

STATE OF NORTH CAROLINA
WAKE COUNTY

Rev. 11/12

**NORTH CAROLINA STATE UNIVERSITY
AGREEMENT**

THIS AGREEMENT ("Agreement") made and entered into by and between Premier Healthcare Alliance, L.P., 13034 Ballantyne Corporate Place, Charlotte, NC 28277, in partnership with US Foods, Inc., 1500 NC Highway 39, Zebulon, NC 27597 (hereafter referred to together as "Contractor") and NC State University, c/o Campus Enterprises, Campus Box 7307, Raleigh, North Carolina 27695-7307 ("NC State").

WITNESSETH

WHEREAS, Contractor has submitted to NC State a proposal for the performance of certain professional services; and, NC State, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (in cooperation with US Communities Government Purchasing Alliance, herein "Participating Public Agencies"), competitively solicited and is awarding the referenced RFP to this Contractor. NC State has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Agreement to Participating Public Agencies.

WHEREAS, NC State desires to enter into an agreement with the Contractor for the performance of these professional services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NC State and Contractor agree as follows:

1. **Scope of Services.** Contractor shall supply NC State with food distribution and associated services (the "Services") described in the following attachments (the "Attachments"), attached hereto and incorporated by reference as if fully set forth herein, and both parties hereby agree to the terms, conditions, obligations, representations and warranties contained therein, including those General Contract Terms and Conditions contained in NC State's Request for Proposals (RFP) #63-JGD10232, dated August 15, 2017, and accepted by Contractor pursuant to its Response to RFP dated October 4, 2017:
 - (1) NC State's Request for Proposals (RFP) #63-JGD10232, dated August 15, 2017 and associated documents;
 - Submission instructions
 - Appendix A – NC State Market Basket
 - Appendix B – NC State National Market Basket
 - (2) NC State's Addendum #1 to RFP #63-JGD10232, dated August 31, 2017 and associated documents;
 - Corrected Appendix A – NC State Market Basket
 - Corrected Appendix B – National Market Basket
 - (3) NC State's Addendum #2 to RFP #63-JGD10232, dated September 13, 2017
 - (4) Contractor proposal response to the RFP, dated October 4, 2017 and associated documents;
 - Cost Response Excel Spreadsheet for NC State Market Basket
 - Cost Response Excel Spreadsheet for US Communities' National Market Basket
 - (5) NC State's Request for Clarification Number 1, dated October 12, 2017 and associated document;
 - Contractor's response, dated October 13, 2017
 - (6) NC State's Request for Clarification Number 2, dated November 8, 2017, and associated document;
 - Contractor's response, dated November 13, 2017
 - (7) NC State's Request for Clarification Number 3, dated November 15, 2017, and associated document;
 - Contractor's response, dated November 16, 2017
 - (8) NC State's Request for Clarification Number 4, dated November 20, 2017, and associated document;
 - Contractor's responses, Part 1 and Part 2 both dated November 20, 2017.
 - (9) NC State Letter to Contractor indicating an intent to award the RFP.

In the event of conflict among the terms contained in the above referenced documents, the order of precedence, beginning with first to last, shall be the General Contract Terms and Conditions contained

in NC State's Request for Proposals (RFP) #63-JGD10232, followed by document (9) above, then continuing in reverse order (8, 7, 6, etc.).

2. **Term.** Contractor shall commence providing the Services on or about February 1, 2018, for a period of five (5) years plus 5 months, or June 30, 2023 (the "Term"). In addition, NC State reserves the option to renew this Agreement for two (2) additional two-year periods, not to exceed a total contract period of nine (9) years and five (5) months, or June 30th, 2027.
3. **Payment.** NC State shall pay the Contractor for actual deliveries accepted for the Services described herein.
4. **Key Personnel.** Contractor shall not substitute key personnel assigned to the performance of this Agreement without the prior written approval of NC State's Contract Administrator. Contractor's individual designated as key personnel for the purposes of this Agreement is Jon Garrett, Vice President.
5. **Notices.** 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 NC State: Director of Materials Management
NC State University
Campus Box 7212
Raleigh, NC 27695-7212

If to Contractor: Jon Garrett, Vice President
Premier Purchasing Partners
13034 Ballantyne Corporate Pl.
Charlotte, NC 28277

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.

NC STATE UNIVERSITY:
c/o Campus Enterprises
University Dining

CONTRACTOR: Premier Purchasing Partners

By: Scott R. Douglass

By: Jon Garrett

Name: Scott R. Douglass

Name: Jon Garrett

Title: Vice Chancellor, Finance and Administration

Title: Vice President

Date: 01/19/2018

Date: 01/20/2018

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY