



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814

www.CityofSacramento.org

Meeting Date: 5/1/2012

Report Type: Consent

Title: Purchase/Cooperative Agreement: Food for Recreation Programs [Required 2/3 Vote]

Report ID: 2012-00383

Location: Citywide

Recommendation: Pass a motion 1) authorizing the City Manager or the City Manager's designee to approve the use of U.S. Communities' cooperative purchasing agreement through North Carolina State University to access its contract with Provider Select LLC, which is owned by Premier Inc. (Premier) through June 30, 2013; 2) approving the use of U.S. Communities' cooperative agreement with through North Carolina University to access its contract with Provider Select LLC, which is owned by Premier Inc. (Premier) through June 30, 2013 for The 4th "R" Program and Camp Sacramento as advantageous to the City; 3) authorizing the City Manager or the City Manager's designee to issue the required purchase orders under the referenced cooperative purchasing agreement in an amount not to exceed a total of \$25,000 through June 30, 2012 and \$192,500 at Premier through June 30, 2013; 4) suspending competitive bidding in the City's best interest by approving supplemental food purchases at Wal Mart Corporate, Costco, Smart and Final, 99 Cent Stores, Target and Raley's Family of Fine Foods in an amount not to exceed a total of \$292,169 through June 30, 2013 and authorizing the Department of Parks and Recreation to make purchases at these local retail grocery providers with a purchase order or with purchase cards through June 30, 2013 for all recreation programs, subject to the foregoing total expenditure amount; 5) approving the master contract executed by North Carolina State University (NCSU) with Provider Select LLC, which is available to the City through an arrangement between U.S. Communities and NCSU.

Contact: Bernadette Cheek, Admin. Analyst, (916) 808-6097, David Mitchell, Operations Manager, (916)808-6076, Sylvia Fort, Recreation Manager, (916) 808-8381, Alan Tomiyama, Operations Manager, (916) 808-8958, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Recreation Administration

Dept ID: 19001411

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Contract with Provider Select, LLC

City Attorney Review

Approved as to Form
Sheryl Patterson
4/23/2012 3:03:42 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
4/16/2012 12:41:34 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 4/20/2012 10:33:26 AM



Description/Analysis

Issue: The Parks and Recreation Department purchases food and related supplies for many of its recreation programs, including The 4th “R” Child Care Program and Camp Sacramento.

Authorization is required in order to use the U.S. Communities cooperative purchasing agreement through NCSU with Provider Select, LLC, which is owned by Premier Inc. Purchasing Partners/US Foodservice to purchase food and related supplies for these programs beginning June 1, 2012 through June 30, 2013. Authorization is also required by 2/3 vote to suspend competitive bidding for FY2013 supplemental food purchases and supplies made at local Wal Mart Corporate, Costco, Smart and Final, 99 Cent Stores, Target and Raley’s stores. Staff requests authorization to execute these purchases with a purchase order or purchase card for all recreation programs.

Policy Considerations: In accordance with City Code 3.56.240, the City Manager may, by cooperative purchasing agreements approved by City Council, purchase supplies through contracts of other governmental jurisdictions without separate competitive bidding, where it is advantageous to the City. The cooperative agreement with this food vendor meets the Department of Parks and Recreation specifications and will result in cost savings because of the competitive bidding that was undertaken by North Carolina State University on behalf of US Communities cooperative purchasing group.

This report recommends suspending competitive bidding for supplemental food and related supplies from local retail providers because: 1) the total annual expenditure amount at each store may exceed the \$5,000 threshold for purchases requiring solicitation of multiple vendors; 2) local retail grocery providers allow for meeting the need for additional products on a time-limited basis as required for operation of the Department of Parks and Recreation programs. This is consistent with section 3.56.230 of the Sacramento City Code, that allows the City Council to suspend competitive bidding for the purchase of supplies when, upon a two-thirds vote, the Council determines that it is in City’s best interest to do so.

Environmental Considerations: This report concerns the purchase of food for the Department of Parks and Recreation. Continuing administrative activities, such as the purchase of food, is not a “project” for the purposes of CEQA pursuant to section 15378(b)(2) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.) and is exempt from CEQA pursuant to section 1560(b)(3) of the CEQA Guidelines.

Sustainability: Approval of the purchase of food for recreation programs is not applicable to the City’s sustainability goals, policies and targets of the Sustainability Master Plan or the 2030 General Plan, and its impact on the City’s sustainability efforts cannot be evaluated at this time.

Commission/Committee Action: None with this item.

Rationale for Recommendation: On behalf of US Communities and its members, North Carolina State University (NCSU) conducted a competitive bidding process to select their food vendor. The use of the NCSU cooperative purchasing agreement enables the City Parks and Recreation Department, along with the Procurement Services Division, to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions, while maximizing cost savings through volume buying and reduced administrative expenses.

North Carolina State University awarded a five (5) year contract (Contract #13924) for food and related supplies to Premier Purchasing Partners beginning in December 2010. A major partner within Premier Purchasing Partners is US Foodservice. US Foodservice's headquarters are located in Rosemont, Illinois and the Western Regional Office is located in Livermore, California.

The 4th "R" Child Care program is a fee-for-service program paid for by parents. The fees charged include funding for food. Camp Sacramento operates by charging all inclusive rates to campers which covers lodging, food and activities.

This is the first time the City will be purchasing from US Foodservice and over the course of the year we will be evaluating the service, reliability, and product quality.

There are few opportunities to purchase bulk food items from retail grocery providers in Sacramento because they refuse to participate in the bid process and most will also not accept a purchase order. The volume and limitations of product sizes required by Parks and Recreation programs exceeds the expenditure limitations and requirements of Administrative Policy 4001; which requires informal bidding for supplies over \$5,000 and formal bidding for supplies over \$25,000. Some grocery providers offer in-house credit accounts in lieu of accepting purchase orders; however a credit account is not an authorized method of purchase. Therefore, procurement credit cards will be used to make purchases from local grocery stores as needed to supplement the bulk food purchases from US Foodservice.

Financial Considerations: The estimated cost of food and related supplies to be purchased from Premier Purchasing Partners/US Foodservice through the purchasing agreement through June 30, 2012 is \$25,000. The estimated cost of food and related supplies to be purchased from Premier Purchasing Partners/US Foodservice through the purchasing agreement through June 30, 2013 is \$192,500. The price for food products varies at any point in time because it is a perishable product that is subject to price escalation based on demand and production costs. The actual cost would be based on the date of each food order. The blanket purchase order at a not to exceed total price will provide for reduced administrative costs. Use of cooperative agreements to purchase food products has shown to provide a competitive advantage as well as staff costs savings than issuing solicitations to food vendors.

Camp Sacramento is expected to spend \$25,000 in FY2011/12 and \$110,000 in FY2012/13 for a total of \$135,000 during the contract period at its single location, with Premier Purchasing Partners/US Foodservice. The cross-over of Fiscal Years coincides with Camp Sacramento's

unique program cycle. The 4th “R” Child Care program is expected to spend \$82,500 through June 30, 2013 with Premier Purchasing Partners/US Foodservice to serve its twenty one locations.

FY 2011/12	Camp Sacramento	\$25,000 @ Premier/US Foodservice
FY 2012/13	Camp Sacramento	\$110,000 @ Premier/US Foodservice
FY 2012/13	The 4 th “R” Program	\$82,500 @ Premier/US Foodservice

Both programs that would use the cooperative purchasing agreement are intended to be self-supporting and have been purchasing food for many years as part of their budgeted operations. No additional General Fund appropriation is required. 4th “R” Child Care sites and Camp Sacramento charge their participants an amount that is intended to be used to purchase food.

Camp Sacramento’s program cycle begins in June 2012 and requires the first purchase to be made in FY2011/12. Funding was appropriated in the Approved FY2011/12 Budget, Resolution 2011-391. Purchases after June 30, 2012 through June 30, 2013, are subject to funding availability in the adopted operating budget of the applicable fiscal year.

Purchasing for The 4th “R” Program and any other recreation program (Access Leisure, Community Recreation Services, Parks, Older Adult Services, Community Centers, Special Events/Neighborhood Services, Cover the Kids and Teens) that provide food as an integral part of their program will begin after June 30, 2012 through June 30, 2013, and are subject to funding availability in the adopted operating budget of the applicable fiscal year.

Council approval is required for authorization to use U.S. Communities’ cooperative purchasing agreement with Premier/US Foodservice through North Carolina State University. Staff is also requesting permission to issue purchase orders or use procurement cards to buy food and related supplies from local retail grocery providers. In addition, Council approval is required to execute federal or state grants for reimbursement of food costs for child care programs.

The total number of individual locations to be served by this cooperative agreement is 21. Locations may be added or deleted at any time throughout the year.

The estimated cost of food and related supplies to be purchased from local retail grocery providers, Wal Mart Corporate, Costco, Smart and Final, 99 Cent Stores, Target and Raley’s stores, for all recreation programs through July 31, 2013 is estimated at a not to exceed amount of \$292,169.

Emerging Small Business Development (ESBD): U.S. Foodservice, Smart and Final, Wal Mart Corporate, and Costco, are not certified as an emerging/small businesses. Conversely,

Raley's #127, Bel Air, and Wal Mart-Elk Grove, and Target are certified as an emerging/small business.

Background

US Communities is a buying group of full service government agencies. The Lead Public Agency prepares and issues a nationwide competitive solicitation on behalf of US Communities and all 90,000 public agencies. These solicitations include language allowing states, local governments, school districts, and higher education institutions, or other government agencies and nonprofit organizations to use or “piggyback” on contracts. The use of the US Communities cooperative purchasing agreement to purchase food for recreation programs will provide a cost-effective alternative to bulk purchasing.

Two programs operated by the Department of Parks and Recreation Department would purchase food and related supplies from Premier Purchasing Partners/US Foodservice using the US Communities, North Carolina State University cooperative purchasing agreement (Contract #13924). All sections of the Department of Parks and Recreation would purchase supplemental food and related supplies from Wal Mart/Sam’s Club, Costco, Smart and Final, 99 Cent Stores, Target and Raley’s/Bel Air/Food Source, using either a purchase order or purchase card. Purchases made with a purchase card would be made by approximately 60 individual staff holding purchase cards.

4th “R”

The 4th “R” Child Care program, operated by the Department of Parks and Recreation, continues to grow with the population of Sacramento, and provides a consistently high quality and valuable service to more than 2,500 Sacramento families. In operation since 1986, 4th “R” currently operates on twenty one (21) elementary school campuses. The program leases or purchases buildings in which the child care services are provided on the school campuses through agreements between the City and various school districts.

Funding for the program primarily is derived from the parents who use the service. Fees are set at rates that are comparable to or slightly less than those charged by private child care providers. Additional funding is received from the State to provide subsidies based on household income to parents who would otherwise be unable to afford child care services. The program provides food to the children under their care. The money to purchase the food comes from the fees paid by the parents.

Camp Sacramento

Camp Sacramento is a high-Sierra camp operated by the Parks and Recreation Department. The camp is located along Highway 50, about three miles east of Strawberry, at an elevation of 6,500 feet. Located in the Eldorado National Forest, the camp operates under a special use permit from the U.S. Forest Service.

For 92 years Camp Sacramento has provided recreational opportunities to the residents of Sacramento. It operates from mid-June to mid-August as a family camp, offering structured activities for children and adults. During early June and from mid-August to October, the camp is rented by various youth and professional groups for meetings, conferences and retreats.

Fees paid by the campers cover the cost of lodging, food and activities. Employees are required to live on site and their lodging and food are provided to them as part of their compensation. Camp Sacramento purchases supplemental food from other suppliers located close to the facility.

Access Leisure Camps

The Department of Parks and Recreation Access Leisure section hosts two year round residential camps serving children, teens, and adults with disabilities. These camps are hosted at various locations which include Yosemite National Park and the “Stephen J. Wampler Foundation” wilderness camp in the High Sierras located outside of Graeagle, California.

Fees paid by campers in addition to outside funds raised by Access Leisure staff cover the cost of staff, lodging, meals, and transportation for all camps.

Older Adult Services

Older Adult Services offer many outlets and activities for adults 50+ years of age. Services and programs include an array of enrichment classes, workshops, and social service referrals. Triple-R Adult Day Program is a state licensed adult day program for people with dementia up to five (5) days a week. Support and educational workshops are also available for individuals and families caring for someone with dementia. Many older adult activities and the Triple-R program include a snack or a meal component as part of the program. A portion of the fees paid by participants fund the cost of snacks and meals.

Community Centers

Neighborhood community centers offer space for meetings, workshops and celebrations in addition to providing safe and structured programming for Sacramento residents. Community Centers host Halloween events, Family Fun Nights, youth, teen and senior parties/dances and cooking courses, most of which have some sort of food component included in the activity. A portion of the fees paid by participants fund the cost of snacks and meals.

Special Events/Neighborhood Services

Special Event Services/Neighborhood Services permits five hundred special events held on public property annually. This includes Parade Permits, Block Party Permits and Park Event Permits. In addition, the Special Events Section is the lead agency on approximately 40 (forty) events per year. Special Event and Neighborhood Services staff provide support to Department, City and Council special events, including event coordination, marketing, logistics, purchasing, and staffing. Many Department and City Council events include a food component.

Cover the Kids

Cover the Kids is a broad-based collaborative partnership that is comprised of key representatives from local hospitals, county health service agencies, community clinics, faith-based community organizations, education funding institutions and businesses.

Board meetings, Children's Health Insurance Coordination meetings, staff training and special outreach events such as parent education workshops and annual Healthy Kids Day all have a snack or meal component as part of the activity.

Teen Services

Teen Services offer supervised programs after-school, weekends, and during school breaks at centers, parks, and schools (6th-12th grades). Fresh Friday's provides food supplies for ongoing wellness and enrichment activities at 3 area middle schools and 2 high schools where the focus is creating healthy snacks and maintaining healthy weight and fitness levels. The Workforce Investment Act (WIA) and American Recovery and Reinvestment Act (ARRA) programs provide healthy snacks to over 125 teens who consistently attended 20 (twenty) workshops over a 10 month period.

Parks

The Parks Division coordinates volunteers to help with various stewardship activities in City Parks, trails, and natural areas. Opportunities are available in all neighborhoods, and many activities are great for large groups, families, or youth groups with adult supervisors. Snacks and beverages are provided at each work event throughout the year.

Community Recreation Services

Community Recreation Services is comprised of Adult Sports, Aquatics and Park Safety Services. The operation of each of these sections requires an extraordinary amount of staff training and workshops. Snacks and beverages may be provided during these training sessions.

Sacramento START Snack Program

Sacramento START (Students Today Achieving Results for Tomorrow) was launched in 1996. Today, START is widely recognized as one of the most outstanding after-school literacy and enrichment programs in the country, serving thousands of elementary school children in the most disadvantaged areas of the City and County. The City of Sacramento through its Parks and Recreation Department provides management and administrative support. Funding and in-kind support is provided through a partnership with the California Department of Education, the City of Sacramento, five participating school districts, and donations from foundations, businesses and individuals. A significant portion of the funding comes from the State or from school districts whose funding comes from the State. No fees are charged to the children or their parents.

The snacks are provided to the children free of charge because at least half of the students at their elementary schools qualify for free or reduced-price school lunches. Due to the lower economic status of most of the children's families, many of the children face challenges in having access at home to adequate and nutritious food, making it difficult for the children to concentrate on their studies without the after-school snack.

Funding for the snacks comes from the California Department of Education's Child and Adult Care Food Program, which receives its funding from the U.S. Department of

Agriculture (USDA). The State reimburses the City based on the number of snacks served using the unit cost of 74 cents per snack as determined by USDA. Each year the State accepts a renewal application from the City to continue the federal/state snack grant. Typically the application is then approved by the State, reauthorizing the program for another year. The current renewal extends through September 30, 2013, the end of the current Federal fiscal year.



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

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.

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

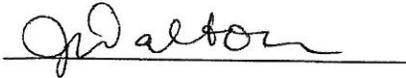
22. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.

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.

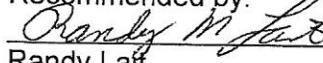
IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

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

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 Date: 3-2-11
Project Coordinator

Authorized by:

Sobitha Lulle

BY:

Kathryn S. Hart Date: 3/2/11
AUC for Finance and Business
and University Treasurer
CONTRACTOR

WITNESS:

BY:

Joan Ralph Date: _____
Joan Ralph
V.P. Continuum of Care Services