOENIX, ARIZONA**2. DAVIS-MONTHAN AFB, TUCSON, AZ**

Listed below are the Points of Delivery:

a. BLDG# 4100 355 SVS/SVMF
 DESERT INN DINING FACILITY
 3665 S. Fifth St.
 Davis-Monthan AFB, AZ 85707
 POC: SSgt. Dale Potter
 Phone: 520-228-4282

Deliveries between 0800 thru 1200, Monday thru Friday, Loading Dock Provided
Feeding Strength: 30,000 meals per month

b. BLDG# 5428 355 SVS/SVMF
 Roadrunner Flight Kitchen
 3895 S. Phoenix St.
 Davis-Monthan AFB, AZ
 POC: Msgt. Carol Rogers
 Phone: 520-228-4096

Deliveries between 0800 thru 1200, Monday thru Friday, No Loading Dock
Feeding Strength: 10,000 meals per month

c. BLDG.#2614 355 SVS/SVMF
 Davis-Monthan CDC
 5335 E. Comanche
 Davis-Monthan AFB, AZ 85707
 POC: Joanna Nelson
 Phone: 520-228-4933

Deliveries between 0700 and 1000, Monday thru Friday, No Loading Dock

d. BLDG.#6000 355 SV/SVMF
 Davis-Monthan Youth Programs
 5915 E. Quijota Blvd.
 Davis-Monthan AFB, AZ 85707
 POC: Mike Russo
 Phone: 520-228-8465

Deliveries between 0700 and 1000, Monday thru Friday, No Loading Dock

SHAMROCK FOODS, PHOENIX, ARIZONA

e. BLDG.#2612 355 SV/SVMF
 Davis-Monthan CDC
 5305 E. Comanche Street
 Davis-Monthan AFB, AZ 85707
 POC: Jacqueline Chinn-Childs
 Phone: 520-228-6463/6892

Deliveries between 0700 and 1000, Monday thru Friday, No Loading Dock

Veterinary Inspection: Delivery Point

Processing Point for completed invoices: Delivery Point

3. FORT HUACHUCA, AZ

Listed below are Points of Delivery:

- a. BLDG.# 80503 Virginia Dining Facility
- b. BLDG.# 52107 Thunderbird Dining Facility
- c. BLDG.# 80504 Yardley Dining Facility

Deliveries between 0700 and 1000, Monday, Wednesday & Friday
 Alternate Days: Tuesday & Thursday
 POC: Joe Fierros / Skip Milton
 Phone: 520-533-3755

Veterinary Inspection: Delivery Point

Processing Point for completed invoices: Troop Issue Bldg. 30118, Clarkson St.

Feeding Strength: 685,000 meals per year

**AFTER ALL DELIVERIES ARE COMPLETED AT THIS BASE, DELIVERY
 TICKETS/INVOICES MUST BE DROPPED AT THE TISA**

4. 161 ARW SERVICES FLIGHT, PHOENIX, AZ

Listed below is the Point of Delivery:

BLDG.# 10
 3200 E. Old Tower Road
 Phoenix, AZ
 POC: MSgt Eric Webster
 Phone: 602-302-9005

Delivery is once per month preferably Wednesday between 0630 and 0930
 Alternate Delivery on Thursday

SHAMROCK FOODS, PHOENIX, ARIZONA**5. 162 FW/SERVICES FLIGHT, TUCSON, AZ**

Listed below is the Point of Delivery:

BLDG.#15
6620 S. Air Guard Way
Tucson, AZ 85706
POC: MSGT. Mike Soich/Sgt. Gene Preston
Phone: 520-295-6077

Delivery is once per month on the Wednesday prior to the first weekend of the month
between 0600 and 1100
Feeding Strength: 800 per meal

6. PHOENIX JOB CORPS CENTER

Listed below is the Point of Delivery:

518 So. Third Street
Phoenix, AZ 85004
POC: Sam Giorgiou
Phone: 602-322-2806

Deliveries: Mon, Wed and Fri between 0800 and 1030, Loading Dock Provided
Veterinary Inspection: Delivery Point
Feeding Strength: 250,000 meals
Special Considerations: Package weight not to exceed 100 lbs.

7. FRED G. ACOSTA JOB CORPS CENTER

901 So. Campbell Avenue
Tucson, AZ 85719
POC: Debbie Goll
Phone: 520-792-3015

Deliveries: Between 0800 and 1200, Monday thru Thursday, No Loading Dock

8. BUREAU OF IMMIGRATION & CUSTOMS ENFORCEMENT

3250 North Pinal Parkway Avenue
Florence, AZ 85232
POC: Andy Ramirez
Phone: 520-868-8360

Deliveries: Between 0700 and 1100, Monday & Thursday, Loading Dock
Provided

SHAMROCK FOODS, PHOENIX, ARIZONA**5. HOLIDAYS**

A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer.

New Year's Day	Labor Day
Martin Luther King, Jr's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Note: Saturday holidays are celebrated on the proceeding Friday; Sunday holidays are celebrated on the following Monday.

CONTRACT ADMINISTRATION DATA**ADMINISTRATION:**

- Administration of the contract will be performed by DSCP Philadelphia. The customer will perform administration of the delivery orders.

- Socioeconomic Considerations:

Shamrock's goal for subcontracting to Small Business – 30%, to Small Disadvantaged Business – 8%, to Women Owned Small Business – 5%, to HUB Zone Small Business – 3% and to Veteran-Owned Small Business – 3%, Hub Zone – 3% - SDV Veteran-Owned Small Business – 3%

The Approved subcontracting plan is listed in Attachment 1. Administration of this plan is hereby delegated to the DCMA in Phoenix, Arizona.

Signed Mentoring agreements are contained in the official contract file.

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.

SHAMROCK FOODS, PHOENIX, ARIZONA

- Invoices will be electronically transmitted to the Defense Finance and Account Service (DFAS) in Columbus, Ohio for payment via the appropriate EDI transaction set. No paper invoices shall be submitted to DFAS for payment. All invoices submitted by the Prime Vendor must be "CLEAN", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.

Invoice transactions may be submitted to DSCP daily; however it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines which do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission. The same invoice cannot be submitted with different dollar amounts.

- 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-BVD (SL4701)
P. O. Box 369031
Columbus, OH 43218

- 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. Customer DODAAC
3. Contract line listed in numerical sequence (CLIN order)
4. Item nomenclature
5. LSN/NSN/Material Number
6. Clearly identified and annotated changes on all copies (CLEAN INVOICES MUST BE SUBMITTED).
7. Quantity purchased per item in DSCP's Unit of Issue
8. Total dollar value on each invoice (reflecting changes to the shipment, if applicable)

Shamrock Foods Point of Contact for Payment Issues:

Ms. Patricia King
Telephone: 602-477-6822
Fax: 602-477-6707
Patricia_King@shamrockfoods.com

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DISTRIBUTION PRICES HAVE BEEN ELIMINATED FROM THIS DOCUMENT.

END OF PAGE --

**SMALL BUSINESS, SMALL DISAVANTAGED BUSINESS, WOMEN-OWNED
SMALL BUSINESS, HUBZONE SMALL BUSINESS,
VETERAN OWNED SMALL BUSINESS, SMALL
DISADVANTAGED VETERAN OWNED SMALL
BUSINESS.**

DATE: September 28, 2004

CONTRACTOR: Shamrock Food
ADDRESS: 2540 North 29th Avenue
Phoenix, AZ. 85009
Ph: 602-233-6437
John Ceraulo, Director of Sales
Cell: (602) 647-5786

SOLICITATION#: SP0300-04-R-4012

END ITEM/SERVICE: FULL LINE DISTRIBUTION

The following is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements set forth above:

1. (a) The following percentage goals (expressed in terms of a percentage of the total planned subcontracting (supplier) dollars) are applicable to the contract awarded under the solicitation cited. Goals will remain the same for each year of the contract.
 - (i) **Small Businesses (SB):** 30% of the total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns, subject however, to the limitations set forth in paragraph 1 (a) above.

YEARS	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Total Est. to be subcontracted	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000
SB Goal	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000

- (ii) **Small Disadvantaged Businesses (SDB): 8%** of the total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns identified as small disadvantaged business, subject, however to the limitation set forth in paragraph 1 (a) above.

YEARS Total Est. to be subcontracted SB Goal	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000
	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000

- (iii) **Women-Owned Small Businesses (WOSB): 5%** of the total planned subcontracting dollars under this contract will go to subcontractors who are small business owned and controlled by women, subject, however to the limitation set forth in paragraph 1(a) above.

YEARS Total Est. to be subcontracted SB Goal	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000
	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000

- (iv) **Veteran-Owned Small Business (VOSB): 3%** of the total planned subcontracting dollars under this contract will go to subcontractors who are small business owned and controlled by veterans, subject however to the limitation set forth in paragraph 1(a) above.

YEARS Total Est. to be subcontracted SB Goal	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000
	\$135,000	\$135,000	\$135,000	\$135,000	\$135,000

- (v) **HUB ZONE SMALL BUSINESS (HUBZ SB):** 3% of the total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns, subject however, to the limitations set forth in paragraph 1(a) above.

YEARS Total Est. to be subcontracted SB Goal	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000
	\$135,000	\$135,000	\$135,000	\$135,000	\$135,000

- (vi) **SMALL DISABLED VETERANS OWNED BUSINESS: (SDVOSB)** 3% of the total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns, subject however, to the limitations set forth in paragraph 1(a) above.

YEARS Total Est. to be subcontracted SB Goal	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000
	\$135,000	\$135,000	\$135,000	\$135,000	\$135,000

YEARS	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Small Business Goal)	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000
Small Disadvantaged Businesses	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000
Women-Owned Small Businesses	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000
Veteran Business	\$135,000	\$135,000	\$135,000	\$135,000	\$135,000
Small Disabled Veteran Owned Small Business: (SDVOSB)	\$135,000	\$135,000	\$135,000	\$135,000	\$135,000
HUB Zone	\$135,000	\$135,000	\$135,000	\$135,000	\$135,000
TOTAL:	\$2,205,000	\$2,205,000	\$2,205,000	\$2,205,000	\$2,205,000

(b) The following principal product categories will be subcontracted under this contract. For each product category listed below, we listed next to each product category the source availability from small business, small disadvantaged business, women-owned small business, Hub Zone Small Business Veteran Owned Small Business, Small Disabled Veteran Owned Small Business, JWOD Workshop, and large business:

- (vii) Frozen Meat Items: Large Business, Small Business, Small Disadvantaged Business and Women-owned Small Business.
- (viii) Frozen Fish Items: Large Business, Small Business, Small Disadvantaged Business and Women-owned Small Business.
- (ix) Frozen Fruit and Vegetables: Large Business, Small Business.
- (x) Produce: Large Business, Small Business
- (xi) Frozen Specialty Items: Large Business, Small Business, Small Disadvantaged Business, and Women-owned Small Business
- (xii) Canned Fruits, Vegetables, Cereals, and Specialty Items: Large Business, Small Business, and JWOD Workshop
- (xiii) Dry Goods, Food Service Products: Large Business, Small Business, Small Disadvantaged Business, Veteran Business and Women-owned Small Business
- (xiv) Services: Large Business, Small Business, Small Disadvantaged Business, and Women-owned Small Business, and JWOD Workshop

This only "subcontracting" available to the Contractor is the purchase by the Contractor of the products to be distributed to the facilities under this contract. Such purchases are made without any formal bidding procedures and, for the most part, without written agreements. The Contractor agrees to use reasonable, good faith efforts to meet the goals for subcontracting (from suppliers) set forth above through identifying, documenting, and utilizing small business concerns, small disadvantaged business concerns, and women-owned small business concerns to supply all types of products to be distributed by the Contractor to the Arizona Zone facilities. In large part, however, the vendors that the Contractor uses will be dictated by the ordering choices of the Arizona Zone region facilities.

- (c) The following method was used in developing our subcontracting goals: The goals above were established with respect to companies from which the Contractor will purchase products for sale to the Arizona Zone facilities because purchasing of the food service products is the only area available for subcontracting under this contract. Shamrock who purchases thousands of different products from various manufacturers those are

SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, VETERAN OWNED SMALL BUSINESS, SMALL DISABLED VETERAN OWNED SMALL BUSINESS. The Contractor has not yet identified the exact products that the Contractor may purchase from small business concerns, small disadvantaged business concerns, and/or small women-owned business concerns. The Contractor will use reasonable, good-faith efforts to meet the goals set forth above. Since we are unable at this time to identify the types and volume of the products to be purchased, a system, as outlined in this plan, has been developed to assist us in achieving our documentation and goal achievement.

Methods of Identifying Small Business Sources:

In the formulation of our goals a great deal of thought was given to how we might meet the aims proposed. We have contacted the National Small Business Administration and Shamrock will contact the National SBA office, and research Dynamic Small Business at web site (www.ccr.gov.) for a listing of small, small disadvantaged, and woman-owned small business firms who manufacture institutional food service products. We have also talked with brokers who represent manufacturers of small, small disadvantaged, and small woman-owned food service manufacturers.

Outreach efforts will be made as follows:

- (i) Contacts with minority and small business trade associations.
- (ii) Contacts with business development organizations.
- (iii) Attendance at small and minority or woman-owned business procurement conferences and trade fairs.

Our reports will depict the items purchased in descending order. These reports will inform us of the high volume items the facility is purchasing so that we might try to source SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, VETERAN OWNED SMALL BUSINESS, SMALL DISABLED VETERAN OWNED SMALL BUSINESS to supply those items to our company. The difficulty experienced is in sourcing small woman-owned and/or small disadvantaged firms that manufacture food service products that are competitive with large firms. This fact influenced our smaller goals for those two classifications.

We will initially try to utilize manufacturers which we believe are small, small and disadvantaged, or small woman-owned to provide the products

we believe the Arizona Zone Facilities will purchase; thereafter, we intend to use the attached sample sign-off form to determine the manufacturers size and will try to source small women-owned and small disadvantaged businesses for some of the higher volume items.

- (b) Our plan does not anticipate counting indirect costs as part of our small business goal.

2. The following individual will administer the subcontracting program:

Shamrock Food
 2540 North 29th Avenue
 Phoenix, AZ. 85009
 Ph: 602-233-6437
 John Ceraulo, Director of Sales
 Cell: (602) 647-5786

This individual's specific duties, as they relate to the Contractor's subcontracting program, are as follows:

General overall responsibility of SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, VETERAN OWNED SMALL BUSINESS, SMALL DISADVANTAGED VETERAN OWNED SMALL BUSINESS Subcontracting Plan and for monitoring performance relative to the contractual subcontracting requirements contained in this plan, including, but not limited to:

- (a) SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, VETERAN OWNED SMALL BUSINESS, SMALL DISABLED VETERAN OWNED SMALL BUSINESS concerns from which products may be purchased.
- (b) Developing business with small, small disadvantaged and woman-owned small business concerns for products or services which they are capable of providing.
- (c) Ensuring the establishment and maintenance of records of subcontract activity.
- (d) Attending or arranging for attendance of Company representatives at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.
- (e) Monitoring attainment of proposed goals.

- (f) Preparing and submitting periodic subcontracting reports required.
- (g) Coordinating Contractor's activities during any compliance reviews by federal agencies.
- (h) Coordinating Contractor's activities involving its small, small disadvantaged and woman-owned small business subcontracting program.

3. The following efforts will be taken to assure that small, small disadvantaged and small woman-owned business concerns will have an equitable opportunity to compete for subcontracts:

The following internal efforts will be made to guide and encourage Shamrock merchandisers:

- (a) The Contractor will mentor small, small woman-owned and small disadvantaged firms on how to do business by demonstrating how to pack, size, develop and ship the product required.
- (b) The Contractor will provide additional help to those subcontractors where required in assisting them in competing for available subcontracts.

4. The Contractor agrees that the clause entitled "Utilization of Small, Small Disadvantaged and Woman-Owned Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities and all subcontractors (except small business concerns) who receive subcontracts of \$500,000 or more will be required to adopt and comply with a subcontracting plan similar to this one.

5. The Contractor agrees to (i) cooperate in any studies or surveys as may be required (ii) submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan, (iii) submit SF294 and SF295 reports twice yearly.

6. The Contractor agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan (these records may be maintained on a plant-wide or company-wide basis unless otherwise indicated):

- (i) Source lists, guides, and other data that identify small, small disadvantaged, or woman-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or woman-owned small business concerns.

- (iii) Records of any outreach efforts to contact
 - (a) trade associations,
 - (b) business development organizations, and
 - (c) conferences and trade fairs to locate small, small disadvantaged, and woman-owned small business sources.

- (iv) Records will be maintained where applicable of any subcontract solicitation resulting in an award of more than \$100,000 indicating:
 - (a) whether small business concerns were solicited and if not, why not;
 - (b) whether small disadvantaged business concerns were solicited and if not, why not;
 - (c) whether woman-owned small business concerns were solicited and if not, why not;
 - (d) if applicable, the reason award was not made to a small business concern.

- (v) Records of internal guidance and encouragement provided to buyers through:
 - (a) workshops, seminars, training, etc, and;
 - (b) monitoring performance to evaluate compliance with the program's requirements.

- (vi) On a contract by contract basis, records to support award data submitted to the Government, including the name, address, and business size of each subcontractor.

The effective period of this subcontracting plan is from the date of the award of the contract to this Contractor under the solicitation cited above through the termination date of such contract.