

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100150864
Contact Raymond Bernard
Your reference SP-09-0247

U S FOOD SERVICE INC
 800 FIBER OPTIC DR
 NORTH LITTLE ROCK AR 72117

Contract No. 4600026903
Date 07/16/2012

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

Our ref. ST
Incoterms FOB
 DESTINATION

Send Invoice To:

Human Development Center - Booneville
 Hwy 116 South
 Booneville, AR 72927

Ship To:

DHS BOONEVILLE HDC
 ATTN: PURCHASING
 HWY 116 S 87 REED ROAD
 BOONEVILLE AR 72927

Valid from: 06/01/2009
 Valid to: 10/31/2012

EXTENDED CONTRACT AWARD: SP-09-0246
 AASIS# 4600026903
 VENDOR# 100150864
 MATERIAL# 39049

COMMODITY: Meat
 CONTRACT PERIOD: 8/1/2012 - 10/31/2012
 EXTENSION: 4 of 6

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.

This contract will be for a period of one (1) year and has the option to be renewed for up to two (2) additional one (1) year increments or a portion thereof, if mutually agreed upon, in writing by the Office of State Procurement and the vendor.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10000597 BACON BULK LAYFLAT, SLICED, 18-22, SMOKE	500	pound, US	2.33	\$ 1,165.00
0002	10000601 BEEF,GROUND,FRESH 15% LEAN	500	pound, US	2.49	\$ 1,245.00
0003	10000603 BEEF, PURE, PATTIES, LAYER PACK,FROZEN	500	Case	2.06	\$ 1,030.00
	Valid from: 07/16/2012 To: 07/31/2012				
	Gross Price 2.06 USD 1 CS				
	Valid from: 08/01/2012 To: 12/31/9999				
	Gross Price 0.01 USD 1 CS				
0005	10000611 BOLOGNA, FORMULA A, 10-22LB BULK	500	pound, US	1.77	\$ 885.00
0006	10000628 FRANKFURTERS, ALL BEEF, 10-12#	500	pound, US	2.09	\$ 1,045.00
0007	10000630 HAM, COOKED, PULLMAN, BONELESS	500	pound, US	1.79	\$ 895.00
0009	10000634 HAM, PORK BONELESS,CURED & SMOKED	500	pound, US	2.68	\$ 1,340.00
	Valid from: 07/16/2012 To: 07/31/2012				
	Gross Price 2.68 USD 1 LB				
	Valid from: 08/01/2012 To: 12/31/9999				
	Gross Price 2.49 USD 1 LB				
0010	10000649 PORK CHOP, BLADELESS, 4 OZ.	500	pound, US	3.07	\$ 1,535.00
0011	10000654 PORK LOIN, BONELESS, 8-12 LB ROAST	500	pound, US	2.22	\$ 1,110.00
0012	10000659 SAUSAGE PATTIES, ALL PORK, FROZEN	500	pound, US	1.95	\$ 975.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0013	10000660 SAUSAGE, POLISH, 7", FORMULA A	500	pound, US	2.18	\$ 1,090.00
	Valid from: 07/16/2012 To: 07/31/2012				
	Gross Price	2.18	USD	1 LB	
	Valid from: 08/01/2012 To: 12/31/9999				
	Gross Price	0.01	USD	1 LB	
0014	10000670 STEAK, BEEF, CUBED, SPECIAL	500	pound, US	2.99	\$ 1,495.00
0016	10126754 FLAMEBROILED, BEEF SALISBURY PATTIES	500	each	1.95	\$ 975.00
0017	10126756 CHARBROILED BEEF PATTY, FULLY COOKED	500	each	3.60	\$ 1,800.00
0018	10126822 PORK,PATTY RIB,SHAPED	500	each	1.77	\$ 885.00
	Valid from: 07/16/2012 To: 07/31/2012				
	Gross Price	1.77	USD	1 EA	
	Valid from: 08/01/2012 To: 12/31/9999				
	Gross Price	0.01	USD	1 EA	
Estimated Net Value					17,470.00

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

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in the bid.

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.

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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 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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Arkansas Department of Human Services