

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18803

Sponsor(s): Frank White, Jr.

Date: April 27, 2015

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a 26 Month Term and Supply Contract for the furnishing of Concession for the Parks + Rec Department to U.S. Foods of Chicago, IL under the Term and Conditions of U.S. Communities Contract No. 13924, a competitively bid contract.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$55,000.00*</p> <p>Prior Year Budget (if applicable): \$130,000.00 Prior Year Actual Amount Spent (if applicable): \$149,197.00 * Concessions will be split between Two (2) Term & Supply Contracts Total Estimated usage \$124,000.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 18135, April 1, 2013; 18134, April 1, 2013; 18133, April 1, 2013 & 18143, April 8, 2013</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Cassandra Cheek, Senior Buyer, 881-3265</p>										
<p>REQUEST SUMMARY</p>	<p>The Parks + Rec Departments requires a Term and Supply Contract for the furnishing of Paper Products, Candy, Snacks, Deli Sandwiches, Chips, Meats & Cheeses, Condiments and Juices for Resale at its' Concession Operations. After issuing Bid. No 10-15 there were some items that were not offered to the County. Purchasing found two Cooperative Contracts offered from US Foods that were able to offer the missing items Parks + Rec needed. Attached is a recap of items and prices offered through the two US Foods programs. Purchasing recommends the use of the U.S. Communities, U.S. Foods Premier Program due to the increase volume discount.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the director of Finance and Purchasing recommends the purchase of Paper Products, Candy, Snacks, Deli Sandwiches, Chips, Meats & Cheeses, Condiments and Juices to U.S. Foods, of Chicago, IL under the terms and conditions set forth in U.S. Communities Contract No. 13924, a competitively bid contract.</p> <p>The Director of Finance and Purchasing recommends the purchase made under this contract due to higher volume discounts offered to larger government entities.</p> <p>This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount.</p>										

	The availability of funds for specific purchases is subject to annual appropriations.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Recap of Pricing between US Foods Premier Program & US Foods Novation Program, Memorandums from Bob McMillin & Tina Spallo from the Parks + Rec Department, Pertinent Pages of the U.S. Communities Contract	
REVIEW	Department Director: <i>Michael Newcom</i>	Date: <i>4-6-15</i>
	Finance (Budget Approval): <i>If applicable</i> <i>N/A Mary Rasmussen</i>	Date: <i>4/6/15</i>
	Division Manager: <i>Marylou Brown</i>	Date: <i>4/21/15</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Paper Products

No.	Description	US Foods - Premier U.S. Communities	US Foods Novation National IPA
8.1	Napkins – Tork Advanced Xpressnap Dispenser Napkin, Interfold, White, 13.5” x 8.5”	\$49.02 6000 CT Tork	\$54.47 6000 CT Tork \$41.32 6000 CT Easynap
8.2	Polystyrene 16 oz. Cold Translucent Cup	\$35.28 12/80 EA Monogram	\$54.00 12/80 EA Monogram
8.3	16 oz. PET Plastic Clear Cup	\$41.67 10/70 EA Monogram	\$60.57 10/70 EA Monogram
8.4	Cup- 12 oz. Hot Perfect Touch Coffee Cup Brand: Dixie	\$47.56 15/40 EA Monogram	\$61.70 15/40 EA Monogram
8.5	Straw – Giant 7.75 Wrapped Plastic – Red or Clear	\$55.30 24/300 EA Solo	\$143.79 24/300 EA Solo \$56.62 24/300 EA Dixie
8.6	Wrap- Foil 14 , 10.5 Flat Pack Cushion Foil Sheet	\$107.92 5/500 EA Brownpaper	\$118.87 5/500 EA Brownpaper \$67.53 5/500 EA Monogram
8.7	Fork – Heavy Weight Polystyrene	\$23.71 1000 CT Monogram	\$30.62 1000 CT Monogram \$13.26 1000 CT Pactiv
8.8	Knife – Heavy Weight Polystyrene	\$25.07 1000 CT Monogram	\$30.62 1000 CT Monogram \$14.62 1000 CT Pactiv
8.9	Spoon – Heavy Weight Polystyrene	\$17.46 1000 CT Monogram	\$20.03 1000 CT Monogram \$14.48

No.	Description	US Foods - Premier U.S. Communities	US Foods Novation National IPA
			1000 CT Pactiv
8.10	Plate – 6” Paper Plate	\$9.18 10/100 EA Huhtamaki	\$11.25 10/100 EA Huhtamaki
8.11	Plate – 9” Paper Plate	\$15.65 10/100 EA Winterfield	\$20.43 10/100 EA Winterfield \$16.71 10/100 EA Monogram
8.12	Plate – 9.0”-10.5” Heavy weight Paper or Molder Fiber Brand: Dixie Ultra or Chinet	\$34.12 4/125 EA Chinet	\$60.34 4/125 EA Chinet \$52.40 500 EA Pactiv
8.13	<i>Nacho Trays</i>	\$20.15 4/125 EA Dart	\$23.67 4/125 EA Dart
		U.S. Food- Premier	U.S. Foods Novation
8.14	Additional Discount on Paper Goods	-	-

Candy Bars

No.	Description	US Foods- Premier	US Foods - Novation
8.15	Snickers Bars	\$32.27/ 48 CT	\$31.66/ 48 CT
8.16	Milky Way Bars	\$24.20/ 36 CT	\$23.75/ 36 CT
8.17	Three Musketeers Bars	\$217.83/ 10/36 EA	\$218.03/ 10/36 EA
8.18	Butterfinger Bars		
8.19	Baby Ruth Bars		
8.20	Mounds Bars		
8.21	Twix Bars	\$24.48/ 36 CT	\$23.75/ 36 CT
8.22	Heath Bars		
8.23	Hershey Bars	\$25.39/ 36 CT	\$24.92/ 36 CT
8.24	Kit Kat Bars	\$298.74 12/36 EA	\$299.01/ 12/36 EA
8.25	Pay Day Bars		

Packaged Candy & Snacks

No.	Description	U.S. Foods - Premier	U.S. Foods - Novation
8.26	M&M’s Plain	\$32.27/ 48 CT	\$31.66/ 48 CT
8.27	M&M’s Peanut	\$32.27/ 48 CT	\$31.66/ 48 CT
8.28	Reese Peanut Butter Cups	\$24.89/ 36 CT	\$24.91/ 36 CT
8.29	Ring Pops		
8.30	Skittles	\$24.12/ 36 CT	\$23.67/ 36 CT
8.31	Starburst	\$236.51/ 10/36 CT	\$236.73/ 10/36 CT
8.32	Twizzlers		
8.33	Cotton Candy	\$26.33/ 24 CT	\$26.35/ 24 CT

No.	Description	U.S. Foods - Premier	U.S. Foods - Novation
8.34	Sour Punch Straws	\$174.26/ 12/24 CT	\$174.42/ 12/24 CT
8.35	Big Chewy Sweetarts		
8.36	Sunflower Seeds	\$10.63/ 12 CT	\$10.64/ 12 CT
8.37	Nature Valley Granola Bars – Oats & Honey, Peanut Butter, Protein	\$29.15/ 144 CT	\$29.72/ 144 CT
8.38	Nutrigrain Bars – Blueberry, Strawberry, Apple	\$48.67/ 96 CT	\$48.71/ 96 CT
8.39	Muffins Individually Wrapped (Assorted Flavors) 4 oz. Brand: Sara Lee or Otis Spunkmeyer	\$18.58/ 24 CT Hilltop HR	\$18.55/ 24 CT Hilltop HR \$15.65 Sara Lee
8.40	Cinnamon Roll Individually Wrapped 3.875 oz. Brand: Sara Lee	\$17.46/ 24 CT	\$18.62/ 24 CT
8.41	Fig Newtons 2.1 oz.	\$34.96/ 120 CT	\$40.28/ 120 CT
8.42	Oreos 2 oz.	\$15.71/ 48 CT	\$20.76/ 48 CT
8.43	Rice Krispie Treats 1.3 oz.	\$33.55/ 80 CT	\$34.17/ 80 CT
8.44	Peanuts Salted 1.75 oz. Brand: Planters	\$19.33/ 48 CT	\$21.38/ 48 CT
8.45	Peanuts Honey Roasted 1.75 oz. Brand: Planters		

Deli Sandwiches

NO	DESCRIPTION	US Foods - Premier	US Foods - Novation
8.46	Country Fried Steak, Individual Serving Brand bid: _____	\$32.83 40/ 4 oz. Brand: CTLMN SLCT	\$32.71 40/ 4 oz. Brand: CTLMN SLCT
8.47	Tuna Salad Sandwich, Individual Serving Brand bid: _____		
8.48	Turkey and Cheese Sandwich, Individual Serving Brand bid: _____		
8.49	Cheeseburger, Individual Serving Brand bid: _____	\$16.34 12/ 4.3 oz. Brand: Ball Park	\$16.80 12/ 4.3 oz. Brand: Ball Park
8.50	Double Cheeseburger, Individual Serving Brand bid: _____		
8.51	Frozen Beef Burrito, Small, Individual Serving Brand bid: _____	\$50.27 48/ 5 oz. Brand: Posada	\$50.93 48/ 5 oz. Brand: Posada

NO	DESCRIPTION	US Foods - Premier	US Foods - Novation
			\$38.60 96/ 5.2 oz. Brand: Cabo Primo
8.52	Frozen Beef Burrito, Large, Individual Serving Brand bid: _____		
8.53	Frozen Sausage and Cheese Biscuits, Individual Serving Brand bid: _____	\$16.61 12/ 4.9 oz. Brand: Jimmy Dean	\$16.57 12/ 4.9 oz. Brand: Jimmy Dean

Chips and Snacks

NO	DESCRIPTION	US Foods - Premier	US Foods - Novation
8.54	Potato Chips, Individual Serving Size Brand Preferred: Lays/ Rachels Flavors available: Plain, BBQ, Ruffles, Jalapeno, Baked	\$25.26 Baked Lays Reg PLN Lays BBQ Lays 64/ 1.125 OZ \$20.01 Rachels JLP 48/ 1.5 OZ \$25.26 Ruffles 64/ 1.5 oz.	\$25.68 Baked Lays Reg PLN Lays BBQ Lays 64/ 1.125 OZ \$20.02 Rachels JLP 48/ 1.5 OZ \$25.68 Ruffles 64/ 1.5 oz.
8.55	Corn Chips, Individual Serving Size Brand Preferred: Fritos Flavors available: Plain & Chili Cheese	\$25.26 Original Fritos 64/ 2 oz.	\$25.68 Original Fritos 64/ 2 oz.
8.56	Tortilla Chips, Individual Serving Size Brand Preferred: Doritos Flavors available: Nacho Cheese & Cool Ranch	\$25.26 Cool Ranch Doritos 64/ 1.75 OZ	\$25.68 Cool Ranch Doritos 64/ 1.75 OZ
8.57	Popcorn, Individual Serving Size Brand bid: _____ _____ Flavors available _____	\$25.26 Smart Food 64/ 1 OZ Cracker Jack 64/ 1.25 OZ White Cheddar Carmel	\$25.68 Smart Food 64/ 1 OZ Cracker Jack 64/ 1.25 OZ White Cheddar Carmel
8.58	Cheese Curls, Individual Serving Size Brand Preferred: Cheetos		

NO	DESCRIPTION	US Foods - Premier	US Foods - Novation
	Flavors available _____		
8.59	Pretzels, Individual Serving Size Brand Preferred: Rold Gold Flavors available _____	\$25.26 Rold Gold 64/ 2 OZ	\$25.68 Rold Gold 64/ 2 OZ
8.60	Trail Mix, Individual Serving Size Brand Preferred: Planters Flavors available	\$33.61 Planters 72/ 2 OZ	\$36.89 Planters 72/ 2 OZ

Meats & Cheeses

No.	Description	US Foods - Premier	US Foods - Novation
8.61	Polish Sausage, Pork and Beef, No TVC or Hidden Filler, Ratio, 4 to 1 Pound Brand Preferred: Farmland Pounds Per Case: 10	\$26.51 10 LB Brand: Farmland	\$23.79 10 LB Brand: Farmland
8.62	Tuna, Chunk Light in Water, 6 cans 66.5 oz. cans Brand Bid: _____ Pounds Per Case:	\$57.15 6/ 66.5 OZ. Brand: Chix Sea	\$58.61 6/ 66.5 OZ. Brand: Chix Sea
8.63	Chicken, Diced, 5" White Meat, Cooked Frozen Brand Bid: _____ Pounds Per Case: 10	\$36.91 10 LB Brand: Patuxent	\$37.50 10 LB Brand: Patuxent \$33.75 10 LB Brand: Perdue
8.64	All Beef Hamburger Patties, 1/3 Pound Each, 80% Lean/20% Fat, Packed Flat, Each Pattie separated with Wax Tissue Brand Bid: _____ Pounds Per Case:	\$33.28 30 CT 5.33 OZ EA Brand: CTLMN SLCT	\$31.69 30 CT 5.33 OZ EA Brand: CTLMN SLCT
8.65	Precooked Hamburger Patties, 1/3 Pound Each, 80% Lean/20% Fat Brand Bid: _____ Pounds Per Case:		
8.66	Ham, Precooked, Pre-Sliced – 6 -2 lb. pkgs. per case Brand Preferred: Hillshire Farms Pounds Per Case:	\$39.13 6/2 LB Brand: Hormel	\$38.45 6/2 LB Brand: Hormel

No.	Description	US Foods - Premier	US Foods - Novation
8.67	Turkey Breast, Precooked, Pre-Sliced – 6 -2 lb. pkgs. per case Brand Preferred: Jennie-O Pounds Per Case:	\$38.77 6/2 LB Brand: Jennie-O	\$41.15 6/2 LB Brand: Jennie-O
8.68	Hot Dogs, All Beef, No TVC or Hidden Fillers, Ratio: 4 to 1 Pound Brand Bid: _____ Pounds Per Case:10	\$28.24 10 LB Brand: Patuxent	\$27.81 10 LB Brand: Patuxent
8.69	Hot Dogs, All Beef, No TVC or Hidden Fillers, Ratio 8 to 1 Pound Brand Bid: _____ Pounds Per Case:	\$28.24 10 LB Brand: Patuxent	\$29.95 10 LB Brand: Patuxent
8.70	Pork, Pulled Boneless Cooked Smoked, Frozen, Vacuum Packed, 2/5 lbs. Brand Bid: _____ Pounds Per Case:	\$39.85 4/2.5 LB Brand: Paux Prem	\$40.21 4/2.5 LB Brand: Paux Prem \$38.90 2/5 LB Brand: Austin Blues
8.71	Brisket, Cooked, Sliced, Smoked, Austin Blues Frozen Brand Bid: _____ Pounds Per Case:	\$8.37/LB 2/6-7 LBA Brand: Austin Blues	\$8.49/LB 2/6-7 LBA Brand: Austin Blues
8.82	Burger Link w/Cheese, 5 Links to 1-lb. Cooked, Frozen Brand Preferred: Oscar Mayer Pounds Per Case:	\$44.84 10#/Case Brand: Oscar Meyer	\$45.95 10#/Case Brand: Oscar Meyer
8.83	American Cheese, Pre Sliced to 120 Count Cheese Slices, Package in 4/5 Bricks per Case Brand Bid: _____ Pounds Per Case: 20	\$40.85 120 CT 4/5 LB Brand: Glnvw Farms	\$40.76 120 CT 4/5 LB Brand: Glnvw Farms

Condiments

No.	Description	US Foods - Premier	US Foods - Novation
8.84	Salt Packets Brand Bid: _____	\$6.02 3/1000 EA Brand: Packet BRND	\$8.51 3/1000 EA Brand: Packet BRND \$5.88 3/1000 EA Brand: Monarch
8.85	Pepper Packets	\$13.74 3/1000 EA	\$13.70 3/1000 EA

No.	Description	US Foods - Premier	US Foods - Novation
	Brand Bid: _____	Brand: Monarch	Brand: Monarch
8.86	Ketchup Packets Brand Bid: _____	\$15.20 1000 CT Brand: Monarch	\$15.58 1000 CT Brand: Monarch
8.87	Mustard Packets Brand Bid: _____	\$8.71 500 CT Brand: Monarch	\$8.79 500 CT Brand: Monarch
8.88	Relish Packets Brand Bid: _____	\$8.03 200 CT Brand: Heinz	\$7.87 200 CT Brand: Heinz
8.89	Mayonnaise Packets Brand Bid: _____	\$8.71 200 Brand: Kraft	\$13.93 200 Brand: Kraft
8.90	Sliced Jalapenos Brand Bid: _____	\$24.27 6/10# Can Brand: Harvest VL	\$23.63 6/10# Can Brand: Harvest VL
8.91	Nacho Cheese Sauce Brand Bid: _____	\$34.46 6/10# Can Brand: Harvest VL	\$44.82 6/10# Can Brand: Harvest VL \$30.69 6/10# Can Brand: Knouse
8.92	Bulk Tortilla Chips Brand Bid: _____	\$14.65 6/2# Brand: El Pasado	\$16.60 6/2# Brand: El Pasado
8.93	Heinz Ketchup 104 oz. Plastic Jug	\$28.23 6/114 oz. Heinz	\$26.64 6/114 oz. Heinz
8.94	Heinz Mustard 104 oz. Plastic Jug	\$22.99 6/ 104 oz. Heinz	\$23.29 6/ 104 oz. Heinz \$16.99 4/1 GA Brand: Monarch
8.95	Pickle Relish, Sweet Gallon Jar Brand Bid: _____	\$26.48 4/ 1 GA Harvest VL	\$28.09 4/ 1 GA Harvest VL
8.96	Pickle, Dill Long Cut, 5 gal. bucket Brand Bid: _____	\$27.86 5 GA Monarch	\$28.45 5 GA Monarch
8.97	Miracle Whip, 1 Gallon Jar	\$28.33 4/1 GA Miracle Whip	\$38.78 4/1 GA Miracle Whip

No.	Description	US Foods - Premier	US Foods - Novation
8.98	Sauerkraut, Shredded, 2 gal. Pail Brand Bid: _____	\$11.37 2 Gallon Monarch	\$14.71 2 Gallon Monarch

Juices

No.	Description	US Foods - Premier	US Foods - Novation
8.99	Canned or Bottled Fruit Juice Serving Size:	\$14.68 24 CT Tropicana	\$16.65 24 CT Tropicana
8.100	Gatorade or PowerAde Serving Size:	\$13.84 24 CT Gatorade G2	\$14.43 24 CT Gatorade G2
8.101	Sparkling Water Serving Size:	\$15.67 12/ 1 LT S. Pellegrino	\$15.68 12/ 1 LT S. Pellegrino
8.102	Apple Cider Serving Size:	\$26.85 4/ 1 GA Thirster	\$26.76 4/ 1 GA

MEMORANDUM

To: Cassandra Cheek, Purchasing

From: Tina Spallo, Recreation Superintendent

Date: April 1, 2015

Re: Concession Food Bid

Recreation Staff recommend the following items to be awarded to US Foods – Premier based upon the recap information provided by the purchasing department.

<u>US Foods – Premier Program</u>	<u>US Foods Spending by division</u>
8.1 Napkins	300-1654-7031 = \$19,500
8.5 Straws	300-1682-7031 = \$11,000
8.7 Fork	
8.8 Knife	
8.9 Spoons	
8.10 6 inch plate	
8.11 9 inch plate	
8.13 Nacho Trays	
8.54 Individual Bagged Chips	
8.56 Doritos Chips	
8.61 Polish Sausage 4 to 1	
8.64 All Beef Hamburger 1/3 #	
8.68 Hot Dog 4 to 1	
8.69 Hot Dog 8 to 1	
8.83 Sliced American Cheese	
8.84 Salt Packets	
8.85 Pepper Packets	
8.86 Ketchup Packets	
8.87 Mustard Packets	
8.88 Relish Packets	
8.89 Mayonnaise Packets	
8.90 Sliced Jalapeno	
8.91 Nacho Cheese Sauce	
8.92 Bulk Tortilla Chips	
8.96 Pickle, Dill 5 gallon	
8.99 Bottled Fruit Juice	
8.100 Gatorade or PowerAde	

Feel free to contact me with any questions at 503-4872.

MEMORANDUM

To: Cassandra Cheek, Purchasing

From: Bob McMillin Superintendent Golf & Marina's

Date: April 1, 2015

Re: Concession Bid No. 10-15

Golf Course recommends the following items to be awarded to US Foods – Premier upon the recap information provided by the purchasing department.

US Foods – Premier ProgramUS Foods Spending by division

8.1 Napkins	300-1666-7031 = \$17,000
8.2 Poly 16 oz. cups	300-1666-7032 = \$5,000
8.3 16 oz. PET Cups	
8.4 12oz Hot Cup	
8.5 Straws	
8.6 Wrap-Foil 14	
8.7 Fork	
8.8 Knife	
8.9 Spoons	
8.11 9 inch plate	
8.12 9 " Heavy Plate	
8.54 Thru 8.57 Individual Bagged Chips	
8.59 Thru 8.60 Chips/Pretzels	
8.61 Thru 8.68 Polish, Tuna, Chicken, Beef Patties, Pre-Cook Burger Patties, Ham, Hot Dog	
8.70 Pork Pulled Boneless	
8.82 Burger Links w/cheese	
8.83 Sliced American Cheese	
8.86 Ketchup Packets	
8.87 Mustard Packets	
8.88 Relish Packets	
8.89 Mayonnaise Packets	
8.90 Sliced Jalapeno	
8.92 Bulk Tortilla Chips	
8.93 Thru 8.100	

Golf Course will Purchase the Assortment Packages of Chips in the Spring & Fall! No bid number to list,

Contact me with any questions at 3-4805.

Thanks,

Bob

MEMORANDUM

To: Cassandra Cheek, Purchasing

From: Bob McMillin Superintendent Golf & Marina's

Date: April 1, 2015

Re: Concession Food Bid

Marina Staff recommends the following items to be awarded US Foods based upon the recap information provided by the purchasing department.

US Foods – Premier Program

8.99 Bottled Fruit Juice

8.100 Gatorade or PowerAde

US Foods Estimated 2015 Spending

300-1653-7032 = \$3,000

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 _____ 2015, 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, Raleigh, NC, 27695-7307 (hereinafter referred to as "NC State");

WHEREAS, NC State 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. 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:

Brandy Lait
Randy Lait, Project Coordinator

Date: 2/2/2015

Authorized by:

By: *Jon Garrett*
Name: Jon Garrett

Title: Vice President

Authorized by:

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

Acting Vice Chancellor, Finance and Business

Date: 1/23/2015

Date: 02/05/2015

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.

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.

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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.

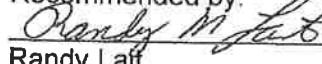
IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

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: 1/18/11
Vice Chancellor, Finance and Business



WITNESS:

CONTRACTOR

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