



Term Contract

Vendor No. 100150864
 Contact Debby Berryman
 Your reference SP-19-0018

US FOODS INC
 800 FIBER OPTIC DR
 NORTH LITTLE ROCK AR 72117

Contract No. 4600043436
 Date 09/20/2018

Contact Wendy C Gossett
 Telephone 501-371-6070
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

Ship To:
 STATEWIDE DELIVERY
 LITTLE ROCK AR 72201

Valid from: 09/20/2018
 Valid to: 01/21/2022

Target value 6,000,000.00 USD
 TOTAL PROJECTED COST: \$6,000,000.00

Reference Tracking: SP-19-0018

COMMODITY: K-12 SPECIFIC FOOD / FOOD SERVICE EQUIPMENT
 SOURCEWELL (NJPA) COOPERATIVE CONTRACT #112917-USF

VENDOR: SOURCEWELL / US FOODS
 VENDOR CONTACT NAME: DEBBY BERRYMAN/Renee Privitera
 VENDOR PHONE: 901-210-4198-DEBBY 501-235-4334 Renee Privitera
 FAX NUMBER: 501-235-4302
 VENDOR EMAIL: deborah.berryman@usfoods.com / renee.privitera@usfoods.com

TYPE OF CONTRACT: TERM

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT. THIS CONTRACT CONSTITUTES ACCEPTATION 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.

CONTRACT PERIOD:
 The term will be a FIVE (5) year from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on an additional ONE (1) year terms or a portion thereof. In no event shall the total contract term be more than SEVEN (7) years.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:
 All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

09/24/2018



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SCOPE:

This TERM contract is issued by the Office of State Procurement (OSP) for a cooperative contract with SOURCEWELL (NJPA) Contract # 112917-USF, fulfilled by SOURCEWELL / US Foods for K-12 SPECIFIC FOOD / FOOD SERVICE EQUIPMENT. All contract information can be found as attachments in AASIS.

THE QUANTITY LISTED IS ESTIMATED AND NOT A GUARANTEE TO PURCHASE

THIS IS A NON-MANDATORY STATEWIDE CONTRACT USED TO PURCHASE FOOD, THAT SPECIFICALLY MEETS OR EXCEEDS CHILD NUTRITION REQUIREMENT (K-12 REQUIREMENTS). THIS CONTRACT ALSO INCLUDES KITCHEN SUPPLIES AND EQUIPMENT NOT CURRENTLY COVERED UNDER STATE CONTRACTS.

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

DELIVERY

- Delivery is FOB destination
- Inside delivery within seven (7) days of the receipt of purchase order.
- If delivery cannot be made within seven (7) days the delivery arrangements must be made with the agency before the seven (7) days has passed.
- A twenty-four hour (24) notice shall be given before delivery.
- Damaged packages or goods of any kind will be rejected and credit shall be issued to ordering agency.
- Products must be transported to the point of delivery in a vehicle equipped and able to maintain temperature of chilled products not to exceed 45 degrees F and frozen products at an internal temperature of 0 degrees to -15 degrees F.
- Cooperative participants may be charged a delivery fee.

ANTICIPATED DELIVERY LOCATIONS

Listed below are the anticipated delivery locations. There may be additional delivery locations as ordered by various state agencies or cooperative participants.

Arkansas School for the Deaf

2400 West Markham St, Little Rock, AR 72205

Arkansas School for the Deaf # Kitchen 1

Delivery vehicle must have lift gate, location does not have a dock.

All items must be unloaded by delivery person

Deliveries accepted between 9-11 or 1-3 Wednesday

Temperatures must be checked and meet USDA child nutrition requirements, if temps are not meet product will not be excepted.

Arkansas School for the Deaf # Kitchen 2 culinary

Delivery vehicle must have lift gate, location does not have a dock.

All items must be unloaded by delivery person

Deliveries accepted between 9-11 or 1-3 Wednesday (every other week)

Temperatures must be checked and meet USDA child nutrition requirements, if temps are not meet product will not be excepted.

Arkansas School for the Blind

2600 West Markham St; Little Rock, AR 72205

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Human Development Center

Conway 150 East Siebenmorgan Rd, Conway, AR 72032

Human Development Centers

All items must be unloaded by delivery person.

Deliveries accepted between 8am - 4pm, Monday - Friday.

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Rows include items like FOOD, DAIRY FRESH, FOOD, STAPLE, EA, PRODUCE, FRESH, EQUIPMENT, KITCHEN, CLEANER, EQUIPMENT, FOODSERVICE, MEATS, FRESH & FROZEN. Total Estimated Net Value: 6,000,000.00

OSP Contact:
Wendy Gossett

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Phone: (501)371-6070
Email: wendy.gossett@dfa.arkansas.gov

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.
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.

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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 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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