

**(ATTACHMENT 78) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS
RELATED TO SCHOOL NUTRITION**

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

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT FOURTH 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 and third one-year extension periods and executed Contract Extensions and Modifications ("the Second Extension" and "the Third Extension") to that effect in July 2015 and July 2016, respectively. Due to a normalization of the nutrition benefit rate additional funds were added, the parties further amended the Contract, First Extension, as amended, Second Extension and Third Extension in December 2016 to provide additional funds.

The parties now mutually agree to extend the Contract for the fourth and final additional one-year term, from July 1, 2017 through June 30, 2018, under the same terms and conditions as set forth in the original Contract, the First Extension, as amended, the Second Extension, and the Third Extension, as amended, except for those specifically modified below.

The amount to be encumbered in this fifth and final year of the Contract shall not exceed \$27,100,000.

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, the Second Extension and the Third Extension, as amended, are modified to include the following as replacement to any reference to total compensation or encumbrance amount: "Total compensation under this Contract for Year 5 shall not exceed \$27,100,000."
2. Paragraph 9 of the Contract is deleted in its entirety and replaced with the following:

"Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, 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 Contractor 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 Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor 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. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract."

CONTRACTOR

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

By: _____

*Kari H. Race, J.D., Acting Director
Procurement & Risk Management*

Date: _____

Date: _____

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

By: _____

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

Tax ID:

Date: _____

Budget code(s): BKF-0-0-BKF-DW-EFOD
LNC-0-0-LNH-DW-EFOD
DNR-0-0-DNR-DW-EFOD

By: _____

*Mark A. Sain, President
Milwaukee Board of School Directors*

Date: _____

Board Approval Date: _____

Reviewed By: _____

Risk Management

Date: _____