

**(ATTACHMENT 1) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e) AND
ISSUE A CONTRACT WITH SYSCO EASTERN WISCONSIN, LLC**

Contract Requisition Number: CR060688
Contract Number: C031501
Vendor Number: V0644579

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PRIME VENDOR PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 21st day of April 2023, by and between **Sysco Eastern Wisconsin, LLC** (“Distributor”) and Milwaukee Board of School Directors (“MPS” or “District”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 1106.

1. SCOPE OF SERVICES

MPS intends to enter into Contract with a Contractor who would be designated as its “Prime Vendor” responsible for ordering, warehousing, delivering food/supplies, and providing information/services for the District’s respective Child Nutrition Programs. Prime Vendor will also be responsible for the storage and delivery of USDA Commodity Foods, as defined in Section 2.2.2 below. Excepting USDA Commodity Foods, the Prime Vendor will be reimbursed on a Cost-Plus Fixed Fee basis per item, as required by 4 CFR § 210.21. For USDA Commodity Foods, the Prime Vendor will be reimbursed for storage and delivery only.

When procuring on behalf of MPS, Prime Vendor will need to comply with applicable requirements set forth in federal and state regulations including policy and instructions issued by the U.S. Department of Agriculture (USDA) and Wisconsin Department of Public Instruction (DPI). The applicable regulations include but may not be limited to, 7 CFR 210 (National School Lunch Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced-Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 2 CFR 200 (super circular).

RFP 1106 and Distributor’s Response to RFP 1106 are incorporated herein by reference. Definitions for the capitalized terms set forth in this Section 1 can be found therein. Further, Distributor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the RFP and Contract. Failure or omission of Distributor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this Contract.

Distributor shall provide, at its own expense, all personnel required to perform the services under this Contract.

In serving as MPS’s “Prime Vendor,” Distributor shall adhere to the following requirements:

1.1 Experienced Team to Support MPS Account

Due to its size and complexity, Distributor must establish a team of experienced staff members who will be assigned to the MPS Account. The team should be local (staff members working out of the warehouse and office that will service MPS) and include at least the following roles:

- a) Account Manager
- b) Merchandising Manager
- c) Customer Service Liaison
- d) Transportation Manager
- e) Technology Coordinator
- f) Pricing Manager
- g) Produce Director

It is MPS’s expectation that 90% of the Account Manager and Customer Service Liaison’s time will be devoted to the MPS Account. The Account Manager must have a minimum of two years of experience working with school nutrition programming; including familiarity with Direct Diversion, USDA Commodity Foods, FFVP-

1.2 Ordering System Software

DNS currently uses Horizon OneSource Software’s Back of the House (BOH) system. Therefore, Distributor’s software system must interface with MPS’s third party BOH system. All orders will be created by DNS in the BOH system. DNS will export the order from BOH and import into Distributor’s selected online ordering system using ST2 formatting. Upon receipt of each site order in its software system, Distributor must send email confirmations to both the site and DNS. In the event MPS changes to an alternate Software System, MPS will provide adequate notification.

The District will export the majority of orders to Distributor on Mondays by approximately 4:00 p m. for the following week’s delivery. Late orders are submitted the following day, Tuesdays, by approximately 12:00 pm. Orders transmitted on Thursdays are

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for additions/subtractions to already established orders for the next week. The District will develop a process for handling additions/subtractions in conjunction with Distributor.

Distributor software issues, including interfacing issues with the District's BOH system must be resolved within 5 business days. Thereafter, unresolved software issues will result in Distributor being assessed a financial penalty of \$100.00 per day.

1.3 Products

The Distributor will provide to MPS frozen, refrigerated and shelf stable food items in addition to non-food items such as paper goods, chemicals and small wares. Food items not included in this RFP include fresh bread products (pan rolls, hamburger buns, hot dog buns, etc.) and 8 oz. milk cartons.

Distributor must adhere to the following requirements as it relates to product decisions:

- a) **Prior Approvals:** DNS approves all private label products used in the Child Nutrition Programs as well as any product changes proposed by the Distributor. The District must receive written notification when the manufacturer of any private label product is changed. The District shall require the Distributor to stock a specified product if the substitution that the Distributor suggests does not meet District requirements.
- b) **Notification of Changes/Discontinuations:** Distributor will not drop or discontinue a product required by MPS without **30 days'** notice; these discontinuations include, but are not limited to manufacturer, house brand packer, pack size, or any other discontinuations. Failure to provide notice shall result in a \$100.00 penalty per incident per affected MPS site. If a suitable replacement cannot be agreed upon by the time the product is on the menu, the penalty will be doubled to \$200.00. The Distributor is not responsible for discontinuations by Manufacturers, but still must provide a 30-day notice to MPS with a copy of the Manufacturer's notification.
- c) **Buy American:** To the maximum extent practicable, Distributor must purchase domestic commodities or products. Buy American/domestic commodity or product is defined as an agricultural commodity produced in the United States (US) or processed in the US substantially (at least 51%) using agricultural commodities produced in the US (7CFR210.21, 220.16)

Domestic preferences for procurements also include (200.322)

1.1

- (i) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (ii) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- d) **Changes in Child Nutrition Programming:** Distributor must comply with changes to Child Nutrition Program standards as they relate to products and services provided by the Distributor. All products shall conform to Federal and State regulations and requirements in the NSLP, the SBP, CACFP, and other Federal and State regulated nutritional programs (including new meal patterns) in which the District participates.
- e) **Nutrition Information:** Nutritional information must be provided for each new product prior to shipment to MPS which includes: Ingredient Labeling, Nutritional Data and /or CN Label or Product Formulation Statement from the manufacture.
- f) **Material Safety Data Sheets (MSDS):** Requires MSDS for all chemicals; MSDS must be compiled by selected Prime Vendor in an electronic medium by 5/1/2023 to the Department of Nutrition Services-Central Office. Failure to provide MSDS may be grounds for termination of the contract.
- g) **Buy Local:** DNS is committed to procuring food that is grown or produced in Wisconsin, or which is grown or produced within a 250-mile radius of Milwaukee. Distributor must continue MPS's established relationships with specific local

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Wisconsin farmers and make a concerted effort to procure more local food.

- h) Fresh Produce: Distributor must ensure that produce items delivered to sites have, at a minimum, of 10 days before “best if use by” date.
- i) Food, Supplies and Equipment Sales to Schools and School-Sponsored Groups: Food, supplies and equipment sales to schools and school-sponsored groups must go through DNS.
- j) Recalls. Distributor must comply with all federal, state and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Distributor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications only to the District School Nutrition Department Central Office (not each school) and assurance that unsafe products are identified and removed from District sites in an expedient, effective, and efficient manner. Distributor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

1.4 Pricing

All food and supply **pricing** will remain unchanged for 3 months (quarter) with the exception of market items (defined as perishable items such as ‘fresh’-dairy, meat, seafood, poultry and produce). These items will alter weekly. Prices of food and supply items will be in effect at time of order placement from the BOH System and upon submission of orders to the respondent; the same prices will be reflected on the invoice.

Distributor will be responsible for setting up bid pricing, allowances or rebates for all food and supply products to ensure that MPS receives the best possible Net MPS Delivered Price for all goods covered by this Contract.

- a) **Base Price**: The price respondent pays to its suppliers plus the freight charges for delivery for goods to Distributor’s warehousing facilities, less allowable manufacture allowances/discounts (as indicated below)
- b) **Net MPS Delivered Price**: Base Price, plus the Fixed Fee.

MPS will not accept any additional delivery charges including additional freight or fuel charges.

The weekly and quarterly price change reports must be capable of being uploaded into the District’s BOH system and must contain the following criteria:

- A. Vendor product number
- B. Price per case
- C. Unit/ pack
- D. BOH Stock Item number

Distributor must update the pricing list for market items on a weekly basis, as set forth in RFP 1106 Attachment I. If a product’s price change is not listed on the weekly price change report and is not provided via e-mail by 12:00 p.m. every Friday for the following week, the District will not accept the new price until the following Friday’s weekly price change report.

For all other items purchased, Distributor must update the pricing list on a monthly basis, as set forth in RFP 1106 Attachment H. If a product’s price change is not listed on the quarterly price change report and is not provided via e-mail in the last week in the quarter prior to the change in price, the District will not accept the new price until the following month’s quarterly price change report.

1.5 Menus

Currently, the District operates using cycle menus: a four-week Cycle Menu for breakfast, a modified four-week Cycle Menu for lunch, a one to three-week Cycle Menu for dinner and a four to five-week snack menu; at any time, the cycle menu lengths may be altered. Menus and Production Records will be supplied to Contractor six weeks in advance, along with a school calendar that is color coded to reflect the various cycle weeks and off days of the school kitchens. Menus and Production Records will be supplied to Contractor Six weeks in advance. MPS reserves the right to change and/or modify the cycle menu pattern with 2 months advance notice.

Contractor shall adhere to the following requirements as it relates to menus:

- a) Availability of Product: Product in stock at the warehouse **two weeks prior to the item being menued** (with

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the exception of fresh produce) to aide in accommodating any trucking issues, product shortages and/or other issues to allow for recovery or menu adjustments

- b) Forecasting: Forecast product usage from history and approximate meal counts provided by MPS. The Distributor must be aware that meal programs for breakfast, lunch and dinner are “Offer Versus Serve” (a provision in the NSLP and SBP that allows students to decline some of the food offered) and students do not need to select all food items offered. Thus, building a history of usage is pertinent. The Distributor will commit to forecasting the procurement of products, including the process for ordering, receiving, inventorying, analyzing product usage, invoicing, etc.

MPS shall purchase and accept shipment of all Products listed on submitted MPS menus and production records. These documents will be utilized by the seller (Sysco) for purchasing MPS products. All purchased products will be billed at prices charged to MPS on the most recent invoice from Seller to Buyer. MPS will notify Sysco within -8 weeks of any menu changes including increase in usage and/or removal of items from menus. MPS will work with Sysco in good-faith to purchase un-used product before the end of the school year.

Seller (Sysco) to supply MPS with a list of **carry over** inventory products specifically purchased for MPS withing 30 days of executed contract.

- c) Menu Management: Properly manage the ordering of directly diverted products. MPS participates in the Direct Diversion Program for usage of their Government Commodity Entitlement Dollars along with USDA Commodity Food items. Due to a “fixed” number of raw materials sent to the manufacturer, it is the responsibility of the selected Distributor to be cognoscente of the balance of raw product and cases in inventory as not to over procure directly diverted products. The District will not be able to take ownership of the product, if the raw pounds of product in MPS’s direct diversion account balance is depleted.

1.6 Reserving of Product

Product ordered must be reserved from time of transmittal of orders from MPS to Distributor to prevent out of stocks (Example-delivery placed Monday for following weeks’ deliveries).

1.7 Substitutions of Product

No minimum order charges may be applied to the District due to Distributor’s shortages or substitutions. If an item is to be substituted, Distributor must adhere to the following requirements:

- a) Notification: When a product is substituted, shorted or “out of stock” the Distributor must notify DNS of the situation no later than Wednesday 4pm the week before the delivery. An excel spread sheet is request to identify each product that is short or out, delivery date, sites affected and case amounts ordered vs what is being filled (See Attachment C1).
- b) Prior Approval: All substitutions require prior approval by a DNS designee. If the Distributor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price must be delivered, as long as prior approval has been received. If the substituted product is priced higher than the original product, the Distributor will absorb the increase in price.

The Seller’s obligation to maintain such inventories and make sales and deliveries hereunder shall be excused in the event that conditions beyond the control of Seller, including but not limited to strikes, fire, floods, riots, lack of raw material, and inability to obtain supplies and product from suppliers, or other conditions that make Seller’s performance impossible or impracticable.

- c) Labeling on Invoices: The item, quantity ordered and quantity delivered (even if zero) that is substituted, shorted or “out of stock” must remain on the Distributor’s delivery ticket provided to each site upon delivery. The item substituted must be listed as a separate line item below the original item and must be clearly labeled

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with product name, separate product code, quantity being delivered and pricing.

- d) Fill Rate: Substitutions may not exceed 3% of products being ordered. A substitution includes any menued item not in stock at the distributor's warehouse for reasons of 'just in time' procurement. The Distributor's weekly average fill rate shall be at least 97%. Approved substitutions, off-day deliveries and outages serve to reduce the Distributor's fill rate. Any line items not completely filled will be considered unfilled. The Seller's obligation to maintain such inventories and make sales and deliveries hereunder shall be excused in the event that conditions beyond the control of Seller, including but not limited to strikes, fire, floods, riots, lack of raw material, and inability to obtain supplies and product from suppliers, or other conditions that make Seller's performance impossible or impracticable.
 - i. Fill Rate Penalty- A penalty will be reflected in MPS payment for any delivery site whose order/delivery does not meet the required 97% fill rate. The penalty assessed to the Distributor shall be \$500.00 for every 1% under the 97% minimum of the weekly fill rate.

In acknowledgement of the time needed to adjust to operations under the new Contract, the District will not enforce the Fill Rate Penalty until after Oct, 31, 2023.

1.8 Deliveries

Distributor's drivers are expected to deliver goods into the proper storage location (storeroom/freezer/cooler) at each school site to uphold HACCP guidelines, allowing for reasonable passage ways. Exits and entrances must never be blocked.

All deliveries must include a detailed, correctly priced, extended and totaled invoice for signature by the District. Drivers must give District school personnel time to check-in the order before signing the invoice. All invoices must be signed by DNS personnel, with the exception of early access sites. **All other unsigned delivery invoices will not be paid.** Any variations from the delivery ticket, such as shortages, damages, miss picks etc., must be noted on the ticket and initialed by both the driver and an DNS employee. Delivery issues at early access sites will be forwarded to Distributor within one or two business days.

- a) Weekly Deliveries to Sites: Weekly deliveries to each of the District's school sites are expected. Some sites may require 2-3 deliveries per week, or even daily deliveries. The *comprehensive list of school sites* is included in the **RFP**.
- b) Additional Deliveries: Distributor will accommodate additional deliveries or delivery site(s), which may be required due to the opening/closings of schools; combining of schools, lack of freezer/refrigeration space, etc.) The District will notify Distributor immediately if there are any changes to the school calendar(s) or site(s) which affect Distributor's delivery schedule.
- c) Off Day Deliveries/Out Items: Off-day deliveries are deemed necessary when items are not available to sites on their regularly scheduled delivery day due to the following:
 - i. Product not being available due to late procurement and /or an inadequate amount of product procured by Distributor;
 - ii. Warehouse cuts; or
 - iii. Misplacement of product in warehouse.
 - iv. Excused in the event that conditions beyond the control of Seller, including but not limited to strikes, fire, floods, riots, lack of raw material, and inability to obtain supplies and product from suppliers, or other conditions that make Seller's performance impossible or impractical.

Bringing product into Distributor's warehouse "just in time" for delivery to sites is not acceptable. Items must be in Distributor's warehouse a minimum of 2 weeks (with the exception of perishables and USDA produce) prior to when they are menued so the items can be delivered on site's regular scheduled delivery days. Off-day deliveries of more than 6 items per month will result in Distributor being assessed a penalty of \$50.00 per item for every occurrence on an off-day delivery thereafter.

- d) District and School Nutrition Non-Kitchen Work Days: Both entities have designated Holidays and/or Non-Scheduled work days. In these instances, OFF Day Delivery Schedules must be submitted to DNS

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at the beginning of each school year or a minimum of a month prior to non-work days.

- e) **District Closing Notification:** In case of inclement weather and the closing of the District or a portion thereof, the Distributor will accept notification as late as 7:00 a.m. of the postponement of that day’s delivery. The Distributor must be prepared to postpone all deliveries to affected District school sites at the time of notice. In the event such notice is given, it is expected that the Distributor will return all routes to its warehouse and store all products at the appropriate storage temperatures. It is also expected that the Distributor will resume deliveries of District school sites the following day. The Distributor shall not be penalized for off-day deliveries caused by the District closing for inclement weather.
- f) **Delivery Windows:** For the 2022-23 SY, MPS operates with a 3-Tier school start time schedule:

Tier 1 – school hours 7:20am-2:20pm
 Food Service Start Time 6am-2:30 if 8-hour employee
Delivery window 6:00-1:30pm

Tier 2 – school hours 8:05am-3:20pm
 Food Service Start Time 6:30am-3 if 8-hour employee
Delivery window 6:30-1:30pm

Tier 3 – school hours 9am-4pm
 Food Service Start Time 6:30am-3 if 8-hour employee
Delivery window 6:30-1:30pm

A list of schools will need to be provided with each tier listed. Any changes to the school tier will need to be communicated to Sysco with a 30-day notice.

If the employee in charge is only a 6-hour employee, then deliveries can only be made between:

7:30am – 12:30pm.

Deliveries must be made during the Department of School Nutrition’s designated delivery windows listed above. In emergency situations, pre-arrangements may be requested by the Respondent for a delivery to be made after the designated window, however, the district will need to consult with the school(s) affected; Pre – arrangement refers to a minimum of 2 hours in advance.

There are currently 11 sites that have adequate walk-in coolers and freezer capacity for **early access** into the school building; These sites are:

Bradley Tech HS	MACL	Reagan
Bay View HS	Milwaukee HS of the Arts	South Division HS
Hamilton HS	North Division HS	Vincent HS
King International HS	Obama SCTE	

The Distributor will work in conjunction with MPS’s Department of Facilities and Maintenance to establish the necessary requirements for early access entry.

- f) **Priority Consideration:** A letter must be on file explaining that the District would receive priority consideration in the event of a strike by either party, emergency conditions or disasters.
- g) **Delivery Issues:** Distributor’s Account Manager assigned to the MPS Account will issue bona fide credits for shortages or damaged product by the end of each month for those months’ credits. Damaged or incorrectly delivered items can be either:
 - i. Picked up by the Distributor on the next delivery if discovered after the driver leaves; or
 - ii. Immediately returned at the time of delivery if noticed upon receiving of product. The

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driver can issue credit the same day of delivery and take back the item(s) delivered that same day.

- h) Replacement of Damaged or Unusable Product: If product is omitted from an order by the Distributor or is delivered in an unacceptable condition (i.e., defrosted frozen product or damaged containers) a replacement delivery must be made within 24-hours unless otherwise approved in advance by DNS.
- i) Delivery Vehicle Conditions/Requirements: The District expects delivery vehicles to be clean, adequately equipped, properly operating and include backup warning systems. In addition, several sites require a truck with a lift gate installed to make deliveries including King International HS and Milwaukee Parkside. While not required, the District suggests utilizing a truck with a lift gate at the following sites for efficiency purposes: Vincent HS, MACL, Milwaukee HS of the Arts, Rogers Street Academy, Lincoln Middle, Audubon and Obama SCTE.

1.9 Reports

The Distributor must provide a variety of reports to the District on an ongoing base throughout the Contract term. These reports will assist the District in providing data to update SNS' BOH system, compare District figures to Distributor's figures and evaluating the Distributor's performance. Currently, the required reports include:

- a) **Quarterly Price Changes**: The quarterly price change report must include a list of current quarters prices, a list of the following quarters prices and the variance for both cases and splits (if applicable). This report must be provided to DNS the last week of each quarter to determine the following quarters pricing.
- b) **Weekly Price Changes**: The weekly price change report is only applicable to those market items (defined as 'fresh' dairy, meat, seafood, poultry and produce) procured by DNS. The report must include a list of current weekly prices, the following week's price list and variance for both cases and splits (if applicable). This report must be e-mailed to DNS by 12:00 p.m. every Friday to determine the following week's pricing.
- c) **Manufacturer Rebate Reports**: Monthly or weekly reports that will facilitate the District's ability to track and capture manufacturer's rebates.
- d) **Volume/Velocity Reports**: Monthly or weekly volume reports, by school site and/or district wide, as requested by DNS.
- e) **Manufacturer and Processor Rebate, Allowance and Bid Pricing Report**: A monthly report of the current manufacturer or processor discounts and timelines being offered.
- f) **Weekly Fill Rate Report**: Weekly fill rate report to determine what percentage of cases actually ordered were received by each site; this report should factor in the initial items ordered by the site and any substitutions are considered as 'not filling'.
- g) **Menu Item Reporting**: Upon request by the District, the Distributor must provide a copy of the purchase order(s) indicating when a menu item was received into the Distributor's warehouse.
- h) **Weekly USDA Commodity Usage Report**: this report will list each government commodity food item and the quantity (cases) delivered to MPS sites during a week time frame (Monday through Friday) and the total number of cases remaining in the warehouse. This report must be evaluated weekly by DNS and the Distributor to verify correct quantities were ordered and delivered.

Additional reports may be requested at MPS' sole discretion.

It is also a Federal Requirement to have [Access to records](#). (200.337)

- (a) **Records of non-Federal entities**. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of

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access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

1.10 Audits

The District will conduct a performance evaluation annually at the time of Contract renewal and a maximum of two (2) pricing verification audits throughout each Contract term. Any audit findings must be resolved within 90 days.

1.11 Communications

Distributor's Account Manager shall visit the offices of DNS weekly upon contract startup. Initially, this may amount to one full day per week to facilitate review of product samples and provide consultation and research. Afterwards, a weekly meeting will be established for approximately 1-2 hours for review of the week's occurrences; attendance to include a minimum of the account manager, sales coordinator, procurement and transportation team members.

In addition, the District expects to hold at least one meeting between DNS and the Distributor's upper management team and local team to discuss program status, resolve outstanding issues, and seek opportunities for service improvements and cost savings. Additional meetings may be required if major issues arise.

1.12 Hazard Analysis Critical Control Point (HACCP)

Distributor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan, which helps to assure that products received into the food service establishment will be of high quality and free of unacceptable levels of contamination. Distributor must have documented their company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate. MPS may inspect Distributor's facilities and vehicles.

DNS must be advised immediately of any license or permit revocation, suspension or change of classification.

1.13 Direct Diversion and USDA Commodity Foods – State Warehouse

The Distributor must agree to carry the directly diverted products the District selects. The Distributor chosen will be expected to facilitate this program; including providing weekly on-line updates to the online tracking systems such as "K12" or "Processor Link" electronic inventory systems.

The District requires the Distributor to be set up as a state warehouse for USDA Food products due to the quantities of USDA commodity foods obtained by MPS; this includes receiving, storage and delivery of these items. The selected Distributor must be familiar and adhere to the guidelines set forth by USDA for operating as a State Warehouse. The guidelines include compliance with federal and state regulations, policies and instructions issued by the Wisconsin Department of Public Instruction (see Attachment J of RFP 1106 for guidelines). Entering into the Contract with MPS shall constitute Distributor's agreement to adhere to such guidelines, currently and as they are amended by the applicable agency.

If USDA Commodity Food products are in storage for an excess of 90-days after initial delivery to Distributor's warehouse, the District will be assessed a Fixed Fee per case, per month in storage beyond the initial 90-day period. This storage fee invoice must be received by DNS on a monthly basis (by the 15th of each the following month) for all cases that have exceeded the 90-day minimum or the fees will be invalidated.

1.14 Biosecurity

Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

1.15 Clean Air Act And Energy Policy And Conservation Act.

Distributor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Distributor shall report all violations to MPS and to the relevant federal or state agency as appropriate.

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1.16 Recovered Materials.

To the maximum extent practicable, Distributor will comply with 2 CFR §200.322, Procurement of Recovered Materials, which states MPS and Distributor in performance of the Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. TERM

This Contract shall be in effect from July 1, 2023 through June 30, 2024 with the possibility of four one-year extensions at the sole discretion of MPS. MPS will base its renewal decisions on the following performance metrics to be rated by MPS personnel. A Distributor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

Performance Metrics	Points
Efficiency and Accuracy of Deliveries	25
Customer Service/Responsiveness to Problem Solving	25
Effectiveness of Online Ordering System	20
Quality of Product	15
Invoicing and Billing Process Followed	15
Total	100

No work shall commence before a Distributor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Distributor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$35,000,000.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered, pursuant to those penalty provisions outlined in Section 1 of this Contract.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Proper billing and invoicing is critical to the efficient operation of the District's Child Nutrition Programs. Distributor must adhere to the following standards:

- a) Account Numbers: Separate account numbers must be maintained for each delivery site for each regular account, USDA account and FFVP account. In the event additional accounts as deemed necessary by the District, Distributor shall accommodate the request.

- b) Invoices:
 - Each invoice must have a unique invoice number;
 - An electronic copy of each invoice must be sent to DNS by the day after each site's delivery (which is the day after the invoice date). The email attachment will list the Customer Name, Invoice Number, Invoice Type, Items Purchased, Cost, Qty Purchased, Invoice Date, ETC.
 - Digital invoice copy must be named with the same unique invoice number as the hard copy.
 - The District will not pay invoices that are not received in this format
 - All products must be invoiced within 60 days of receipt. The District will not pay invoices including the electronic copy received outside of this time period.

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Any discrepancies on invoice pricing, more than 60 days past the invoice date, will not be reconciled.

As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON-APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Distributor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

Equal Employment Opportunity. Distributor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

In connection with Distributor's performance of work under this Contract, Distributor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Distributor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs. 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. Distributor is required to include a similar provision in all subcontracts to this Contract.

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

6. CONTRACTING WITH SMALL, MINORITY AND WOMEN BUSINESSES

Distributor should take all necessary affirmative steps to comply with 2 CFR §200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Compliance with this regulation requires Distributor to do the following with contracting:

- a) Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring Distributor, if subcontracts are utilized, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

7. INDEMNITY

Distributor will be responsible for and will defend, indemnify and hold harmless District, its agents, officers and employees against all third party liabilities, losses, judgements, damages, monetary awards, claims and costs (including attorneys' fees and court costs) suffered by, or which are claimed against, District for property damage or personal injury to the extent caused by or that arise out of the negligence or intentional misconduct of Distributor, its agents, subcontractor's and employees.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

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8. BACKGROUND CHECKS

Distributor will conduct, at Distributor’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 contact” with MPS students in the performance of this Contract. Distributor requests that no administrator, member, officer, employee or other representative of Distributor have direct, unsupervised contact 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.

Distributor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to MPS’s locations, buildings, or property when students are attending school or a school related activity. Distributor shall make periodic criminal history records inquiries as authorized by State of Wisconsin enactment of the Sex Offender Registration and Community Notification Law.

Distributor 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 Distributor 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 7; failure to submit background checks to MPS as outlined in this Section 7; 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 7.

9. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Distributor understands and agrees that financial responsibility for claims or damages to any person, or to Distributor’s employees and agents, shall rest with the Distributor. Distributor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability (including property damage liability covering all owned, non-owned, and hired vehicles), Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Distributor by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Distributor’s and subcontractors’ general liability insurance and umbrella liability insurance, and ensuring that said policy endorsement covers personal property of third-party (i.e., MPS). Evidence of all required insurances of Distributor shall be submitted electronically to MPS via its third-party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. Distributor will notify promptly notify MPS of any cancellation, non-renewal or material change to any insurance coverage required by this Section 8 following Distributor’s receipt of notice of such cancellation, non-renewal or material change.

10. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight

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must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

11. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Distributor's part may result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Distributor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

12. TERMINATION BY DISTRIBUTOR

Distributor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Distributor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

13. TERMINATION BY MPS - BREACH BY DISTRIBUTOR

If Distributor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving thirty (30) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Distributor promptly cures the alleged violation within thirty (30) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Distributor for use in completing the Contract; provided, however MPS must coordinate with the new distributor to ensure the new distributor takes delivery from Distributor all product and materials stocked by the Distributor for MPS.

14. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Distributor no less than sixty (60) days' prior written notice by Registered or Certified Mail of such termination. In the event of said termination, Distributor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Distributor shall be paid for all services rendered through the date of termination, including any retainage, and MPS will coordinate with the new distributor to ensure the new distributor takes delivery from Distributor all product and materials stocked by the Distributor for MPS. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

15. INDEPENDENT DISTRIBUTOR

Distributor agrees and stipulates that in performing this Contract, it is acting as an Independent Distributor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Distributor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Distributor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Distributor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Distributor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Distributor's behalf, Distributor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Distributor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and

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further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

16. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other; provided, however, Distributor may assign its obligations hereunder to an affiliate without the prior written consent of District.

17. PROHIBITED PRACTICES

- a) Distributor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Distributor, has a conflict of interest.
- b) Distributor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- c) No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- d) No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- e) If the Contract is for apparel for \$5,000.00 or more, the Distributor agrees to provide only items manufactured by responsible manufacturers. Distributor is required to include a similar provision in all subcontracts to this Contract.
- f) The employment of unauthorized workers by Distributor is considered a violation of federal and state law. If Distributor knowingly employs unauthorized workers, such a violation shall be cause for termination of the Contract.
- g) Distributor shall comply with all prohibitions on smoking, firearms, or health/safety in MPS facilities and grounds pursuant to applicable federal, state, and local laws or MPS policies.

18. LIVING WAGE REQUIREMENT

Distributor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. Moreover, Distributor 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."

19. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

20. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

21. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, RFP 1106 and Distributor's Response to RFP 1106 constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Distributor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

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If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

22. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

23. TIMING

Time is of the essence in this Contract; provided, however, Distributor shall not be in violation of this Agreement if Distributor fails to timely delivery a product so long as such product is delivered no later than forty-eight (48) to seventy-two (72) hours prior to the scheduled service time for such product, which such time period shall be determined by the parties based on the type of kitchen and delivery schedule for the applicable MPS location.

24. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Distributor certifies that neither Distributor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Distributor specifically covenants that neither the Distributor or its principals, its sub-Distributors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System (“EPLS”) maintained by the General Services Administration (“GSA”). For additional information, Distributor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

Distributor must certify no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

25. FORCE MAJEURE

MPS will not be liable to pay Distributor for any work that the Distributor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS’s reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party’s financial condition or negligence). Distributor shall be excused for delays in Distributor’s performance or failure to perform any of Distributor’s obligations hereunder due to an act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease, or any other cause beyond Distributor’s reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by Distributor’s negligence).

26. STUDENT DATA

Distributor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Distributor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Distributor from future MPS contracts for varying periods up to and including permanent debarment.

27. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Distributor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Distributor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Distributor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Distributor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, “derivatives” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

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Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Distributor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract; notwithstanding the requirements for recordkeeping as outlined in Section 30.

28. MPS LOGO/PUBLICITY

No Distributor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

29. ORDER OF PRIORITY

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) RFP 1106; and 3) Contractor's Response to RFP 1106.

30. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Distributor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Distributor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

31. RECORDKEEPING AND ACCESS TO RECORDS

Any and all documents, books, records, invoices, and/or quotations of MPS's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by MPS, state, and federal representatives and auditors in accordance with state or federal regulations. Distributors must ensure any such records held by a subcontractor are likewise subject to these provisions.

Access shall be granted by Distributors to the MPS, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of Distributor, which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. MPS may conduct audits to validate costs and compliance with agreement terms and conditions.

32. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 5% per 12-month term. The student engagement requirement of this Contract is 900 hours per 12-month term. The Career Education requirement for this Contract is 20 hours per 12-month term. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

DISTRIBUTOR (Vendor #: V0644579)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
Janine Adamczyk
Director, Procurement and Risk Management

Date: _____

Date: _____

Sysco Eastern WI, LLC
One Sysco Drive
Jackson, WI, 53037
(262) 677-6327

By: _____
Keith P. Posley, Ed. D.
Superintendent of Schools

Date: _____

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SSN / FEIN: XXXXXXXXXX

By: _____
Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____

Reviewed by Insurance Compliance:

By: _____

Date: _____

Budget Codes:

LNC-0-0-LNH-XX-EFOD	Food – Lunch
LNC-0-0-LNH-XX-EACR	Food Ala Carte/Catering – Lunch
LNC-0-0-LNH-XX-ESUP	Supplies-Consumable – Lunch
LNC-0-0-LNH-XX-ENCQ	Non-Capital Equipment – Lunch
LNC-0-0-LNH-XX-EFCM	Commodities (Federal) – Lunch
BKF-0-0-BKF-XX-EFOD	Food – Breakfast
BKF-0-0-BKF-XX-ESUP	Supplies-Consumable – Breakfast
BKF-0-0-BKF-XX-ENCQ	Non-Capital Equipment – Breakfast
SFS-0-0-SLN-XX-EFOD	Food – Summer School
SFS-0-0-SLN-XX-ESUP	Supplies-Consumable – Summer School
SFS-0-0-SLN-XX-ENCQ	Non-Capital Equipment – Summer School
SFS-0-0-SLN-XX-EFCM	Commodities (Federal) – Summer School
DNR-0-0-DNR-XX-EFOD	Food – Dinner
DNR-0-0-DNR-XX-ESUP	Supplies-Consumable – Dinner
SNK-0-0-SNK-XX-EFOD	Food – Snack
SNK-0-0-SNK-XX-ESUP	Supplies-Consumable – Snack
CAT-0-0-FNP-XX-EFOD	Food – Non-program
CAT-0-0-FNP-XX-ESUP	Supplies-Consumable – Non-program