

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100156759
 Contact KIRK SPENCER
 Your reference SP-10-0238

IBC SALES CORPORATION
 400 MONROE AVE
 MEMPHIS TN 38103-3212

Contract No. 4600022595
 Date 08/24/2011

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

Our ref. ST
 Incoterms AIR
 AIRBORNE EXPRESS

Send Invoice To:**Ship To:**

STATEWIDE DELIVERY
 LITTLE ROCK AR 72201

Valid from: 09/01/2011
 Valid to: 08/31/2012

AWARD NUMBER: SP-10-0238
 COMMODITY: BREAD
 CONTRACT PERIOD: 5/1/2012 - 8/31/2012
 AASIS #: 4600022595
 MATERIAL GROUP: 37500

CONTRACT EXTENSION 6 of 8

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 FED ID: 02-0723634

This contract will be for a period of four (4) months and has the option to be renewed for up to four (4) additional four(4) month increments or a portion thereof, if mutually agreed upon, in writing by the Office of State Procurement and the vendor.

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In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

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 755001

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

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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

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

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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
0010	10100578 BREAD, LOAVES, SLICED, WHITE,24OZ	358,000	each	0.84	\$ 300,720.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price 0.74 USD 1 EA				
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price 0.84 USD 1 EA				
0020	10100579 BREAD, LOAVES, SLICED, WHEAT,24OZ	25,000	each	1.39	\$ 34,750.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price 1.29 USD 1 EA				
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price 1.39 USD 1 EA				
0030	10101173 BREAD,WHEAT,REDUCED CALORIE 16.OZ PK	30,000	each	1.04	\$ 31,200.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price 0.94 USD 1 EA				

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	Valid from: 05/01/2012 To: 12/31/9999 Gross Price	1.04	USD	1 EA	
0040	10128551 Bread, Whole Grain, Loaves, White, Slice	100	each	1.24	\$ 124.00
	Valid from: 08/24/2011 To: 04/30/2012 Gross Price	1.14	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999 Gross Price	1.24	USD	1 EA	
0050	10128554 Bread, Whole Grain, Loaves, Wheat, Slice	100	each	1.09	\$ 109.00
	Valid from: 08/24/2011 To: 04/30/2012 Gross Price	0.99	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999 Gross Price	1.09	USD	1 EA	
0060	10128552 Bread, Whole Grain, Loaves, Honey Wheat,	100	each	1.14	\$ 114.00
	Valid from: 08/24/2011 To: 04/30/2012 Gross Price	1.04	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999 Gross Price	1.14	USD	1 EA	
0070	10100467 BREAD, RYE, SLICED	1,600	each	0.94	\$ 1,504.00
	Valid from: 08/24/2011 To: 04/30/2012 Gross Price	0.84	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999 Gross Price	0.94	USD	1 EA	
0080	10101001 BREAD, TEXAS TOAST, SLICED, 24OZ	23,070	each	0.99	\$ 22,839.30
	Valid from: 08/24/2011 To: 04/30/2012				

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	Gross Price	0.89	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	0.99	USD	1 EA	
0090	10100547 BREAD, FRENCH, SLICED, 16OZ	25,400	each	0.99	\$ 25,146.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price	0.89	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	0.99	USD	1 EA	
0100	10100574 BREAD, RAISIN, LOAF, SLICED 16OZ.	2,800	each	1.54	\$ 4,312.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price	1.44	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	1.54	USD	1 EA	
0110	10001100 BUNS,WHITE HOT DOG, 6", 8 PK	51,000	each	0.69	\$ 35,190.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price	0.59	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	0.69	USD	1 EA	
0120	10128553 Bun, Hot Dog, Wheat, 6", 8 pk	100	each	0.79	\$ 79.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price	0.69	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	0.79	USD	1 EA	
0130	10100418 BUNS,HOT DOG,FOOTLONG	2,000	each	1.09	\$ 2,180.00

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	Valid from: 08/24/2011 To: 04/30/2012 Gross Price 0.99 USD 1 EA				
	Valid from: 05/01/2012 To: 12/31/9999 Gross Price 1.09 USD 1 EA				
0140	10100414 BUNS,HAMBURGER	20,000	each	0.79	\$ 15,800.00
	Valid from: 08/24/2011 To: 04/30/2012 Gross Price 0.69 USD 1 EA				
	Valid from: 05/01/2012 To: 12/31/9999 Gross Price 0.79 USD 1 EA				
0150	10100466 BUNS,HAMBURGER,23OZ.12 PK	5,000	each	1.04	\$ 5,200.00
	Valid from: 08/24/2011 To: 04/30/2012 Gross Price 0.94 USD 1 EA				
	Valid from: 05/01/2012 To: 12/31/9999 Gross Price 1.04 USD 1 EA				
0160	10101005 BUN, HAMBURGER,12/PKG.W/SESAME SEED	3,500	each	1.29	\$ 4,515.00
	Valid from: 08/24/2011 To: 04/30/2012 Gross Price 1.19 USD 1 EA				
	Valid from: 05/01/2012 To: 12/31/9999 Gross Price 1.29 USD 1 EA				
0170	10101236 BUN, HAMBURGER,8/PKG,4" DIA.WHOLE	100	each	0.79	\$ 79.00
	Valid from: 08/24/2011 To: 04/30/2012 Gross Price 0.69 USD 1 EA				
	Valid from: 05/01/2012 To: 12/31/9999 Gross Price 0.79 USD 1 EA				
0180	10100561 BUNS,SANDWICH,READY TO SERVE	9,500	each	0.79	\$ 7,505.00

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	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price	0.69	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	0.79	USD	1 EA	
0190	10101218 BUN, HOAGIE, 8CT.,26 OZ	6,000	each	1.14	\$ 6,840.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price	1.04	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	1.14	USD	1 EA	
0200	10001110 ROLL, BROWN & SERVE, 12PK	1,000	each	0.74	\$ 740.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price	0.64	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	0.74	USD	1 EA	
0210	10001112 ROLL, DINNER, READY TO SERVE, 12PK	1,500	each	0.94	\$ 1,410.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price	0.84	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	0.94	USD	1 EA	
0220	10100570 ROLLS, STEAK,8" LONG,6COUNT	2,000	each	1.04	\$ 2,080.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price	0.94	USD	1 EA	
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price	1.04	USD	1 EA	

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0230	10001109 MUFFIN, ENGLISH, 6PK	2,500	each	0.84	\$ 2,100.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price 0.74 USD		1 EA		
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price 0.84 USD		1 EA		
0240	10001085 CAKE, CUP, 2/PK, ASST. FLAVORS	1,500	Pack	0.50	\$ 750.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price 0.40 USD		1 PAC		
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price 0.50 USD		1 PAC		
0250	10101040 CAKE, SPONGE, DESSERT SHELLS,4/PKG.	2,000	each	0.54	\$ 1,080.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price 0.44 USD		1 EA		
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price 0.54 USD		1 EA		
0260	10001082 ANGEL FOOD CAKE, 18OZ, ROUND	1,500	each	1.74	\$ 2,610.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price 1.64 USD		1 EA		
	Valid from: 05/01/2012 To: 12/31/9999				
	Gross Price 1.74 USD		1 EA		
0270	10100962 ROLL, CINNAMON, 6/PKG	1,000	each	1.04	\$ 1,040.00
	Valid from: 08/24/2011 To: 04/30/2012				
	Gross Price 0.94 USD		1 EA		
	Valid from: 05/01/2012 To: 12/31/9999				

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Gross Price	1.04	USD	1 EA	
Estimated Net Value					510,016.30
<p>OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS</p> <p>1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.</p> <p>2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.</p> <p>3. DISCOUNTS: All cash discounts offered will be taken if earned.</p> <p>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.</p> <p>5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>					

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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 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

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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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