



# ARIZONA DEPARTMENT OF EDUCATION

## Procurement Section

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

### CONTRACT/AGREEMENT MODIFICATION

1. AGREEMENT NO.: ED04-0055	2. MODIFICATION NO.: 2	3. EFFECTIVE DATE: January 1, 2006	4. PROGRAM OFFICE: Food Distribution Program
5. CONTRACTOR NAME AND ADDRESS:  U.S. FOODSERVICE 4650 W. BUCKEYE ROAD PHOENIX, AZ 85043			
6. AUTHORITY FOR MODIFICATION: <u>Special Terms and Conditions, Paragraph 7</u>			
7. PURPOSE OF MODIFICATION: <u>Modify Pricing through June 30, 2006</u>			

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. "Special Terms and Conditions", paragraph 33.B.(1) and "Contract Administration", paragraph 2.B.(1) – Reduce the State Administrative Fee to fifteen cents (\$0.15) per case.
- B. "Attachment 7.1", Prices, Item 001, Preparation site (prep-site) Option. Reduce the per-case price by \$0.10. New Price per Case = \$3.10
- C. "Attachment 7.1", Prices, Item 002, Warehouse Option – Reduce the per-case price by \$0.10. New Price per Case = \$2.95
- D. "Attachment 7.1", Prices, Item 003, Pick-up Option – Reduce the per-case price by \$0.10. New Price per Case = \$2.14
- E. Replace current Revision 1 "Attachment 7.1 Prices" dated 5-31-2005 with the Revision 2 "Attachment 7.1 Prices" dated 12-06-2005.

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

CONTRACTOR:  US FOODSERVICE ARIZONA	ARIZONA DEPARTMENT OF EDUCATION:
SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Thomas M. Kertis</i>	SIGNATURE: <i>Richard Adickes</i>
TYPED NAME: THOMAS M. KERTIS	TYPED NAME: Richard Adickes
TITLE: DIVISION PRESIDENT	TITLE: Procurement Officer
DATE: 12-22-05	DATE: December 6, 2005

# ATTACHMENT 7.1 PRICES

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

CONTRACT NO. ED04-0055

The Offeror shall indicate below the proposed firm fixed per-case drop fee (price), which shall include 60 days free dwell time, transportation, and delivery, for each option:

001	<b>Preparation site (prep-site) Option.</b> For distributing basic and further-processed commodities to food preparation sites with a minimum of ten (10) or twenty (20) cases-per-drop.	\$3.10 Price per Case
002	<b>Warehouse Option.</b> For distributing basic and further-processed commodities to Recipient Agency-operated, or other designated commercial warehouses, with a minimum of one hundred (100) cases-per-delivery.	\$2.95 Price per Case
003	<b>Pick-Up Option.</b> For issuing basic and further-processed commodities across the Offeror's warehouse platform, with a minimum of one hundred (100) cases-per-pick-up.	\$2.14 Price per Case
004	<b>Excess Storage Fee.</b>	\$1.10 Fee per Case
005	<b>Private Storage Fee.</b>	\$1.10 Fee per Case

If ADE makes payment to the Contractor within 7 calendar days after acceptance of goods and/or services and proper Contractor invoice, the above quoted price, excluding sales tax, shall be discounted by 1%.

**Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.**