

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201  
501-324-9316

STATE CONTRACT AWARD

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.

\*\*\*\*\*

**BUYER:** AMY STODDARD, CPPB

**CONTRACT/BID NUMBER:** SP-09-0125

\*\*\*\*\*

**DESCRIPTION:** POULTRY & EGGS

**CONTRACT PERIOD:** NOVEMBER 17, 2008 THROUGH APRIL 30, 2009

\*\*\*\*\*

**COMMODITY CLASS:** 38500 FOOD FROZEN, 38542 FOOD FROZEN ENTRÉE, 39000 FOOD PERISHABLE, 39049 MEAT FRESH/FROZEN, 39300 DAIRY PRODUCTS

**PURCHASE REQUEST NUMBER:** SEE AGENCY P.O.

**AGENCY CONTACT/PHONE:** SEE AGENCY P.O.

**DELIVERY REQUIREMENTS:** 7 CALENDAR DAYS FROM RECEIPT OF AGENCY P.O.

**CONTRACT AWARD TO:** AS SPECIFIED ON TAB 2.

ARKANSAS OFFICE OF STATE PROCUREMENT

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**Signed Cover posted as a separate PDF.**

Award Listing

AWARD LISTING

BID NO: SP-09-0125  
 COMMODITY: Poultry Bid  
 MONTHS COVERED: November 2008 through May 2009  
 BID OPENING DATE: November 12, 2008  
 BUYER: Amy Stoddard, CPPB  
 ESTIMATED CONTRACT VALUE: \$

Vendors: Sysco US Foods

Location	Estimated Totals	
Jonesboro; Sysco	Poultry	\$ 16,858.00
	Eggs	\$ 8,167.00
	Total	<b>\$ 25,025.00</b>
Jonesboro; US Foods	Poultry	\$ 18,511.23
	Eggs	\$ 624.15
	Total	<b>\$ 19,135.38</b>
Osceola; Sysco	Poultry	\$ 36,889.63
	Eggs	\$ 15,390.00
	Total	<b>\$ 52,279.63</b>
Osceola; US Foods	Poultry	\$ 41,085.00
	Eggs	\$ 1,235.16
	Total	<b>\$ 42,320.16</b>

Vendor Listing

**Sysco Food Services of AR,  
LLC**

Shelly Dugger  
PO Box 194060  
Little Rock, AR 72219  
Phone: 501-562-4111  
Fax: 501-562-1092  
[Dugger.shelly@ar.sysco.com](mailto:Dugger.shelly@ar.sysco.com)

**US Foodservice, Inc. Little  
Rock Division**

Sonny Bridges  
800 Fiber Optic Drive  
North Little Rock, AR 72117  
Phone: 501-235-4300  
Fax: 501-235-4307  
[Sonny.bridges@usfood.com](mailto:Sonny.bridges@usfood.com)

100150864

Agency Listing

<p>DEPARTMENT OF CORRECTION PINE BLUFF WORK COMPLEX 890 FREELINE DRIVE PINE BLUFF, AR 71603</p>	<p>DEPARTMENT OF CORRECTION TEXARKANA REG CORR CENTER 100 N. STATE LINE, P. O. BOX 1020 TEXARKANA, AR 75501</p>
<p>DEPARTMENT OF CORRECTION CUMMINS UNIT HWY 388 GRADY, AR 71644</p>	<p>DEPARTMENT OF CORRECTION MAXIMUM SEC.-TUCKER UNIT 2501 STATE FARM ROAD TUCKER, AR 72168</p>
<p>DEPARTMENT OF CORRECTION TUCKER UNIT FOR WOMEN 2400 STATE FARM ROAD TUCKER, AR 72168-8703</p>	<p>DEPARTMENT OF CORRECTION BENTON SERVICES 6701 HWY 67 BENTON, AR 72015</p>
<p>DEPARTMENT OF CORRECTION VARNER UNIT HWY 388 GRADY, AR 71644</p>	<p>DEPARTMENT OF CORRECTION NORTH CENTRAL UNIT HC62 BOX CALICO ROCK, AR 72519300</p>
<p>DEPARTMENT OF CORRECTION DIAGNOSTIC UNIT 7500 CORRECTION CIRCLE PINE BLUFF, AR 71603</p>	<p>DEPARTMENT OF CORRECTION DELTA REGIONAL UNIT RT 1 BOX 12 DERMOTT, AR 71638</p>
<p>DEPARTMENT OF CORRECTION WRIGHTSVILLE UNIT 8400 HWY 386 WRIGHTSVILLE, AR 72183</p>	<p>DEPARTMENT OF CORRECTION JEFFERSON CO JAIL-CORR FAC 7206 WETS 7TH STREET PINE BLUFF, AR 71603</p>
<p>DEPARTMENT OF CORRECTION N.W. AR WORK RELEASE 403-B HUNTSVILLE SPRINGDALE, AR 72764</p>	<p>DEPARTMENT OF CORRECTION WRIGHTSVILLE/BOOT CAMP 22522 ASHER ROAD WRIGHTSVILLE, AR 72183</p>
<p>DEPARTMENT OF CORRECTION INSTITUTIONAL WAREHOUSE 600 CORRECTIONAL CIRCLE PINE BLUFF, AR 71603</p>	<p>DEPARTMENT OF CORRECTION LEE COUNTY CORR FAC 324 LEE BRICKEYS, AR 72320</p>
<p>DEPARTMENT OF CORRECTION MISSISSIPPI COUNTY WORK MEADOW ROAD LUXORA, AR 72358</p>	<p>DCC OMEGA CENTER 104 WALCO LANE MALVERN, AR 72104</p>
<p>ARKANSAS HEALTH CENTER 6701 HWY 67 BENTON, AR 72015-8489</p>	<p>HUMAN DEVELOPMENT CENTER ALEXANDER UNIT PO BOX 320 ALEXANDER, AR 72002</p>
<p>SCHOOL FOR THE BLIND 2600 WEST MARKHAM LITTLE ROCK, AR 72203</p>	<p>SCHOOL FOR THE DEAF 2400 WEST MARKHAM LITTLE ROCK, AR 72203</p>

Agency Listing

ARKANSAS STATE POLICE ACADEMY CADET KITCHEN GEYER SPRINGS ROAD LITTLE ROCK, AR 72209	HUMAN DEVELOPMENT CENTER CONWAY UNIT SIEBENMORGAN ROAD CONWAY, AR 72032
HOT SPRINGS REHAB CENTER P.O. BOX 1358 105 RESERVE HOT SPRINGS, AR 71901	AR HUMAN DEVELOPMENT CTR. BOONEVILLE UNIT HWY 116 SOUTH BOONEVILLE, AR 72927
HUMAN DEVELOPMENT CENTER JONESBORO UNIT 4701 COLONY DRIVE JONESBORO, AR 72401	HUMAN DEVELOPMENT CENTER WARREN UNIT 1 CENTER CIRCLE WARREN, AR 71671
HUMAN DEVELOPMENT CENTER ARKADELPHIA UNIT HWY 390 ARKADELPHIA, AR 71923	ARKANSAS LAW ENFORCEMENT TRAINING ACADEMY PO BOX 3106 EAST CAMDEN, AR 71701
SOUTHEAST ARKANSAS COMMUNITY PUNISHMENT CENTER 7301 WEST 13TH STREET PINE BLUFF, AR 71602	CENTRAL ARKANSAS COMMUNITY PUNISHMENT CENTER 4823 WEST 7TH STREET LITTLE ROCK, AR 72204
SOUTHWEST ARKANSAS COMMUNITY PUNISHMENT CENTER 506 WALNUT TEXARKANA, AR 71854 HWY 390 ARKADELPHIA, AR 71923	NORTHEAST ARKANSAS COMMUNITY PUNISHMENT CENTER 1351 CYRO ROAD OSCEOLA, AR 72370 PO BOX 3106 EAST CAMDEN, AR 71701
NORTH WEST AR COMMUNITY CORRECTION CENTER 100 NORTH COLLEGE AVE FAYETTEVILLE, AR 72701	PULASKI TECHNICAL COLLEGE LITTLE LEARNERS 1500 WEST PERSHING BLVD NORTH LITTLE ROCK, AR 72216

**MINORITY BUSINESS POLICY**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Islander". The Arkansas Economic Development Commission of the Department of Economic Development conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

**NOTE TO VENDORS:**

This will be a six (6) month contract for agencies to issue purchase orders during the months of November 2008 through April 2009. Discounts are to remain firm for purchase orders issued until the end of the contract.

**INSPECTION:**

All products must come from a federally inspected plant. All meat items preceded by an Institutional Meat Purchasing number must be federally inspected before delivery and must be properly labeled according to the Food, Drug and Cosmetic Act. Meat requested frozen must be inspected while fresh.

**GENERAL:**

1. Bidder must state brand name and pack on applicable items or bid will be rejected.
2. Failure to bid in unit of measure requested may result in rejection of bid. Pack or weight, if different from requested size, is subject to approval by using agency.
3. No distressed or salvaged food will be accepted.
4. Master containers will be marked with date of pack.

**QUANTITIES:**

Quantities indicated reflect estimates only and may not be exact requirements.

**AUTHORIZATION FOR SHIPMENT:**

Purchase order from the using agency will authorize shipment. Orders shall be placed with the vendor seven (7) days prior to the specified delivery date.

**DELIVERY:**

1. All deliveries will be made between 8:00 a.m. and 4:00 p.m. on the date specified or as directed by the ordering agency.
2. Contractors must notify the Office of State Procurement of inability to deliver.

**PACKAGING/TRANSPORTING:**

1. Products delivered shall be processed and packed in accordance with good commercial practice and shall conform to all applicable standards promulgated under the Federal Food, Drug, and Cosmetic Act in effect at time of shipment.
2. Shipping cases shall be plainly marked on one end describing name and brand of product, quantity, and weight of cartons.
3. Products must be transported to 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 minus 15 degrees F.

**SPECIFICATIONS:**

1. Fat content of regular ground beef may not exceed 25%. Fat content will be determined by laboratory analysis. Agencies may request fat content as low as 20%.
2. Agency receiving personnel shall check all products when delivered and notify the Office of State Procurement (Amy Stoddard) if they do not conform to specifications.
3. Arrangements may be made for a Federal Inspector to examine the product to verify nonconformance.

**SUBSTITUTION OF AWARDED ITEM:**

If vendor requests a substitution of an item awarded to his company, the substitution must be approved by Amy Stoddard, CPPB, or Rick Smith, CPPB of the Office of State Procurement, prior to shipment of substitution to using agency. Failure to request approval will result in cancellation of the item involved.

**CONDITIONS OF AWARD:**

1. Upon conclusion of the bid process, a contract will be awarded for the purchase of Eggs (SP-09-0056).
2. A separate contract will be awarded for Poultry products (SP-09-0057)
3. Bidders must bid the package size requested on commercial products, sizes other than requested will not be considered.
4. Chicken products will not be considered as alternatives for products specified with Turkey.
5. Turkey products will not be considered as alternatives for products specified with Chicken.
6. Soybean Oil products will not be considered as alternatives for products specified with Vegetable Oil.
7. Vegetable Oil products will not be considered as alternatives for products specified with Soybean Oil.
8. "All or None" bids will not be considered. Bidder specified conditions will not be accepted.

**METHOD OF AWARD:**

1. This will be a Multi-Vendor award; up to 4 vendors may be awarded per item.
2. Awards will be based on adherence to the required specifications and the 4 highest discount percentages per line item.
3. Bidders must bid by line item. No substitution of product bid will be allowed at any point during the term of the contract.
4. Agencies will be allowed to purchase from any of the awarded vendors during the term of the contract. The decision of which vendor to purchase from will be made solely at the agency's discretion.
5. Bidders must be able to deliver to all agencies listed in the solicitation.

These terms & conditions, the requirements of the Invitation for Bid (hereby included by this reference), and the Procurement Laws and Rules of the State of Arkansas will govern this contract.

Human Development Center - Jonesboro

Contract update

AASIS NUMBER	CATEGORY	DESCRIPTION	UNIT OF MEASURE	QUANTITY	Manufacturer Spec Sheets Required	Nutritional Spec Sheets Required	Bidder's Description	Brand Name Being Bid	Average Case weight	CN Labeled Yes or No	NAMP Number	Portions Per Case	Vendor	Contract Cost Per Lbs	Estimated Contract Total
10002355	Chicken	NAMP (P1015) Skinless, Chicken breast, raw, boned,skinned, 5oz. Individual quick frozen, layer packed 48/5 oz per case only, <b>15lb. Case minimum</b> , Tyson or equal	Pound	1400	Yes	Yes	Supc #9562877 boneless, skinless chicken breast frozen	Sysco Classic	15#	No	P1015	48/5oz.	Sysco	\$ 2.45	\$ 3,423.00
10002359	Chicken	Chicken Fajita Strips, <b>10 lb. case minimum</b> , Seasoned, 1 oz., quick frozen	Pound	600	Yes	Yes	Supc #6472191 chicken fajita breast strips cooked	Casa Solona	10#	Yes	N/A	2/5#	Sysco	\$ 2.77	\$ 1,662.00
10002363	Chicken	Chicken nuggets 3/4 oz. breaded; <b>10lb. case minimum</b> , Tyson or approved equal, Sample may be requested prior to award	Pound	1200	Yes	Yes	Supc #8199010 precooked chicken breast nuggets	Kings Delight	10#	Yes	N/A	265/68oz. 53sv./case	Sysco	\$ 1.27	\$ 1,524.00
10002371	Chicken	NAMP (P1009), Chicken, quartered tryers, dressed, drawn, without giblets, individually quick frozen in natural portion 60/pcs, per case, breast quarters must come packed in 2 bags of 30 pieces, with each piece weighing approx. 9.25 oz. leg quarters must come packed in 2 bags of 30 pieces, with each piece weighing approx. 8.25 oz, Tyson or approved equal	Pound	800	Yes	Yes	Supc #1017094, quartered chicken, Individually quick frozen	Sysco Classic	31#	No	P1009	60/8.3oz.	Sysco	\$ 1.55	\$ 1,236.00
10126805	Chicken	Breaded Chicken Patties, pre-cooked and prepared from chicken breast. Must be CN labeled or have product information to meet USDA CACFP guidelines. <b>10 lb Case minimum</b>	Pound	800	Yes	Yes	Supc #8199044, chicken breast patty pre-cooked	Kings Delight	10#	Yes	N/A	53/3oz.	Sysco	\$ 1.27	\$ 1,016.00
10125456	Chicken	Chicken, Diced, fully cooked, frozen, 60% white, 40% dark USDA Inspected, 10 lbs	Pound	1200	Yes	Yes	Supc #6454405 chicken meat diced cooked naturally proportioned 60/40	Sysco Classic	10#	No	N/A	10#	Sysco	\$ 2.79	\$ 3,348.00
10002385	Turkey	NAMP (P2015), Turkey breast, USDA Grade A, from young turkey hen or tom, ice packed, weight range <b>10-12lbs, 4 per case</b>	Pound	800	Yes	Yes	Supc #1102995, turkey breast boneless foil wrapped	Sysco Imperial	17.54#	No	P2015	2/8-10#	Sysco	\$ 2.88	\$ 2,304.00
10002388	Turkey	NAMP (P2001), Turkey, toms, heavy from <b>18-25 lbs</b> , fresh or frozen	Pound	200	Yes	Yes	Supc #1857309 tom turkey frozen	Sysco Classic	44.35#	No	P2001	2/20-24#	Sysco	\$ 1.10	\$ 220.00
															<b>\$ 14,733.00</b>



Human Development Center - Jonesboro

Contract update

AASIS NUMBER	CATEGORY	DESCRIPTION	UNIT OF MEASURE	6 month Estimate	Manufacturer Spec Sheets Required	Nutritional Spec Sheets Required	Bidder's Description	Brand Name Being Bid	Average Case weight	CN Labeled Yes or No	NAMP Number	Portions Per Case	Vendor	Contract Cost Per Lbs	Estimated Contract Total
10002374	Egg	Egg Beaters Fleishman's or equal 12/2#, 24lbs. per case minimum	Case	100	Yes	Yes	Supc #2580728 egg liquid no cholesterol	Whl.Farms Cls.	24#	No	N/A	12	Sysco	\$ 44.93	\$ 4,493.00
10002382	Egg	Eggs, pasteurized and frozen, blend of whole fresh eggs in a homogenous mixture of whites and yolks in natural proportions, non-fat dry milk and a stabilizer, USDA Approved, salmonella negative, maximum calories 130, Maximum sodium 100 mg. 100 gm., 6/5# per case, 30lb. case	Case	40	Yes	Yes	Supc #1403880 egg frozen scramble mix	Whl.Farms Cls.	30#	No	N/A	6/5#	Sysco	\$ 44.15	\$ 1,766.00
10002378	Egg	Eggs, fresh shell, USDA Grade A Large, 15 dozen per case, packaged in 1 dozen styro-foam cartons	Dozen	450	Yes	Yes	Supc #1871011 egg fresh shell grade AA	Packer	15/1doz.	No	No	15	Sysco	\$ 1.64	\$ 738.00
10002380	Egg	Eggs, hard boiled, peeled. Packed in a plastic pail (PACK) in suitable liquid with a minimum of 150 large and extra large eggs per pack, 20# per pack, No broken pieces are to be included, expiration date must be at least 30 days from date of delivery	Packs	30	Yes	Yes	Supc #1415637 hard boiled, peeled eggs no broken pieces	Whl.Farms Cls.	1/20#	No	N/A	approx. 188 eggs/case	Sysco	\$ 39.00	\$ 1,170.00
															<b>\$ 8,167.00</b>

Human Development Center - Jonesboro

AASIS NUMBER	CATEGORY	DESCRIPTION	UNIT OF MEASURE	QUANTITY	MFG	Nut Sheets	Bidder's Description	Brand Name Being Bid	Average Case weight	CN Labeled Yes or No	NAMP Number	Portions Per Case	US Food Number	Contract Price	Estimated Total	Vendor
10002355	Chicken	NAMP (P1015) Skinless, Chicken breast, raw, boned,skinned, 5oz. Individual quick frozen, layer packed 48/5 oz per case only, <b>15lb. Case minimum</b> , Tyson or equal	Pound	1400	Yes	Yes	chicken breast 5 ounce bsl mrted savory raw frozen	Tyson	10 pound	no	p1015	32	5159512	\$3.39	\$4,746.00	US Foods
10002359	Chicken	Chicken Fajita Strips, <b>10 lb. case minimum</b> , Seasoned, 1 oz., quick frozen	Pound	600	Yes	Yes	chicken fajita strips frozen formed	Tyson	10 pound	no		53	4252557	\$4.67	\$2,799.90	US Foods
10002363	Chicken	Chicken nuggets 3/4 oz. breaded; <b>10lb. case minimum</b> , Tyson or approved equal, Sample may be requested prior to award	Pound	1200	Yes	Yes	chicken nugget, breaded .70oz white and dark meat	Tyson	10 pound	yes		42	2228658	\$2.20	\$2,635.44	US Foods
10002371	Chicken	NAMP (P1009), Chicken, quartered fryers, dressed, drawn, without giblets, individually quick frozen in natural portion 60/pcs, per case, breast quarters must come packed in 2 bags of 30 pieces, with each piece weighing approx. 9.25 oz. leg quarters must come packed in 2 bags of 30 pieces, with each piece weighing approx. 8.25 oz, Tyson or approved equal	Pound	800	Yes	Yes	chicken, breast and leg qrt marinted	Tyson	33.50 pounds	no	p1009	83	3053048	\$1.66	\$1,330.56	US Foods
10126805	Chicken	Breaded Chicken Patties, pre-cooked and prepared from chicken breast. Must be CN labeled or have product information to meet USDA CACFP guidelines. <b>10 lb Case minimum</b>	Pound	800	Yes	Yes	chicken, pty brdd bwnd fzn	Tyson	20.5 pounds	yes		100	4350354	\$1.91	\$1,527.68	US Foods
10125456	Chicken	Chicken, Diced, fully cooked, frozen, 60% white, 40% dark USDA Inspected, 10 lbs	Pound	1200	Yes	Yes	chicken, diced .5 natural proportion cooked	Tyson	10 pound	no		53	7002181	\$3.41	\$4,090.44	US Foods
10002385	Turkey	NAMP (P2015), Turkey breast, USDA Grade A, from young turkey hen or tom, ice packed, weight range <b>10-12lbs, 4 per case</b>	Pound	1,260	Yes	Yes										
10002388	Turkey	NAMP (P2001), Turkey, toms, heavy from <b>18-25 lbs</b> , fresh or frozen	Pound	1,260	Yes	Yes	turkey, whole tom frozen	Jennie-o	2-20/22 pd	no		2 each	5065909	\$1.10	\$1,381.21	US Foods
															<b>\$18,511.23</b>	

Human Development Center - Jonesboro

AASIS NUMBER	CATEGORY	DESCRIPTION	UNIT OF MEASURE	6 month Estimate	MFG	Nut Sheets	Bidder's Description	Brand Name Being Bid	Average Case weight	CN Labeled Yes or No	NAMP Number	Portions Per Case	US Food Number	Contract Price	Estimated Total	Vendor
10002374	Egg	Egg Beaters Fleishman's or equal 12/2#, 24lbs. per case minimum	Case	100	Yes	Yes								No Bid		
10002382	Egg	Eggs, pasteurized and frozen, blend of whole fresh eggs in a homogenous mixture of whites and yolks in natural proportions, non-fat dry milk and a stabilizer, USDA Approved, salmonella negative, maximum calories 130, Maximum sodium 100 mg. 100 gm., 6/5# per case, 30lb. case	Case	40	Yes	Yes								No Bid		
10002378	Egg	Eggs, fresh shell, USDA Grade A Large, 15 dozen per case, packaged in 1 dozen styro-foam cartons	Dozen	450	Yes	Yes	Eggs, fresh shell, USDA Grade A Large, 15 dozen per case, packaged in 1 dozen styro-foam cartons	Farm Fresh	24.5	no		180	4064259	\$1.39	\$624.15	US Foods
10002380	Egg	Eggs, hard boiled, peeled. Packed in a plastic pail (PACK) in suitable liquid with a minimum of 150 large and extra large eggs per pack, 20# per pack, No broken pieces are to be included, expiration date must be at least 30 days from date of delivery	Packs	30	Yes	Yes								No Bid		
															\$ 624.15	

North East AR Community Correction Center - Osceola

Contract update

AASIS NUMBER	CATEGORY	DESCRIPTION	UNIT OF MEASURE	QUANTITY	MFG	Nutrition	Bidder's Description	Brand Name Being Bid	Average Case weight	CN Labeled Yes or No	NAMP Number	Portions Per Case	Vendor	Contract Cost Per Lbs	Estimated Contract Total
10002353	Chicken	NAMP (P1005), Chicken, 8 piece cut - breaded, raw, packed 96 portions per case, quick frozen, Goldkist or equal. <b>35 Pounds Minimums</b>	Pound	4,800	Yes	Yes	Supc #4932471 raw breaded 8 pc cut up	Sysco Classic	35#	No	P1005	Approx. 96	Sysco	\$ 1.85	\$ 8,880.00
10002354	Chicken	Chicken breast fillets, grilled, pre-cooked, <b>9lb. case minimum</b> , quick frozen, 53/3 oz., whole meat only, not processed and formed	Pound	1,590	Yes	Yes	Supc #8196180 pre-cooked chicken breast with grill marks	Kings Delight	10#	Yes	N/A	64ct.	Sysco	\$ 2.71	\$ 4,308.90
10002357	Chicken	Chicken Breast Strips, 1 oz., <b>10lb. case minimum</b> , boneless and skinless, individual quick frozen, Tyson or approved equal -Breaded	Pound	1,200	Yes	Yes	Supc #4378832 chicken tender 1 oz breaded	Kings Delight	10#	Yes	N/A	160/1oz.	Sysco	\$ 2.52	\$ 3,018.00
10002359	Chicken	Chicken Fajita Strips, <b>10 lb. case minimum</b> , Seasoned, 1 oz., quick frozen	Pound	1,200	Yes	Yes	Supc #6472191 chicken fajita breast strips cooked	Casa Solona	10#	Yes	N/A	2/5#	Sysco	\$ 2.77	\$ 3,324.00
10002363	Chicken	Chicken nuggets 3/4 oz. breaded; <b>10lb. case minimum</b> , Tyson or approved equal. Sample may be requested prior to award	Pound	800	Yes	Yes	Supc #8199010 precooked chicken breast nuggets	Kings Delight	10#	Yes	N/A	265/.68oz. 53sv./case	Sysco	\$ 1.27	\$ 1,016.00
10002370	Chicken	NAMP (P1009), Chickens, quartered, dressed, drawn, ice packed without giblets, packed approximately 16 per case, 8 quarters per package, FRESH, not frozen. <b>30 Pounds minimum</b>	Pound	960	Yes	Yes	Supc #1860253 chicken without gibbs fresh	Sysco Classic	42.05#	No	P1009	16/2.5#avg	Sysco	\$ 1.17	\$ 1,123.20
10103147	Chicken	Chicken Breast, halves, breaded, individual quick frozen USDA Grade A, packed 63/9.0oz per case, <b>35 lb. case minimum</b> , #1724 or approved equal	Pound	1,512	Yes	Yes	Supc #2251163 chicken breast halves breaded	Goldkist	36#	No	N/A	64/9oz.	Sysco	\$ 2.59	\$ 3,916.08
10126803	Chicken	Breaded chicken nuggets, pre-cooked and prepared from chicken breasts. Must be CN labeled or have product information to meet USDA CACFP specifications. <b>10 lb Case minimum</b>	Pound	1,200	Yes	Yes	Supc #1075589 chicken breast nugget breaded	Tyson	10#	Yes	N/A	255/.65oz.	Sysco	\$ 1.27	\$ 1,524.00
10126805	Chicken	Breaded Chicken Patties, pre-cooked and prepared from chicken breast. Must be CN labeled or have product information to meet USDA CACFP guidelines. <b>10 lb Case minimum</b>	Pound	1,200	Yes	Yes	Supc #8199044, chicken breast patty pre-cooked	Kings Delight	10#	Yes	N/A	53/3oz.	Sysco	\$ 1.27	\$ 1,524.00

10125456	Chicken	Chicken, Diced, fully cooked, frozen, 60% white, 40% dark USDA Inspected, 10 lbs	Pound	240	Yes	Yes	Supc #6454405 chicken meat diced cooked naturally proportioned 60/40	Sysco Classic	10#	No	N/A	10#	Sysco	\$ 2.79	\$ 669.60
10002385	Turkey	NAMP (P2015), Turkey breast, USDA Grade A, from young turkey hen or tom, ice packed, weight range 10-12lbs, 4 per case	Pound	1,260	Yes	Yes	Supc #1102995, turkey breast boneless foil wrapped	Sysco Imperial	17.54#	No	P2015	2-8-10#	Sysco	\$ 2.88	\$ 3,628.80
10002388	Turkey	NAMP (P2001), Turkey, toms, heavy from 18-25 lbs, fresh or frozen	Pound	1,260	Yes	Yes	Supc #1857309 tom turkey frozen	Sysco Classic	44.35#	No	P2001	2/20-24#	Sysco	\$ 1.10	\$ 1,386.00
														\$ 34,318.58	

North East AR Community Correction Center - Osceola

Contract update

AASIS NUMBER	CATEGORY	DESCRIPTION	UNIT OF MEASURE	6 month Estimate	MFG	Nutrition	Bidder's Description	Brand Name Being Bid	Average Case weight	CN Labeled Yes or No	NAMP Number	Portions Per Case	Vendor	Contract Cost Per Lbs	Estimated Contract Total
10002382	Egg	Eggs, pasteurized and frozen, blend of whole fresh eggs in a homogenous mixture of whites and yolks in natural proportions, non-fat dry milk and a stabilizer, USDA Approved, salmonella negative, maximum calories 130, Maximum sodium 100 mg. 100 gm., 6/5# per case, 30lb. case	Case	315	Yes	Yes	Supc #1403880 egg frozen scramble mix	Whl. Farms Cls.	30#	No	N/A	6/5#	Sysco	\$ 44.30	\$ 13,954.50
10002377	Egg	Eggs, fresh shell, USDA A large, 15 dozen per case, loose	Dozen	900	Yes	Yes	Supc #2105823 fresh shell eggs grade AA large loose	Whl. Farms Cls.	1/15doz.	No	N/a	15	Sysco	\$ 1.60	\$ 1,435.50
														<b>\$ 15,390.00</b>	

North East AR Community Correction Center - Osceola

AASIS NUMBER	CATEGORY	DESCRIPTION	UNIT OF MEASURE	QUANTITY	MFG	Nutrition	Bidder's Description	Brand Name Being Bid	Average Case weight	CN Labeled Yes or No	NAMP Number	Portions Per Case	US Foods Number	Contract Price	Estimated Total	Vendor
10002353	Chicken	NAMP (P1005), Chicken, 8 piece cut - breaded, raw, packed 96 portions per case, quick frozen, Goldkist or equal. 35 Pounds Minimums	Pound	4,800	Yes	Yes	chicken, 8 piece 2.4-2.8 oz breaded iqf	Tyson	37	no	p1005	96	1025279	\$ 1.85	\$ 8,870.40	US Foods
10002354	Chicken	Chicken breast fillets, grilled, pre-cooked, 9lb. case minimum, quick frozen, 53/3 oz., whole meat only, not processed and formed	Pound	1,590	Yes	Yes	chicken, breast 3 oz fillet grill flavoring cooked	Tyson	11.25	no		53	241794	\$ 5.64	\$ 8,974.12	US Foods
10002357	Chicken	Chicken Breast Strips, 1 oz., 10lb. case minimum, boneless and skinless, individual quick frozen, Tyson or approved equal -Breaded	Pound	1,200	Yes	Yes	chicken breast strip 1.11 oz breaded	Tyson	10.68	yes		50	4168357	\$ 2.53	\$ 3,030.72	US Foods
10002359	Chicken	Chicken Fajita Strips, 10 lb. case minimum, Seasoned, 1 oz., quick frozen	Pound	600	Yes	Yes	chicken fajita strips frozen formed	Tyson	10 pound	no		53	4252557	\$ 3.60	\$ 2,157.54	US Foods
10002363	Chicken	Chicken nuggets 3/4 oz. breaded; 10lb. case minimum, Tyson or approved equal, Sample may be requested prior to award	Pound	1200	Yes	Yes	chicken nugget, breaded .70oz white and dark meat	Tyson	10 pound	yes		42	2228658	\$ 2.28	\$ 2,730.24	US Foods
10002371	Chicken	NAMP (P1009), Chicken, quartered fryers, dressed, drawn, without giblets, individually quick frozen in natural portion 60/pcs, per case, breast quarters must come packed in 2 bags of 30 pieces, with each piece weighing approx. 9.25 oz. leg quarters must come packed in 2 bags of 30 pieces, with each piece weighing approx. 8.25 oz, Tyson or approved equal	Pound	800	Yes	Yes	chicken, breast and leg qrt marinted	Tyson	33.50 pounds	no	p1009	83	3053048	\$ 1.66	\$ 1,330.56	US Foods
10103147	Chicken	Chicken Breast, halves, breaded, individual quick frozen USDA Grade A, packed 63/9.0oz per case, 35 lb. case minimum, #1724 or approved equal	Pound	1,512	Yes	Yes	chicken breast half w/back breaded 9 oz rtc	Tyson	27 pound	no		63	1252477	\$ 2.86	\$ 4,330.97	US Foods
10126803	Chicken	Breaded chicken nuggets, pre-cooked and prepared from chicken breasts. Must be CN labeled or have product information to meet USDA CACFP specifications. 10 lb Case minimum	Pound	1,200	Yes	Yes	chicken nugget, breaded .70oz white and dark meat	Tyson	10 pound	yes		42	2228658	\$ 2.22	\$ 2,661.12	US Foods

10126805	Chicken	Breaded Chicken Patties, pre-cooked and prepared from chicken breast. Must be CN labeled or have product information to meet USDA CACFP guidelines. 10 lb Case minimum	Pound	800	Yes	Yes	chicken, pty brdd bwnd fzn	Tyson	20.5 pounds	yes		100	4350354	\$ 1.91	\$ 1,527.68	US Foods
10125456	Chicken	Chicken, Diced, fully cooked, frozen, 60% white, 40% dark USDA Inspected, 10 lbs	Pound	1200	Yes	Yes	chicken, diced .5 natural proportion cooked	Tyson	10 pound	no		53	7002181	\$ 3.41	\$ 4,090.44	US Foods
10002385	Turkey	NAMP (P2015), Turkey breast, USDA Grade A, from young turkey hen or tom, ice packed, weight range 10-12lbs, 4 per case	Pound	1,260	Yes	Yes	turkey, whole hen frozen	Jennio	4-10/12 pd	no		4 each				
10002388	Turkey	NAMP (P2001), Turkey, toms, heavy from 18-25 lbs, fresh or frozen	Pound	1,260	Yes	Yes	turkey, whole tom frozen	Jennio	2-20/22 pd	no		2 each	5065909	\$ 1.10	\$ 1,381.21	US Foods
															<b>\$ 41,085.00</b>	

North East AR Community Correction Center - Osceola

AASIS NUMBER	CATEGORY	DESCRIPTION	UNIT OF MEASURE	6 month Estimate	MFG	Nutrition	Bidder's Description	Brand Name Being Bid	Average Case weight	CN Labeled Yes or No	NAMP Number	Portions Per Case	US Foods Number	Contract Price	Estimated Total	Vendor
10002382	Egg	Eggs, pasteurized and frozen, blend of whole fresh eggs in a homogenous mixture of whites and yolks in natural proportions, non-fat dry milk and a stabilizer, USDA Approved, salmonella negative, maximum calories 130, Maximum sodium 100 mg. 100 gm., 6/5# per case, 30lb. case	Case	315	Yes	Yes										
10002377	Egg	Eggs, fresh shell, USDA A large, 15 dozen per case, loose	Dozen	900	Yes	Yes	Eggs, fresh shell, USDA A large, 15 dozen per case, loose	Glenview Farms	22.5	no		180	82013	\$ 1.37	\$ 1,235.16	US Foods
															<b>\$ 1,235.16</b>	

## Terms & Conditions

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quota F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall 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 bidder hereby 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 it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.



## Terms & Conditions

12. **AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. 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 and any additional cost will be borne by the vendor.
15. **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.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation forbid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, 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 use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **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.
24. **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 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.

## Terms & Conditions

25.DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26.CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27.ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order 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.