

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100200537
Contact
Your reference SP-13-0132

BIMBO BAKERIES USA
 7700 INDUSTRY DR
 NORTH LITTLE ROCK AR 72117

Contract No. 4600028344
Date 12/25/2012

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

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

See Agency PO

Ship To:

STATEWIDE DELIVERY
 LITTLE ROCK AR 72201

Valid from: 12/25/2012

Valid to: 12/24/2013

AWARD NUMBER: SP-13-0132
 COMMODITY: FRESH BREAD
 CONTRACT PERIOD: 12/25/12 - 12/24/13
 AASIS #: 4600028344
 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.

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:

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

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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 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
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

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

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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

WAR MEMORIAL STADIUM
 #1 STADIUM DRIVE, LITTLE ROCK, AR 72205

Item	Material/Description	Target QtyUM	Unit Price	Amount
0001	10128550 Bread, Whole Wheat, Loaves,Kosher	910 each	1.04	\$ 946.40
0002	10100578 BREAD, LOAVES, SLICED, WHITE,24OZ	45,804 each	0.88	\$ 40,307.52
0003	10100579 BREAD, LOAVES, SLICED, WHEAT,24OZ	125,134 each	1.04	\$ 130,139.36
0006	10128554 Bread, Whole Grain, Loaves, Wheat, Slice	7,462 each	1.09	\$ 8,133.58
0008	10100467 BREAD, RYE,SLICED	230 each	1.24	\$ 285.20
0009	10101001 BREAD, TEXAS TOAST, SLICED,24OZ	9,210 each	0.99	\$ 9,117.90

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10100547 BREAD, FRENCH, SLICED, 16OZ	774 each	1.24	\$ 959.76
0011	10100574 BREAD, RAISIN, LOAF, SLICED 16OZ.	3,975 each	1.54	\$ 6,121.50
0012	10001100 BUNS,WHITE HOT DOG, 6", 8 PK	18,022 each	0.74	\$ 13,336.28
0013	10128553 Bun, Hot Dog, Wheat, 6", 8 pk	3,955 each	0.99	\$ 3,915.45
0015	10100418 BUNS,HOT DOG,FOOTLONG	50 each	1.04	\$ 52.00
0016	10100414 BUNS,HAMBURGER	16,800 each	0.88	\$ 14,784.00
0017	10100466 BUNS,HAMBURGER,23OZ.12 PK	5,613 each	1.04	\$ 5,837.52
0019	10129095 BUN,WHITE,DELI STYLE,16OZ,6 PER PKG	650 each	1.14	\$ 741.00
0020	10001106 BUNS, SESAME SEED, SANDWICH, SPLIT	3,700 each	1.24	\$ 4,588.00
0021	10100561 BUNS,SANDWICH,READY TO SERVE	50 each	1.24	\$ 62.00
0022	10101218 BUN, HOAGIE, 8CT.,26 OZ	1,220 each	1.24	\$ 1,512.80
0023	10001110 ROLL, BROWN & SERVE, 12PK	100 each	1.04	\$ 104.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0024	10001112 ROLL, DINNER, READY TO SERVE, 12PK	3,940 each	1.04	\$ 4,097.60
0025	10100570 ROLLS, STEAK,8"LONG,6COUNT	50 each	1.69	\$ 84.50
0026	10001109 MUFFIN, ENGLISH, 6PK	295 each	1.04	\$ 306.80
0027	10129096 MUFFIN,ENGLISH,SLICED,12OZ,6 PER PKG,	180 each	1.04	\$ 187.20
0028	10001085 CAKE, CUP, 2/PK, ASST. FLAVORS	75 Pack	0.48	\$ 36.00
0029	10101040 CAKE, SPONGE, DESSERT SHELLS,4/PKG.	975 each	0.48	\$ 468.00
0030	10001082 ANGEL FOOD CAKE, 18OZ, ROUND	50 each	1.74	\$ 87.00
0031	10100962 ROLL, CINNAMON, 6/PKG	30 each	1.14	\$ 34.20
Estimated Net Value				246,245.57

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.

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5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified 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.
15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other

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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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