

AMENDMENT NUMBER ~~THREE~~ FOUR
 CONTRACT MA-060-16011545
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 KEEFE GROUP, LLC DBA KEEFE SUPPLY COMPANY

This AMENDMENT NUMBER ~~THREE~~ FOUR to Contract number MA-060-16011545 (hereinafter "AMENDMENT NUMBER ~~THREE-FOUR~~") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Keefe Group, LLC DBA Keefe Supply Company (hereinafter "CONTRACTOR") with a business address of 55 Vista Blvd., Sparks, NV 89434-9506, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for the purchase of Various Snack, Food and Beverages for Re-Sale on March 1, 2016, as Contract Number MA-060-16011545 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of March 1, 2016 through and including February 28, 2018, renewable for three (3) additional one (1) year terms; and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on August 11, 2016 (hereinafter "AMENDMENT NUMBER ONE") and added Food Services (unit 7477) as an additional ordering location, as well increased the Contract not to exceed amount of \$800,000 by \$6,000 for a new Contract not to exceed amount of \$806,000 as well added various items and modified the miscellaneous clause per revised Attachment B – Pricing;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on November 28, 2017 (hereinafter "AMENDMENT NUMBER TWO") to increase the Contract not to exceed amount of \$806,000 by \$200,000 for a new Contract not to exceed amount of \$1,006,000;

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as MA-060-18011215 for a one (1)-year term of March 1, 2018 through and including February 28, 2019 in an amount not to exceed \$528,000.00 and the CONTRACTOR agrees to provide these services at the rates set forth in AMENDMENT NUMBER ONE;~~

~~NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:~~

~~1. ARTICLES~~

- ~~a. Additional Terms and Conditions, Section 2 Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:~~

~~2. Term of Contract:~~

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 3/1/16 through and including 2/28/19, unless otherwise terminated by COUNTY. The period of 3/1/16 through and including 2/28/18 shall be known as Contract number MA-060-16011545. The period of 3/1/18 through and including 2/28/19 shall be known as Contract number MA-060-18011215. This Contract may be renewed for two (2) separate additional one (1) year terms by mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.~~

~~b. Attachment B, Pricing of the ORIGINAL CONTRACT is amended to read as follows:~~

~~**Contract shall not exceed: \$528,000.00**~~

~~2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-16011545) is attached hereto as Exhibit A and incorporated by this reference.~~

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT as MA-060-18011215 for a one (1) year term of March 1, 2018 through and including February 28, 2019 in an amount not to exceed \$528,000.00 (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY desires to increase the not to exceed amount of \$528,000 by \$500,000 for a new not to exceed amount of \$1,028,000 on Contract number MA-060-18011215 for the term of March 1, 2018 through and including February 28, 2019, as well as add various items to Attachment B – Pricing, and the CONTRACTOR has agreed to provide these items at the rates set forth herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

2. ARTICLES

a. Attachment B – Pricing of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

ATTACHMENT B

Pricing

LIST OF BID ITEMS AND ADDITIONAL REQUIREMENTS

1. Prices shall include freight charges to all delivery locations listed within.
2. Not all items on this list are currently sold at Commissary. The County does not guarantee usage.

Item No	Brand/Manufacturer	Item Description	Size	Case Size	Price
2	Keefe	Cappuccino, Instant	Single Serve, Flavored 0.81 oz, Frech Vanilla	300/Case	\$46.50
5	Brushy Creek	Chili w/Beans	11.25 oz Bag	24/Case	\$24.72
9	FAMOUS AMOS	Cookies, Chocolate Chip	2 oz Bag, All Flavors	60/Case	\$16.50
14	SUNSHINE	Crackers, Cheez-Its	Single Serve, All Flavors	60/Case	\$15.54
18	FRITO LAY	Doritos Nacho Cheese	Single Serve	64/Case	\$19.14
19	FRITO LAY	Cheetos, Flamin' Hot	Single Serve	64/Case	\$17.89
23	Squeezum	Grape Jelly Squeezers	1 oz, Single Serve	200/Case	\$16.00
28	NESTEA	Instant Tea Mix	5-6 oz Pouch, Mix w/Water	36/Case	\$30.24
32	KOOL-AID	Kool-Aid, All Flavors	All Flavors, 6 oz pouch	36/Case	\$30.24
35	Squeezum	Peanut Butter Squeezer	1-1.5 oz, Single Serve	400/Case	\$52.00
63	Ralston	Instant Oatmeal, Maple Brown Sugar	Single Serve	120/Case	\$17.76
NEW	Red Hots	Chewy Red Hots	4oz.	48/Case	\$28.50
NEW	Cactus Annie's	Tortillas, Flour	6 Pk, Non-Resealable Bag, 8 oz	48/Case	\$20.88
NEW	Keefe	Coffee, Freeze Dried Colombian	3 oz	24/Case	\$44.40
NEW	Velveeta	Rice, Spicy Cheese	2 oz	50/Case	\$22.50
NEW	Keefe	Chips, Potato The Whole Shabang Original	1.5 oz	72/Case	\$22.32

Contract shall not exceed: \$1,028,000.00

MISCELLANEOUS CLAUSE: Miscellaneous items not listed under this Contract may be ordered and paid under this contract in the not to exceed amount of \$375.00 per line unit.

BACK UP ITEMS

Item No	Brand/Manufacturer	Item Description	Size	Case Size	Price
13	COUNTRY TIME	Country Time Lemonade	5-6 oz, pouch	36/Case	\$30.24
62	TASTER'S CHOICE	Coffee Singles	1.5 Gram, Single Serve	1,000/Case	\$95.00

3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-16011545) is attached hereto as Exhibit B and is incorporated by this reference.
4. A true and correct copy of the AMENDMENT NUMBER TWO (Contract Number MA-060-16011545) is attached hereto as Exhibit C and is incorporated by this reference.
5. A true and correct copy of the AMENDMENT NUMBER THREE (Contract Number MA-060-18011215) is attached hereto as Exhibit D and is incorporated by this reference.
6. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE AMENDMENT NUMBER TWO and AMENDMENT NUMBER ~~TWO~~ THREE except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~THREE~~ FOUR, remain in full force and effect.

(Signature Page Follows)

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~THREE~~ **FOUR** to Contract number MA-060-16011545.

***Contractor:** Keefe Group, LLC dba Keefe Supply Company

By: _____ Title: _____

Print Name: _____ Date: _____

***Contractor:** Keefe Group, LLC dba Keefe Supply Company

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-16011545)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-16011545)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-16011545)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-18011215)