

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 05/27/15
ITEM FROM FINANCE COMMITTEE MEETING OF 05/18/15**

ISSUE:

9. Request for Approval of Procurement Under State and Cooperative Price Agreements – Food Services and Supplies for Division of Senior Services; Various Vendors. (Thomas Vigil)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of procurement under state and cooperative price agreements for food services and supplies for division of senior services with various vendors to exceed the amount of \$50,000.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

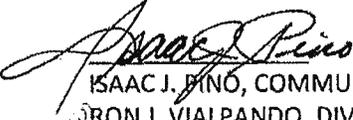
4-13-15

City of Santa Fe, New Mexico

memo

DATE: MAY 14, 2015

TO: ROBERT RODARTE, PURCHAING DIRECTOR

VIA:  ISAAC J. PINO, COMMUNITY SERVICES DEPT. DIRECTOR
IRON J. VIALPANDO, DIVISION OF SENIOR SERVICES DIRECTOR

FROM: THOMAS X. VIGIL, PROGRAM ADMINISTRATOR 

SUBJECT: OVER \$50,000 PURCHASE APPROVAL-VARIOUS VENDORS

As you are aware the Division of Senior services provides both congregate and home delivered meals to eligible senior who live throughout the City of Santa Fe. In support of these efforts we purchase fresh eggs, fresh produce, dairy products, meat and poultry and staple food items for our Senior Nutrition meals programs. Because of the amount of meals prepared and served on an annual basis i.e. congregate meals 62,590 and Meals on Wheels 142,424 we anticipate that we will surpass the \$50K raw food purchase threshold in expenditures related to our various vendors.

For FY 2012-13 the DSS food expenditures with Ben E. Keith \$6,489, Shamrock \$305,006, Sysco \$5,183 and US Foods was \$00. For FY 2013-14 our food expenses were with Ben E. Keith \$44,337, Shamrock \$193,717, Sysco \$43,474 and US Foods was \$00. Currently our food expenses for FY 2014-15 (year to date) are, Ben E. Keith \$4,983, Shamrock \$200,965, Sysco \$29,450 and US Foods is \$33,812. For FY 2015-16 we estimate that will utilize/expend from Ben E. Keith \$67,675, Shamrock \$198,782, Sysco \$47,911 and US Foods will be \$48,956.

Therefore, we are formally requesting approval to purchase over the \$50k of raw/food from the following vendors which will also be used by other City wide departments. Larger transactions over \$50K will be presented to the City Council for approval. Contract summary pages and State Price Agreements that will be utilized through June 30, 2016 are attached for your review.

<u>Vendor Name</u>	<u>Item</u>	<u>Agreement Number</u>
Ben E. Keith, Shamrock, Sysco	Meat and Poultry	40-000-14-00034
Ben E. Keith, Shamrock, Sysco	Dairy Products	40-000-13-00031
Ben E. Keith, Shamrock, Sysco	Frozen Foods	40-000-14-00085
Ben E. Keith, Shamrock, Sysco	Produce, Fresh	40-000-14-00035
Ben E. Keith, Shamrock, Sysco	Eggs, Fresh	40-000-14-00034
Ben E. Keith, Shamrock, Sysco	Staple Food	40-000-13-00033
US Foods	All of the above items	13924-4

Please note, by City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City Policy, procurement from State Price Agreements or Cooperative Contracts over \$50,000, require City Council approval (City Purchasing Manual Section 11.1).

c: Luigi Gonzales, DSS Project Manager

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Various: Food Vendors Sysco, US Foods, Shamrock, Ben E. Keith, City Wide

Procurement Title: Food Services and Supplies

Solicitation RFP/RFB#: State Price Agreements and Cooperative Procurement

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other X SPA's

Department Requesting/Staff Member Senior Services, GCCC, City Wide Services

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids and proposals, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

SOLICITATION*

- | YES | N/A | |
|--------------------------|----------------------------|--|
| <input type="checkbox"/> | X <input type="checkbox"/> | Project Beginning History (council requests etc) |
| <input type="checkbox"/> | X <input type="checkbox"/> | Budget Determination (FIR) attach |
| <input type="checkbox"/> | X <input type="checkbox"/> | Solicitation document (RFP, IFB), |
| <input type="checkbox"/> | X <input type="checkbox"/> | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/> | X <input type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP: |
| <input type="checkbox"/> | X <input type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents |
| <input type="checkbox"/> | X <input type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice |
| <input type="checkbox"/> | X <input type="checkbox"/> | Other: _____ |

EVALUATION*

- | YES | N/A | |
|--------------------------|----------------------------|---|
| <input type="checkbox"/> | X <input type="checkbox"/> | Blank evaluation form |
| <input type="checkbox"/> | X <input type="checkbox"/> | Evaluator's names and profiles |
| <input type="checkbox"/> | X <input type="checkbox"/> | Evaluation procedures or evaluation instructions |
| <input type="checkbox"/> | X <input type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input type="checkbox"/> | X <input type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost) |
| <input type="checkbox"/> | X <input type="checkbox"/> | Screen print of Bidder/Offeror's detailed information |
| <input type="checkbox"/> | X <input type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items |
| <input type="checkbox"/> | X <input type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | X <input type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | X <input type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | X <input type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | X <input type="checkbox"/> | Individual evaluations included for each RFP. |
| <input type="checkbox"/> | X <input type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | X <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | X <input type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning proposal (this is a copy that has all confidential/proprietary information excluded)
- Screen print of Contract Award Notice
- Screen print of Award Notice published on agency website
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- Correspondence with Procurement Office regarding waiver
- If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: _____

DISCLOSURES

YES N/A

- Contractor Disclosures & Conflicts of Interest**
- Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
- Contractor –Conflicts of Interest**
- Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**
- Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor –Conflicts of Interest**
- Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: _____

CONTRACT

YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: _____

MISCELLANEOUS FILE*

YES N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Sole Source determination form approved by Procurement Officer
- Exempt determination memo approved by Procurement Officer
- Other: State Price Agreements on file _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

YES N/A

Documentation from protester filed with the Purchasing Office

Letter from Department to Purchasing Office Providing response to protest

Letter from Purchasing Officer to protester and Department on final outcome

Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES N/A

Original bid(s) or proposal(s) with no redactions.

Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters)

RON J. VIALPANDO, DIVISION DIRECTOR

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



5/5/15

Purchasing Officer attesting that all information is reviewed



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor 3 Vendors</p> <p>Telephone No. _____</p>
--

Price Agreement Number: 40-000-13-00032

Price Agreement Amendment No.: One

Term: April 1, 2014 – March 31, 2016

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
--

Procurement Specialist: Angela Martinez *AM*

Telephone No.: (505) 827-0499

<p>Invoice: As Requested</p>

Title: Meat and Poultry

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 1, 2015 to March 31, 2016 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 02/19/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00032

Page-7

Awarded Vendors:

(AA)

0000044061
Ben E. Keith Foods
3205 Broadway SE
Albuquerque, NM 87105
(505) 843-7766

Delivery: 2 Days
Minimum delivery fee: \$40.00

(AB)

0000054645
Shamrock Foods
2 Shamrock Way NW
Albuquerque, NM 87121
(505) 345-4488

Delivery: 1 – 2 Days ARO
Minimum delivery fee: \$85.00

(AC)

0000044002
Sysco New Mexico
601 Comanche Rd NE
Albuquerque, NM 87031
(505) 761-1200

Delivery: 7 Days ARO
Minimum delivery fee: \$70.00



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor 3 Vendors</p> <p>Telephone No. _____</p>
--

Price Agreement Number: 40-000-13-00031

Price Agreement Amendment No.: One

Term: April 1, 2014 – March 31, 2016

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
--

Procurement Specialist: Angela Martinez *A.M.*

Telephone No.: (505) 827-0499

<p>Invoice: As Requested</p>

Title: Dairy Products

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 1, 2015 to March 31, 2016 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 02/19/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00031

Page-7

Awarded Vendors:

(AA)

0000044061

Ben E. Keith Foods
3205 Broadway SE
Albuquerque, NM 87105
(505) 843-7766

Delivery: 2 Days
Minimum delivery fee: \$40.00

(AB)

0000054645

Shamrock Foods
2 Shamrock Way NW
Albuquerque, NM 87121
(505) 345-4488

Delivery: 1 - 2 Days ARO
Minimum delivery fee: \$85.00

(AC)

0000044002

Sysco New Mexico
601 Comanche Rd NE
Albuquerque, NM 87031
(505) 761-1200

Delivery: 7 Days ARO
Minimum delivery fee: \$70.00



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor 3 Vendors</p> <p>Telephone No. _____</p>
--

Price Agreement Number: 40-000-14-00085

Price Agreement Amendment No.: One

Term: May 7, 2014 – May 6, 2016

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
--

Procurement Specialist: Angela Martinez *AM*

Telephone No.: (505) 827-0499

<p>Invoice: As Requested</p>

Title: Frozen Foods

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 7, 2015 to May 6, 2016 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date:

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 AM

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-14-00085

Page-7

Awarded Vendors:

(AA)

0000044061

Ben E. Keith Foods

3205 Broadway SE

Albuquerque, NM 87105

(505) 843-7766

Delivery: 2 Days

Minimum delivery fee: \$40.00

(AB)

0000054645

Shamrock Foods

2 Shamrock Way NW

Albuquerque, NM 87121

(505) 345-4488

Delivery: 1 - 2 Days ARO

Minimum delivery fee: \$85.00

(AC)

0000044002

Sysco New Mexico

601 Comanche Rd NE

Albuquerque, NM 87031

(505) 761-1200

Delivery: 1 - 2 Days ARO

Minimum delivery fee: \$70.00



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor 3 Vendors</p> <p>Telephone No. _____</p>
--

Price Agreement Number: 40-000-14-00035

Price Agreement Amendment No.: Two

Term: April 5, 2014 – April 4, 2016

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
<p>Invoice: As Requested</p>

Procurement Specialist: Angela Martinez *AM*

Telephone No.: (505) 827-0499

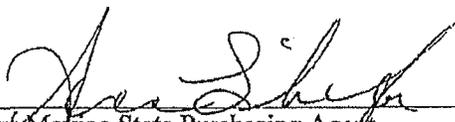
Title: Produce, Fresh

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately. Correct amendment number one's Price Agreement Number from 40-000-13-00035 to 40-000-14-00035 which was typed inadvertently.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 04/10/15

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-14-00035

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Awarded Vendors:

(AA)

0000044061
Ben E. Keith Foods
3205 Broadway SE
Albuquerque, NM 87105
(505) 843-7766

Delivery: 2 Days
Minimum delivery fee: \$40.00

(AB)

0000054645
Shamrock Foods
2 Shamrock Way NW
Albuquerque, NM 87121
(505) 345-4488

Delivery: 1 – 2 Days ARO
Minimum delivery fee: \$85.00

(AC)

0000044002
Sysco New Mexico
601 Comanche Rd NE
Albuquerque, NM 87031
(505) 761-1200

Delivery: 7 Days ARO
Minimum delivery fee: \$70.00



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor 3 Vendors Telephone No. _____

Price Agreement Number: 40-000-14-00034

Price Agreement Amendment No.: Two

Term: April 5, 2014 – April 4, 2016

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
Invoice: As Requested

Procurement Specialist: Angela Martinez *AM*

Telephone No.: (505) 827-0499

Title: Eggs, Fresh

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately. Correct amendment number one's Price Agreement Number from 40-000-13-00034 to 40-000-14-00034 which was typed inadvertently.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 04/10/15

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-14-00034

Page-7

Awarded Vendors:

(AA)

0000044061
Ben E. Keith Foods
3205 Broadway SE
Albuquerque, NM 87105
(505) 843-7766

Delivery: 2 Days
Minimum delivery fee: \$40.00

(AB)

0000054645
Shamrock Foods
2 Shamrock Way NW
Albuquerque, NM 87121
(505) 345-4488

Delivery: 1 – 2 Days ARO
Minimum delivery fee: \$85.00

(AC)

0000044002
Sysco New Mexico
601 Comanche Rd NE
Albuquerque, NM 87031
(505) 761-1200

Delivery: 7 Days ARO
Minimum delivery fee: \$70.00



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor 3 Vendors Telephone No. _____

Price Agreement Number: 40-000-13-00033

Price Agreement Amendment No.: One

Term: April 1, 2014 – March 31, 2016

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
--

Procurement Specialist: Angela Martinez *AM*

Telephone No.: (505) 827-0499

Invoice: As Requested

Title: Staple Food

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 1, 2015 to March 31, 2016 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 02/19/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00033

Page-7

Awarded Vendors:

(AA)

0000044061
Ben E. Keith Foods
3205 Broadway SE
Albuquerque, NM 87105
(505) 843-7766

Delivery: 2 Days
Minimum delivery fee: \$40.00

(AB)

0000054645
Shamrock Foods
2 Shamrock Way NW
Albuquerque, NM 87121
(505) 345-4488

Delivery: 1 – 2 Days ARO
Minimum delivery fee: \$85.00

(AC)

0000044002
Sysco New Mexico
601 Comanche Rd NE
Albuquerque, NM 87031
(505) 761-1200

Delivery: 7 Days ARO
Minimum delivery fee: \$70.00

STATE OF NORTH CAROLINA

Rev. 10/12

WAKE COUNTY

**CONTRACT AMENDMENT # 2
NC State Contract Control #13924-2**

This contract amendment is made and entered into this the _____ day of _____ 20 15, by and between Provider Select, LLC, 13034 Ballantyne Corporate Place, Charlotte, NC 28277 (hereinafter referred to as "Contractor"), and NORTH CAROLINA STATE UNIVERSITY, c/o University Dining, Attn: Randy Lait, Campus Box 7307, Raligh, NC, 27695- 7307 (hereinafter referred to as "NC State");

WHEREAS, NC State and the Contractor have entered an agreement dated December 1, 20 10, (hereafter, the "Contract"), for the Contractor to perform certain professional services. A copy of the Contract is attached and made a part of this Amendment;

WHEREAS, the parties hereto desire to reduce the terms of this amendment to writing;

THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to amend the Contract, as follows:

1. ~~NC State wishes to exercise its option to renew for the periods July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017.~~

Except as specifically changed by this Amendment, all other terms, conditions and other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, NC State and the Contractor have executed this amendment in duplicate originals, one of which is retained by each of the parties the day and year first written above.

NORTH CAROLINA STATE UNIVERSITY
c/o University Dining

PROVIDER SELECT LLC

Recommended by:

Randy Lait
Randy Lait, Project Coordinator

Date: 2/2/2015

Authorized by:

By: *Jon Garrett*

Name: Jon Garrett

Title: Vice President

Authorized by:

Mary Peloguin-Dodd
Mary Peloguin-Dodd
Name: Charles D. Leffler

Acting Vice Chancellor, Finance and Business

Date: 02/05/2015

Date: 1/23/2015

STATE OF NORTH CAROLINA
WAKE COUNTY

NCSU Contract Control #13924

8/98

Rev: 9/10

NORTH CAROLINA STATE UNIVERSITY

CONTRACT

THIS AGREEMENT ("Agreement"), made and entered into this 1st day of December 2010, by and between Provider Select, LLC, 13034 Ballantyne Corporate Place, Charlotte, North Carolina 28277 ("Contractor"), and the North Carolina State University, c/o University Dining, Campus Box 7307, Raleigh, North Carolina 27695-7307 ("University").

WITNESSETH

THAT WHEREAS, the Contractor has submitted to the University a proposal for the performance of certain services; and,

WHEREAS, the University desires to enter into a contract with Contractor for the performance of these services; and,

WHEREAS, the parties hereto desire to reduce the terms of this agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. Contractor agrees to provide the University with access to its group purchasing program for food service and to provide related services as outlined in the following documents:

NCSU RFP #63-JGD99906 dated August 12, 2010
NCSU RFP #63-JGD99906 Amendment #1 dated August 27, 2010
Premier response dated September 23, 2010
Premier response to Clarification Request #1 dated October 19, 2010
Premier Essentials Modified Letter of Participation signed by University

Referenced documents are incorporated by reference as if verbatim, and the University agrees to utilize the Contractor for such purposes.

2. In cases of conflict between specific provisions of the Contractor's proposal and this Agreement, this Agreement shall control.

3. Intentionally Omitted. Payment provisions are addressed in the documents referenced in Section 1 above.

4. The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The

NCSU Contract Control #13924

Contractor's individual(s) designated as key personnel for the purposes of this contract is Joan Ralph V.P. Continuum of Care Services. Randy Lait, Director of Dining Services, North Carolina State University, is designated the Project Coordinator for the University.

5. Contractor shall not subcontract this Agreement without prior written approval of the University's Contract Administrator; provided, however, that University acknowledges and agrees that as a group purchasing organization any products or services purchased by University will be purchased directly from Contractors vendors who participate in Contractors food service program as further referenced in the documents listed in Section 1 of this Agreement.

6. University's participation in the Contractor's group purchasing program for food service and related services by Contractor shall commence on the 1st day of December, 2010, and shall be completed by the 30th day of June, 2015. In addition, the University reserves the right to renew for three (3) additional one-year periods, not to exceed the 30th day of June 2018.

7. (a) The University may terminate this agreement at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement for any reason, including the voluntary or involuntary declaration of bankruptcy, the University shall have the right to terminate this contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

(b) In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to University. Notwithstanding the foregoing, in no event will the total amount due to Contractor exceed the total amount due Contractor under this Agreement. The Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due to the Contractor for the purpose of setoff until such time as the University can determine the exact amount of damages due the University because of the breach.

NCSU Contract Control #13924

8. Any information, data, instruments, documents, studies, reports or deliverables given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential proprietary information of the University and not divulged or made available to any individual or organization without the prior written approval of the University. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the University and not the Contractor.

9. Intentionally Omitted.

10. Except as otherwise permitted in this Agreement, Contractor shall not assign or transfer any interest in this Agreement. However, upon written request approved by the University, the University may:

- a. Forward the Contractor's payment check directly to any person or entity designated by the Contractor; or,
- b. Include any person or entity designated by Contractor as joint payee on the Contractor's payment.

In no event shall such approval and action obligate the University to anyone other than the Contractor.

11. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, and in said County and State such matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this Agreement, shall be determined in accordance with the laws of the State of North Carolina, without regard to the State's conflicts of laws provisions.

12. The Contractor shall be responsible for the proper custody and care of any property furnished him for use in connection with the performance of this Agreement, or purchased for this Agreement, and will reimburse the University for its loss or damage.

13. The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

14. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

NCSU Contract Control #13924

15. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

16. The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the University.

17. The Contractor shall hold and save the University, its Trustees, officers, agents, and employees, harmless from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Agreement. Contractor, its affiliates and their respective directors, officers, employees and agents shall not be liable to University or to any other entity or person for the acts or omissions solely of the suppliers or distributors ("Vendors") who provide goods and services to University as part of Contractor's food service program. As part of Contractor's food service program, Vendors agree to indemnification provisions that extend to participants in Contractor's food service program. Copies of such indemnification provisions are available for review upon request. This representation and warranty shall survive the termination or expiration of this contract.

18. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreement.

19. This Agreement may be amended only by written agreement of the parties executed by their authorized representatives.

20. The State or University auditor shall have access to persons and records as a result of all Agreements entered into by the University in accordance with General Statute 147-64.7.

21. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to the University:

Director of Materials Management
North Carolina State University
Campus Box 7212
Raleigh, NC 27695-7212

If to the Contractor: Joan Ralph, V.P. Continuum of Care Services
Premier, Inc.
13034 Ballantyne Corporate Place
Charlotte, NC 28277

With a Copy to: Premier Legal Department
Attn: Vice President, Legal Services
13034 Ballantyne Corporate Place
Charlotte, NC 28277

22. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.

23. PERSONAL IDENTIFIERS: If the University provides the Contractor with personal identifiers as listed in North Carolina General Statute 132-1.10 or any other legally confidential information, Contractor hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from University is necessary for the performance of Contractor duties and responsibilities on behalf of the University. Contractor further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

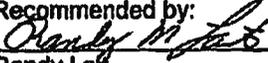
IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

WITNESS:

NORTH CAROLINA STATE UNIVERSITY
c/o: University Dining



Recommended by:


Randy Laft Date: 1-18-11

Project Coordinator

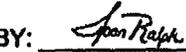
Authorized by:



BY: 
Charles D. Leffler Date: 1/19/11
Vice Chancellor, Finance and Business

WITNESS:

CONTRACTOR

BY: 
Joan Ralph Date: 1/13/11
V.P. Continuum of Care Services

STATE OF NORTH CAROLINA

WAKE COUNTY

NCSU Contract Control #13924-1
CONTRACT AMENDMENT #1
Page 1 of 2

08/98
Rev: 04/04

CONTRACT AMENDMENT #1

This contract amendment is made and entered into this the 15th day of February, 2011, by and between Provider Select, LLC (through Premiere Inc.) 2320 Cascade Pointe Blvd., PO Box 668800, Charlotte, NC 28266-8800 ("Contractor"), and the North Carolina State University, c/o University Dining, Campus Box 7307, Raleigh, North Carolina 27695-7307 ("University").

WHEREAS, the University and the Contractor have entered an agreement dated December 1, 2010 (hereafter, the "Contract"), for the Contractor to perform certain professional services. A copy of the Contract is attached and made a part of this Amendment;

WHEREAS, the parties hereto desire to reduce the terms of this amendment to writing;

THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to amend the Contract, as follows:

1. Add to page 5: Paragraph 24.

24. As outlined in the proposal response, Contractor shall provide Participating Agencies with the Premier Foodservice Program. This allows participating agencies to access the products and services provided by Premier's group purchasing vendors. U.S. Foodservice is the Contractor's authorized distributor for programs and services provided. Through its distribution network, U.S. Foodservice shall provide: Account Representation, Marketing of Contracts, Product Inventory, Product Delivery, Billing and Invoicing, Reporting Tools, Program Maximization Tools and Product Recall Communications.

2. Except as specifically changed by this Amendment, all other terms, conditions and other provisions of the Contract remain in full force and effect.

CONTRACT AMENDMENT #1
NCSU Contract Control #13924-1
Page 2 of 2

IN WITNESS WHEREOF, The University and the Contractor have executed this amendment in duplicate originals, one of which is retained by each of the parties the day and year first written above.

WITNESS:

NORTH CAROLINA STATE UNIVERSITY
c/o: University Dining

J. Dalton

Recommended by:

Randy Laft

Randy Laft
Project Coordinator

Date: 3-2-11

Authorized by:

Tabitha Lull

BY:

Kathryn S. Hart

Kathryn S. Hart
AUC for Finance and Business
and University Treasurer
CONTRACTOR

Date: 3/2/11

WITNESS:

BY: *Joan Ralph*

Joan Ralph

Date: _____

V.P. Continuum of Care Services

Contract Award
RFP 090414 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

FOOD PRODUCTS AND DISTRIBUTION AND RELATED PRODUCTS AND SERVICES

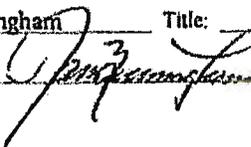
In compliance with the Request for Proposal (RFP) for **FOOD PRODUCTS AND DISTRIBUTION AND RELATED PRODUCTS AND SERVICES** the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: US Foods Date: 08/27/14

Company Address: 9399 W. Higgins Road

City: Rosemont State: IL Zip: 60018

Contact Person: David Bermingham Title: Vice President of Healthcare and Education

Authorized Signature (ink only):  David Bermingham
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 090414 # FOOD PRODUCTS AND DISTRIBUTION AND RELATED PRODUCTS AND SERVICES

US Foods

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be October 21, 2014 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:

[Signature]

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 21st day of October, 2014 NJPA Contract Number 090414 #USE

NJPA Authorized signature:

[Signature]

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 21st day of October, 2014 NJPA Contract Number 090414 #USE

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name US Foods

Vendor Authorized signature:

[Signature]

Thomas Lynch

(Name printed or typed)

Title: SVP National Sales

Executed this 30 day of October, 2014 NJPA Contract Number 090414 #USE