

**TEXAS DEPARTMENT OF AGRICULTURE
AND
US FOODS**

**AMENDMENT 3, 2024-2025
COMMERCIAL WAREHOUSE AND DISTRIBUTION SERVICES FOR USDA FOODS
AGREEMENT
Region 6**

I. PARTIES

The parties to this amendment (Amendment) are the Texas Department of Agriculture (TDA), an agency of the State of Texas, and US Foods, located at 915 East 50th Street, Lubbock, TX 79404 (Contractor), (collectively referred to as the “parties”), under the agreement (Contract) entered into for delivery and warehousing of United States Department of Agriculture (USDA) foods.

II. PURPOSE

The purpose of this Amendment is to exercise the final option to renew the Contract awarded under TDA Request for Proposals (RFP) No. 551-20-00488 to Contractor for commercial warehouse and food distribution services for USDA Foods donated by USDA. For purposes of the Amendment, the parties hereby agree to delete all references to “Texas Unified Nutrition Program System” or “TX-UNPS” within RFP, Section V, Para. 5.2 (Specifications), Part D (Texas Unified Nutrition Program System (TX-UNPS)), pg. 37 and replace with the phrase, “the official inventory system of record as designated by TDA,” and all necessary conforming changes unique to the designated system of record. Upon full execution of this Amendment, TDA shall notify Contractor in writing of its designated system of record.

Contractor shall perform all of the services, functions, and duties required by the RFP and TDA Contract No. 551-20-00488-E-00-FN, as further described in Contractor’s Proposal submitted in response to the RFP.

III. CONTRACT DOCUMENTS

This Amendment incorporates by reference herein for all purposes the RFP and TDA Contract No. 551-21-00488-E-00-FN, dated April 16, 2021, as amended, as well as Contractor’s response to the RFP, hereafter referred to collectively as the “Contract.”

IV. RATE SCHEDULE AND PAYMENT UNDER THE CONTRACT

There will be no direct funding provided from TDA to Contractor under the Contract or this Amendment. Contractor shall be paid by the applicable regional Contracting Entity (CE) according to the approved specified rates for the region, as set forth in the attached Schedule of Rates for Delivery Service and Storage and Pick-up Rate Schedule, which is attached to and incorporated into the Contract for all purposes. Contractor shall store and deliver USDA Foods, pursuant to the Contract, at the rates listed in this Amendment.

V. CONFLICT OF TERMS

If there is any conflict or inconsistency among terms, the Contract as amended, followed by the RFP, shall control in that order of precedence.

VI. LIABILITY INSURANCE OR PERFORMANCE BOND

Within thirty (30) days, Contractor will procure Liability Insurance or a Performance Bond, through a surety company licensed to do business in the State of Texas with all fees current. Contractor shall submit such a bond or insurance to TDA. The Performance Bond or Liability Insurance amount for each contracted region must cover the value of the USDA Foods. The estimated monthly value of USDA Foods for the last completed program year in Region 6 was \$390,645.30.

VII. TERM

Pursuant to this Amendment, the Contract is hereby renewed for a term of one (1) year beginning June 1, 2024 and ending May 31, 2025. The Contract may be terminated by either party upon written notification least sixty (60) days prior to the effective date of termination, or as provided for in the Contract. The Contract has no remaining options to renew.

VIII. FORCE AND EFFECT

Except as amended herein, the Contract shall remain in full force and effect throughout the above-referenced term.

IX. EFFECTIVE WHEN EXECUTED

This Amendment is not effective unless and until it is signed by authorized representatives of TDA and Contractor.

X. NO WAIVER

The parties agree that the execution of this amendment does not waive any requirements, terms or conditions of the Contract, or any other independent benefits, rights, remedies, or other claims which may be available to TDA or the state, whether legal or equitable.

Accepted and agreed:

TEXAS DEPARTMENT
OF AGRICULTURE

DocuSigned by:
BY: [Redacted Signature]

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LEAH WILSON
Assistant Commissioner
Food & Nutrition

3/18/2024
Date: _____

US FOODS

DocuSigned by:
BY: [Redacted Signature]

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Angela Simonian
Name: _____

Title: Area President NMTx

3/18/2024
Date: _____

REGION 6 SY2024-2025

Schedule of Rates for Delivery Service

Rate Schedule Chart

Warehouse: US Foods

| Case (s) | Delivery Rate | Case (s) | Delivery Rate | Case (s) | Delivery Rate |
|----------|---------------|----------|---------------|----------|---------------|
| 1 | * | 43 | 6.69 | 85 | 5.81 |
| 2 | * | 44 | 6.69 | 86 | 5.81 |
| 3 | * | 45 | 6.69 | 87 | 5.81 |
| 4 | * | 46 | 6.69 | 88 | 5.81 |
| 5 | * | 47 | 6.69 | 89 | 5.81 |
| 6 | * | 48 | 6.69 | 90 | 5.81 |
| 7 | * | 49 | 6.69 | 91 | 5.81 |
| 8 | * | 50 | 6.69 | 92 | 5.81 |
| 9 | * | 51 | 5.81 | 93 | 5.81 |
| 10 | 8.13 | 52 | 5.81 | 94 | 5.81 |
| 11 | 6.69 | 53 | 5.81 | 95 | 5.81 |
| 12 | 6.69 | 54 | 5.81 | 96 | 5.81 |
| 13 | 6.69 | 55 | 5.81 | 97 | 5.81 |
| 14 | 6.69 | 56 | 5.81 | 98 | 5.81 |
| 15 | 6.69 | 57 | 5.81 | 99 | 5.81 |
| 16 | 6.69 | 58 | 5.81 | 100 | 5.81 |
| 17 | 6.69 | 59 | 5.81 | 150 | 5.37 |
| 18 | 6.69 | 60 | 5.81 | 200 | 5.37 |
| 19 | 6.69 | 61 | 5.81 | 250 | 5.37 |
| 20 | 6.69 | 62 | 5.81 | 300 | 5.37 |
| 21 | 6.69 | 63 | 5.81 | 350 | 5.37 |
| 22 | 6.69 | 64 | 5.81 | 400 | 5.37 |
| 23 | 6.69 | 65 | 5.81 | 450 | 5.37 |
| 24 | 6.69 | 66 | 5.81 | 500 | 5.37 |
| 25 | 6.69 | 67 | 5.81 | 600 | 5.37 |
| 26 | 6.69 | 68 | 5.81 | 700 | 5.37 |
| 27 | 6.69 | 69 | 5.81 | 800 | 5.37 |
| 28 | 6.69 | 70 | 5.81 | 900 | 5.37 |
| 29 | 6.69 | 71 | 5.81 | 1000 | 5.37 |
| 30 | 6.69 | 72 | 5.81 | 1200 | 5.37 |
| 31 | 6.69 | 73 | 5.81 | 1400 | 5.37 |
| 32 | 6.69 | 74 | 5.81 | 1600 | 5.37 |
| 33 | 6.69 | 75 | 5.81 | 1800 | 5.37 |
| 34 | 6.69 | 76 | 5.81 | 2000 | 5.37 |
| 35 | 6.69 | 77 | 5.81 | 2000+ | 5.37 |
| 36 | 6.69 | 78 | 5.81 | | |
| 37 | 6.69 | 79 | 5.81 | | |
| 38 | 6.69 | 80 | 5.81 | | |
| 39 | 6.69 | 81 | 5.81 | | |
| 40 | 6.69 | 82 | 5.81 | | |
| 41 | 6.69 | 83 | 5.81 | | |
| 42 | 6.69 | 84 | 5.81 | | |

Minimum Case Delivery Requirement (If Applicable):

***Will deliver under 10 case minimum but charge will be \$70.70 total for any quantity 10 cases or less.**

REGION 6 SY2024-2025

| Private Storage and Pick-Up Fees | |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------|
| a. Per case price for Dry Storage at Contractor's Warehouse (after 45 days) of USDA Foods and Processed Commodities | \$1.55/cs |
| b. Per case price for Chilled Storage at Contractor's Warehouse (after 45 days) of USDA Foods and Processed Commodities | \$1.55/cs |
| c. Per case price for Frozen Storage at Contractor's Warehouse (after 45 days) of USDA Foods and Processed Commodities | \$1.55/cs |
| d. Per case price for pick-up by a Recipient Agency (also known as CE) at Contractor's Warehouse | \$1.49/cs |
| e. Per case for handling USDA Foods Delivered | \$0.00 |