

**(ATTACHMENT 76) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS
RELATED TO SCHOOL NUTRITION**

MILWAUKEE PUBLIC SCHOOLS
PURCHASING DEPT.

2016 AUG -1 P 2: 43

Purchase Requisition Number: CR002181
Contract Number: C018952
Vendor Number: V024756

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT THIRD EXTENSION & MODIFICATION**

On June 15, 2013, the Milwaukee Board of School Directors and US Foods, Inc. entered into Professional Services Contract ("Contract") number C018952 with a term of June 15, 2013 through June 30, 2014. The Contract, ¶ 2, provided for up to four additional one-year extensions by mutual consent and with Board approval. The parties mutually agreed to extend the Contract for the first one-year extension period and executed a Contract Extension and Modification ("the First Extension") to that effect in July 2014. The amount encumbered during the First Extension was insufficient following the implementation of the Community Eligibility Provision, such that the parties further amended the Contract and First Extension in May 2015 to provide additional funds. The parties then mutually agreed to extend the Contract for the second one-year extension period and executed a Contract Extension and Modification ("the Second Extension") to that effect in July 2015.

The parties now mutually agree to extend the Contract for the third additional one-year term, from July 1, 2016 through June 30, 2017, under the same terms and conditions as set forth in the original Contract, the First Extension, as amended, and the Second Extension, except for those specifically modified below.

The amount to be encumbered in this fourth year of the Contract shall not exceed \$25,200,000.

In accordance with ¶ 20 of the Contract, the parties modify those terms and conditions identified below.

MODIFIED TERMS:

1. Paragraph 3 of the Contract, the First Extension, as amended, and the Second Extension are modified to include the following as replacement to any reference to total compensation or encumbrance amount: "Total compensation under this Contract for Year 4 shall not exceed \$25,200,000."

2. Paragraph 6 of the Contract is deleted in its entirety and replaced with the following:

"In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS."

3. Paragraph 8 of the Contract is deleted in its entirety and replaced with the following:

"Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of

Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contract" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 8; failure to submit background checks to MPS as outlined in this Section 8; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 8."

4. Paragraph 17(C) of the Contract and paragraph 1 of the Second Extension are deleted in their entirety and replaced with the following: "Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a 'living wage'."

CONTRACTOR

By: _____

ROBERT RAKOW
Vice Pres of National Sales

Date: _____

6/15/16

US Foods, Inc.
W137 N9245 Highway 145
Menomonee Falls, WI 53051
(262) 253-7882

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

Kristen DeCato
Director
Procurement & Risk Management

Date: _____

7/7/14

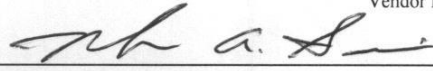
By: _____

Darienne B. Driver, Ed.D.
Superintendent of Schools

Date: _____

7/19/16

Tax ID: _____

By: 
Mark A. Sain, President
Milwaukee Board of School Directors

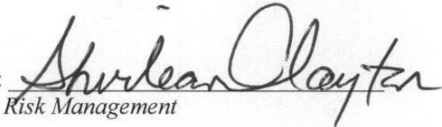
Date: 7-26-16

Budget code(s):

BKF-0-0-BKF-XX-EFOD
LNC-0-0-LNH-XX-ESUP
LNC-0-0-LNH-XX-EFCM
LNC-0-0-LNH-XX-EFOD
LNC-0-0-LNH-XX-EACR
LNC-0-0-LNH-XX-EACN
SFS-0-0-SLN-XX-ESUP
SFS-0-0-SLN-XX-EFCM
SFS-0-0-SLN-XX-EFOD
DNR-0-0-DNR-XX-ESUP
DNR-0-0-DNR-XX-EFCM
DNR-0-0-DNR-XX-EFOD
SNK-0-0-S-FH7-XX-EFOD

FOOD BREAKFAST
SUPPLIES CONSUMABLE LUNCH
COMMODITIES (FEDERAL) - LUNCH
FOOD - LUNCH
A LA CARTE REIMBURSABLE (SNACKS)
A LA CARTE NON-REIMBURSABLE
SUPPLIES CONSUMABLE - SUMMER FD SV
COMMODITIES (FEDERAL) SUMMER FD SV
FOOD - SUMMER FD SV
SUPPLIES-CONSUMABLE - DINNER
COMMODITIES (FEDERAL) - DINNER
FOOD - DINNER PROGRAM
FRESH FRUIT AND VEGETABLE

Board Approval Date: 6/30/16

Reviewed By: 
Risk Management

Date: 8/8/16