

**Copy of Term Contract - DO NOT PROCESS**

Vendor No. 100156759  
 Contact Kirk Spencer  
 Your reference SP-12-0227

IBC SALES CORPORATION  
 400 MONROE AVE  
 MEMPHIS TN 38103-3212

Contract No. 4600025500  
 Date 06/19/2012

Contact Jaime M. Kaufman  
 Telephone 501-371-6065  
 Fax 501-324-9311

Our ref. ST  
 Incoterms AIR  
 AIRBORNE EXPRESS

**Send Invoice To:****Ship To:**

IBC SALES CORPORATION  
 400 MONROE AVE  
 MEMPHIS TN 38103-3212

Valid from: 06/19/2012  
 Valid to: 08/31/2013

AWARD NUMBER: SP-12-0227  
 COMMODITY: BREAD  
 CONTRACT PERIOD: 9/1/2012 - 8/31/2013  
 AASIS #: 4600025500  
 MATERIAL GROUP: 37500

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

THE QUANTITY LISTED IS ESTIMATED AND NOT A GUARANTEE TO PURCHASE

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

**CONTRACT AWARD TO:**

IBC Sales Corporation  
 Kirk Spencer PHONE: (318) 307-6014  
 400 Monroe Avenue FAX: (901) 526-1404  
 Memphis, TN 38103

This contract will be for a period of one (1) year and has the option to be renewed for up to six (6) additional one (1) year increments or a portion thereof, if mutually agreed upon, in writing by the Office of State Procurement and the vendor.

PRICE INCREASES/DECREASES:

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Requests for standard contract price changes may be made at the time of renewal provided the price increase is necessary and based on an increase in the price of manufacturing the product. OSP's due diligence regarding price change requests is to consider the reasonableness of the request and document consideration on behalf of State agencies. Increases will not be considered to increase profit or margins.

Price escalation requests from vendors MUST be submitted in the format supplied by the contract administrator. OSP will not be responsible for manipulating the vendor's price list to match the posted contract. Any price increase request not submitted in the appropriate format may be rejected. All shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

Agencies:

**DEPARTMENT OF CORRECTION**

DIAGNOSTIC UNIT 7500 CORRECTION CIRCLE, PINE BLUFF, AR 71603  
NORTH CENTRAL UNIT HC62 BOX, CALICO ROCK, AR 72519  
TEXARKANA REG. 100 N STATE LINE, TEXARKANA, AR 75501  
PINE BLUFF WORK COMPLEX 890 FREELINE DRIVE, PINE BLUFF, AR 71603  
CUMMINS UNIT HWY 388 , GRADY, AR 71644  
WRIGHTSVILLE UNIT 8400 HWY 386, WRIGHTSVILLE, AR 72183  
DELTA REGIONAL UNIT RT 1 BOX 12, DERMOTT, AR 71638  
JEFFERSON CO JAIL 7206 WEST 7TH STREET, PINE BLUFF, AR 71603  
TUCKER UNIT - WOMEN 2400 STATE FARM ROAD, TUCKER, AR 72168-8703  
N.W. AR WORK RELEASE 403-B HUNTSVILLE, SPRINGDALE, AR 72764  
BENTON SERVICES 6701 HWY 67, BENTON, AR 72015  
WRIGHTSVILLE/BOOT CAMP 22522 ASHER ROAD, WRIGHTSVILLE, AR 72183  
VARNER UNIT HWY 388 , GRADY, AR 71644  
INSTITUTIONAL WAREHOUSE 600 CORRECTIONAL CIRCLE, PINE BLUFF, AR 71603  
MISSISSIPPI COUNTY WORK MEADOW ROAD, LUXORA, AR 72358  
LEE COUNTY CORR FAC 324 LEE, BRICKEYS, AR 72320  
TUCKER UNIT - MAX. SECURITY 2501 STATE FARM ROAD, TUCKER, AR 72168

**HUMAN DEVELOPMENT CENTERS**

ALEXANDER UNIT PO BOX 320, ALEXANDER, AR 72002  
ARKADELPHIA UNIT 1 PRATOR DRIVE, ARKADELPHIA, AR 71923  
BOONEVILLE UNIT HWY 116 SOUTHBOONEVILLE, AR 72927  
CONWAY UNIT SIEBENMORGAN ROAD, CONWAY, AR 72032  
JONESBORO UNIT 4701 COLONY DRIVE JONESBORO, AR 72401  
WARREN UNIT 1 CENTER CIRCLE, WARREN, AR 71671

**DEPARTMENT OF COMMUNITY CORRECTION**

CAC - LITTLE ROCK 4823 WEST 7TH STREET, LITTLE ROCK, AR 72204  
NEA - OSCEOLA 1351 CYRO ROAD, OSCEOLA, AR 72370  
NWA - FAYETTEVILLE 100 NORTH COLLEGE AVE, FAYETTEVILLE, AR 72701

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OTV - MALVERN 104 WALCO LANE, MALVERN, AR 72104  
 SEA - PINE BLUFF 7301 WEST 13TH STREET, PINE BLUFF, AR 71602  
 SWA - TEXARKANA 506 WALNUT, TEXARKANA, AR 71854

STATE POLICE ACADEMY - CADET KITCHEN  
 GEYER SPRINGS ROAD, LITTLE ROCK, AR 72209

LAW ENFORCEMENT TRAINING ACADEMY  
 PO BOX 3106, EAST CAMDEN, AR 71701

AR CAREER TRAINING INSTITUTE  
 105 RESERVE, HOT SPRINGS, AR 71901

ARKANSAS HEALTH CENTER  
 6701 HWY 67, BENTON, AR 72015-8489

PULASKI TECHNICAL COLLEGE - LITTLE LEANERS  
 1500 W. PERSHING BLVD, N. LITTLE ROCK, AR 72216

SCHOOL FOR THE DEAF  
 2400 WEST MARKHAM, LITTLE ROCK, AR 72203

SCHOOL FOR THE BLIND  
 2600 WEST MARKHAM, LITTLE ROCK, AR 72203

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10100578 BREAD, LOAVES, SLICED, WHITE,24OZ Wonder 45000-11054 Cotton Holsum 41300-16152 - Alexandria Warehouse Only	45,804	each	0.84	\$ 38,475.36
0002	10100579 BREAD, LOAVES, SLICED, WHEAT,24OZ Wonder 45000-11213	61,134	each	1.39	\$ 84,976.26
0003	10101173 BREAD,WHEAT,REDUCED CALORIE 16.OZ PK Wonder 45000-11459	50	each	1.04	\$ 52.00
0004	10128551 Bread, Whole Grain, Loaves, White, Slice Wonder 45000-11224	4,225	each	1.24	\$ 5,239.00
0005	10128554 Bread, Whole Grain, Loaves, Wheat, Slice	7,462	each	1.09	\$ 8,133.58

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Wonder 45000-11010				
0006	10128552 Bread, Whole Grain, Loaves, Honey Wheat, Wonder 45000-11009	2,712	each	1.14	\$ 3,091.68
0007	10100467 BREAD, RYE, SLICED Wonder 45000-00405	230	each	0.94	\$ 216.20
0008	10101001 BREAD, TEXAS TOAST, SLICED, 24OZ Wonder 45000-20099	6,290	each	0.99	\$ 6,227.10
0009	10100547 BREAD, FRENCH, SLICED, 16OZ Wonder 45000-11067	774	each	0.99	\$ 766.26
0010	10100574 BREAD, RAISIN, LOAF, SLICED 16OZ. Wonder 45000-12874	3,975	each	1.54	\$ 6,121.50
0011	10001100 BUNS, WHITE HOT DOG, 6", 8 PK Wonder 45000-11195 Cotton Holsum 41300-16634 - Alexandria Warehouse Only	17,322	each	0.69	\$ 11,952.18
0012	10128553 Bun, Hot Dog, Wheat, 6", 8 pk Wonder 45000-11103 Cotton Holsum 41300-016708 - Alexandria Warehouse Only	55	each	0.79	\$ 43.45
0013	10100418 BUNS, HOT DOG, FOOTLONG Wonder 45000-11378	50	each	1.09	\$ 54.50
0014	10100414 BUNS, HAMBURGER Wonder 45000-11281 Cotton Holsum 41300-16635 - Alexandria Warehouse Only	16,800	each	0.79	\$ 13,272.00
0015	10100466 BUNS, HAMBURGER, 23OZ. 12 PK	5,613	each	1.04	\$ 5,837.52

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Wonder 45000-11145 or 45000-24061 Cotton Holsum 41300-11624 - Alexandria Warehouse Only			
0016	10101005 BUN, HAMBURGER,12/PKG.W/SESAME SEED Cotton Holsum 41300-11624	50 each	1.04	\$ 52.00
0017	10101236 BUN, HAMBURGER,8/PKG,4" DIA.WHOLE Wonder 45000-11103 Cotton Holsum 41300-016709	110 each	0.79	\$ 86.90
0018	10100561 BUNS,SANDWICH,READY TO SERVE Wonder 45000-11281 Cotton Holsum 41300-16635 - Alexandria Warehouse Only	50 each	0.79	\$ 39.50
0019	10101218 BUN, HOAGIE, 8CT.,26 OZ Wonder 45000-11392	1,220 each	1.14	\$ 1,390.80
0020	10001110 ROLL, BROWN & SERVE, 12PK Wonder 45000-11169 Cotton Holsum 41300-16711 - Alexandria Warehouse Only	100 each	0.74	\$ 74.00
0021	10001112 ROLL, DINNER, READY TO SERVE, 12PK Wonder 45000-41165	3,940 each	0.94	\$ 3,703.60
0022	10100570 ROLLS, STEAK,8"LONG,6COUNT Wonder 45000-11319	50 each	1.04	\$ 52.00
0023	10001109 MUFFIN, ENGLISH, 6PK Wonder 45000-11501	295 each	0.84	\$ 247.80
0024	10001085 CAKE, CUP, 2/PK, ASST. FLAVORS Hostess 45000-00001 Twinkies Hostess 45000-00002 Cupcakes	75 Pack	0.50	\$ 37.50

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0025	10101040 CAKE, SPONGE, DESSERT SHELLS,4/PKG. Hostess 45000-01033	975	each	0.54	\$ 526.50
0026	10001082 ANGEL FOOD CAKE, 18OZ, ROUND Hostess 45000-60007	50	each	1.74	\$ 87.00
0027	10100962 ROLL, CINNAMON, 6/PKG Hostess 45000-01133	30	each	1.04	\$ 31.20
0028	10001118 TOAST, TEXAS, 15 SLICES Wonder 45000-20099	2,920	each	0.99	\$ 2,890.80
0029	10129095 BUN,WHITE,DELI STYLE,16OZ,6 PER PKG Wonder 45000-11282	650	each	1.04	\$ 676.00
0030	10129096 MUFFIN,ENGLISH,SLICED,12OZ,6 PER PKG, Wonder 45000-11503	180	each	0.84	\$ 151.20
Estimated Net Value					<b>194,505.39</b>

**OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS**

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

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6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the

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contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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