

**Hardee County Public Schools
School Board Agenda Analysis**



301

Author(s): LaCheron Conway, Food Service Director

Date: May 28, 2019

15.05

Subject: Mainline Food & Non-Food Items Bid


Background Information:

The Hardee County School Food Service Department has been buying food and non-food items from US-Foodservice off of the Osceola County bid RFP SDOC-14-P-065-LH for food and non-food items with US Foodservice since the 2014-2015 school year as a member of the POWER Buying Group. This contract was awarded the RFP for food and supply items effective July 1, 2014. Membership in the POWER Buying Group consortium and purchasing in this manner affords deep discount pricing unavailable in any other manner.

Administrative Consideration: (include F.S., Rule, Authority, etc.):
State Board of Education Rule 6A-1.012(5)

Strategic Plan Goal: To promote efficient and effective use of resources to enhance educational opportunity.

Fiscal Impact: Approximately \$900,000 from Food Service funds.

Director of Finance signature: 

Proposed Recommendation to School Board:

Approval to buy Food and Non-Food items from US Foodservice off of the Osceola County Bid for 2019-2020 school year.

Action Agenda Consent Agenda



BOARD ACTION
6/11/19
Approved



A Stronger Focus on Your Success

To: All Power Buying Group Members

From: Craig Keppen
US Foods Regional Director of Business Development

Date: 20 April 2019

Re: Osceola County RFP #SDOC -14-P-065-LH, Distribution and Procurement of Food and Non-Food Products for the P.O.W.E.R. Buying Group

Dear Valued Customers:

US Foods agrees to allow POWER Buying Group (PBG) Members to piggy-back on the Osceola County RFP #SDOC-14-P-065-LH Distribution and Procurement of Food and Non-Food Products for the P.O.W.E.R. Buying Group. Distribution will be at a fee of \$1.27 per case (or a prorated fee for partial case deliveries). USDA Storage Cost is \$4.00 per case after 90 days. All terms and conditions of the RFP apply.

Active Members for the 2019 – 2020 school year are as follows:

Port Orange Division

Baker	Calhoun	Flagler	Franklin
Gadsden	Highlands	Holmes	Indian River
Leon	Liberty	Marion	Nassau
Osceola	St John's	Suwannee	Volusia
Walton			

South Florida Division

Glades	Martin	Monroe	Okeechobee
St Lucie			

Tampa Division

Charlotte	Citrus	Desoto	Hardee
Hernando	Lee	Levy	Sumter



Contract # C-14-0508-LH-A10
Approval Date: 03/05/2019

The School District of Osceola County, FL

Tenth Amendment to Agreement

THIS TENTH AMENDMENT TO AGREEMENT ("Tenth Amendment") is entered into by and between The School Board of Osceola County, FL, (hereinafter "School Board"), as "Lead Agency" on behalf of the members of the Purchasing Organization with Educational Results (POWER) Buying Group (hereinafter referred to as the "PBG"), and US Foods, Inc. (hereinafter "Contractor") whose address is 5425 S. Williamson Blvd., Port Orange, FL 32128.

WHEREAS, Pursuant to RFP SDOC-14-P-065-LH School Board and Contractor entered into Agreement C-14-0508-LH dated April 1, 2014, to contract with a Food and Supplier Distributor that will procure, warehouse and deliver school food service products and supplies weekly to approximately 950 individual schools serviced by the PBG; and

WHEREAS, the parties have subsequently entered into nine (9) Amendments dated respectively July 15, 2014, September 26, 2014, May 14, 2015, January 4, 2016, June 27, 2016, January 10, 2017, August 23, 2017, February 28, 2018 and May 22, 2018 to allow for additional pricing as permitted under the RFP and subsequent agreement; and

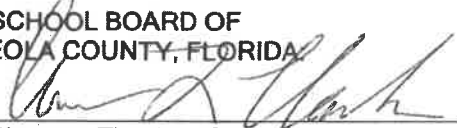
WHEREAS, the parties desire to further amend that Agreement with this document:

NOW, THEREFORE, the parties hereto amend the Agreement as follows:

1. The Recitals in the WHEREAS clauses are incorporated by reference and made a part of this Agreement.
2. This Amendment extends the term of the Agreement for a period of five (5) years commencing on July 1, 2019 and ending on June 30, 2024 ("renewal period").
3. Effective July 1, 2019, this Amendment will allow for additional pricing as outlined in Attachment "A" Group K Product Pricing attached hereto and incorporated herein.
4. Effective July 1, 2019, Exhibit "C" Price Sheet in the Original Services Agreement will be amended to reflect the following changes by mutual agreement of the parties:
 - Fixed Fee Per Case: \$1.27/per case
 - Fixed fee per case of stored USDA commodity per month: \$0.00/per month (Days 0 - 90)
\$4.00/per month (Days 90+)
5. Except as herein expressly modified, the Agreement for Contract #C-14-0508-LH dated April 1, 2014; the first amendment dated July 15, 2014; the second amendment dated September 26, 2014; the third amendment dated May 14, 2015; the fourth amendment dated January 4, 2016; the fifth amendment dated July 27, 2016; the sixth amendment dated January 10, 2017; the seventh amendment dated August 23, 2017; the eighth amendment dated February 28, 2018; and the ninth amendment dated May 22, 2018, shall otherwise remain in full force and effect, subject to all terms and conditions therein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Tenth Amendment to Agreement has been executed by the parties of the date and year set forth below.

THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA
By: 
Clarence Thacker, Chair


Date Approved: 3/5/19

US FOODS, INC.
By: 

Print Name: Craig Keppen

Title: Director Business Development Education

Date: 2.5.2019

ATTEST (WITNESS):
By: 
Dr. Debra P. Pace, Superintendent

ATTEST (WITNESS):
By: 

Print Name: Ed Hart

Title: Account Executive

Send required insurance certificates to the Purchasing Department.
New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Contractor Contact Name: Craig Keppen
Email Address: craig.keppen@usfoods.com
Phone Number: (863)660-4770