

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Contract Requisition Number: CR057115

Contract Number: C031211

Vendor Number: V030555

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this day 26th of March 2023, by and between **College Campus Tours LLC** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide an All-Inclusive College Tour for approximately 100 students and ten staff members. The tour includes roundtrip motor coach, airfare, hotel rooms, national, historical, and cultural awareness visits, sightseeing, and career and college visits. Students will tour colleges and visit numerous sights in the Alabama and Georgia region from March 27 – 30, 2023. The tour includes stops at Morehouse College, Spelman College, Clark Atlanta University, Alabama State University, Martin Luther King Center, Tuskegee University, Alabama State University, Miles College, the George Washington Carver Museum, the Birmingham Civil Rights Museum, and several other planned events. “All-Inclusive Services and Tentative Trip Itinerary” are as follows:

All-Inclusive Services & Itinerary

Monday, March 27, 2023

*4:00 AM meet at General Mitchell International Airport in Milwaukee
6:00 AM flight to Atlanta Hartsfield-Jackson International Airport
9:00 AM arrive at Atlanta Hartsfield-Jackson International Airport
10:35 AM Load College Campus Tours motorcoach
11:00 AM Tour Morehouse College
Tour Spelman College
12:30 PM Lunch on Campus
2:00 PM Tour Clark Atlanta University
6:00 PM visit the Martin Luther King Center
Dinner (not Included)
9:00 PM Check into Hotel*

Tuesday, March 28, 2023

*6:05 AM Wellness Workout; optional not required
6:45 AM Breakfast at the Hotel
9:00 AM Career Development visit #1t
C. D. Moody Construction Co. Inc.
1:00 PM Lunch
2:00 PM Career Development visit #2
Engineering Design Technologies Inc.
Dinner (not Included)
9:00 PM Return to Hotel*

Wednesday, March 29, 2023

*6:05 AM Wellness Workout; optional not required
6:45 AM Breakfast at the Hotel
8:00 AM depart to Tuskegee, AL
9:00 AM visit the Tuskegee Airport
11:00 AM Tour Tuskegee University
1:00 PM Lunch on Campus
visit the George Washington Carver Museum
2:00 PM depart to Montgomery, AL
3:00 PM Tour Alabama State University
5:00 PM depart to Birmingham, AL
Dinner (not Included)
9:00 PM Return to Hotel*

Thursday, March 30, 2023

*6:00 AM Student and Staff
6:05 AM Wellness Workout; optional not required
6:45 AM Breakfast at the Hotel
8:30 AM Tour Miles College
Lunch on Campus
visit Birmingham Civil Rights Museum*

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*visit Kelly Ingram Park
visit 16th Street Baptist Church
Dinner (not Included)
7:00 PM depart to Atlanta Hartsfield-Jackson International Airport
11:00 PM flight to General Mitchell International Airport MKE
11:59 PM arrive at General Mitchell International Airport in Milwaukee*

Contractor shall provide, at its own expense, all personnel, supplies, and equipment required to perform the services under this Contract.

2. TERM

This Contract shall be in effect on March 26, 2023 through April 2, 2023.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor 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 \$138,595.00. The cost per student is \$1,259.95

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.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Milwaukee Public Schools
ATTN: Ophelia T. King, Manager of School Counseling
5225 W. Vliet Street
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. 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, Contractor 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

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.

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6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

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.

7. BACKGROUND CHECKS

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 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.

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 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.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

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

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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.

9. 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 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.

10. IRREPARABLE HARM

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

11. TERMINATION BY CONTRACTOR

Contractor 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, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

12. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor 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 five (5) 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, Contractor promptly cures the alleged violation with five (5) 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 Contractor for use in completing the Contract.

13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor 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.

Contractor 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. Contractor specifically covenant not to file any complaint, charge, or claim with any local,

state or federal agency or court in which Contractor 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 Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any

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obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor 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 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.

15. 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.

16. PROHIBITED PRACTICES

- A. Contractor 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 Contractor, has a conflict of interest.
- B. Contractor 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 Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

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."

18. 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.

19. 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.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, 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 Contractor'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.

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.

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21. 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.

22. TIMING

Time is of the essence in this Contract.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor 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. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors 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").

24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor 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).

25. STUDENT DATA

Contractor 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 Contractor 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 Contractor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor 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 Contractor 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. Contractor 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 Contractor 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.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

27. MPS LOGO/PUBLICITY

No Contractor 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.

28. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

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29. 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.* Contractor 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 Contractor 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.

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. 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.

CONTRACTOR (Vendor #: V030555)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____

Date: _____

College Campus Tours, LLC
P.O. Box 355
Fayetteville, GA 30214
404-755-3535

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

Date: _____

SSN / FEIN: XXXXXXXXXX

Budget Code: FLD-H-S-9Y-3EO-ECTS

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

Date: _____

By: _____
Insurance Compliance

Date: _____



collegecampustours™

College Campus Tours, LLC

Tour Group Booking Contract

www.CollegeCampusTours.net

PO Box 11355
Atlanta, GA 30310

support@CollegeCampusTours.net

404-755-3535 (office)
404-393-9381 (fax)

Today's Date	December 22, 2022					
Sales Person	Shaun I Lain					
Company Email	Booking@CollegeCampusTours.net					
Destinations	Alabama-Georgia Region					
School / Organization	MILWAUKEE BOARD OF SCHOOL DIRECTORS					
Address of School / Organization	Milwaukee Public Schools	Phone	972-291-1581 ext	Fax		
	ATTN: Ophelia T. King, Manager of School Counseling		4711972-291-1581 ext 4711			
5225 W. Vliet Street						
Milwaukee, WI 53208						
Leader of School / Organization	Keith P. Posley, Ed.D.	Email	crosbycn@milwaukee.k12.wi.us	Phone / Cell	414-475-8507	
Person In Charge of Tour	Cheryl Crosby	Email	crosbycn@milwaukee.k12.wi.us	Phone / Cell	414-475-8507	
Tour Information			Tour Includes the Following:			
Date of Tour	March 27 -30, 2023		ALL Inclusive Package for this Group for the Itinerary			
Depart Address		Return Address				
Depart Time	4:00 am	Return Time				11:59 pm
Adult Rooms	10	Student Rooms				25

CONTRACTUAL TERMS

Payment Schedule

- a. Security Deposit- To execute this contract, **contractual school / organization** will sign this form and pay a security deposit of \$10,000.00 or 50% of the total charge, *whichever is greater*.
- b. The tour fee is due as follows:

Deposit Due:	February 10, 2023	2nd balance due:	April 27, 2023
Deposit Amount:	69,300.00	2nd Amount:	69,295.00

- c. Upon execution of this agreement, College Campus Tours, LLC is reserving all elements (hotel, transportation, etc.) for the **MPS aka Milwaukee Public Schools**. In the event that the **MPS aka Milwaukee Public Schools** cancels for whatever reason (except reasons such as act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease, governmental regulations or other causes beyond **MPS's** reasonable control), the above deposits will be kept by College Campus Tours, LLC for future tours; these deposits can be applied for an adjusted date as long as airline and bus company agrees. Furthermore, if the **contractual school / organization** has paid accordingly and then cancelled 30 days prior to departure, than 50% of the contract is applied to future tour dates based as long as airline and bus company agrees.

- d. All Credit card payments are subject to a 3% processing surcharge fee. Make checks payable to **College Campus Tours**.

The complete balance must be paid in full:

Final Balance	April 27, 2023	Final balance due:	\$138,595.00
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student must be committed to maximizing his or her potential. This program is designed to support schools and other educational programs in an effort to prepare students to successfully handle the complexities of today's society. Our focus is to enhance each student's self-confidence, motivation, and self-esteem.

Purpose of Tour

College touring exposes young people to new places, new people and new ideas. Touring brings history lessons to life, gives civics lessons depth, and exposes eager young minds to challenges and situations that they wouldn't otherwise experience. Positive college tour experiences create well-rounded young people who appreciate the world and the people around them.

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Goals for each College Tour

- Upon completion of the tour, 70% of students will have raised their career goals and expectations.
- 90% of students who at the beginning of the tour had not planned any further education or training after college will have changed their minds and will be preparing for post baccalaureate (Graduate School).
- 95% of the students will commit to changing their attitudes and increased their performances in current academic subjects.
- Each student will have a realistic educational and career plan for the next four years. They will also be able to demonstrate goal setting, analytical and decision-making skills necessary to adapt that plan as they mature.

Contractual Terms

- College Campus Tours, LLC (hereafter referred to as CCT) agrees to provide the above transportation with a driver from the pickup and drop off designation. CCT is not responsible for events beyond its control such as traffic, weather, safety conditions, mechanical problems or other acts of God. In the event these occur, and CCT cannot complete the trip, CCT will not be responsible for any losses or additional expenses as a result. However, CCT will reimburse MPS for unused/prorated portion of services; if the Tour is canceled due to weather and MPS cannot travel, CCT will reimburse unused/prorated portion of services. CCT is not responsible for any theft or missing articles left on the motor coach.
- The **MPS** is responsible for:
 - e. Any interior damage (**done by students, adults, staff beyond normal wear and tear**) to the motorcoach or equipment; as well the hotel; and other venues that are apart of the tour.
 - f. Any damage to the vehicle or injury to the passengers as a result of chartering party not following known CCT safety rules or directing the driver to deviate from his ordinary route.
 - g. Any injury to the passengers not occurring aboard the coach.
- All notices including cancellation must be in writing.
- CCT recommends you purchase a Travel Protection plan to help protect you and your vacation investment! For questions please call 404-755-3535 or Tripmate: tripmate.com/wpF560E or 855-205-1232.
- This charter is not for a specific bus or hotel and CCT reserves the right to substitute equipment/venue, of equal or better rating/value..
- In the event a greater number of passengers than specified are carried, than the **MPS** will pay CCT a pro-rata additional payment for each passenger above the number specified.
- In the event, for whatever reason, there is any outstanding balance due to CCT beyond 45 days, then **MPS** agrees to pay CCT the outstanding balance plus costs and interest beginning on the date final payment was due at the rate of 10% per annum.

Medical Precautions/Restrictions

If a medical emergency should arise, **the contractual school / organization of this tour** or **College Campus Tours, LLC** staff shall select a physician and/or hospital for the care of the tour participant for any emergency medical treatment that they may require. Note, College Campus Tours, LLC cannot assume responsibility for any of my medical expenses and **the contractual school / organization** agrees to bear such responsibility and pay any such expenses incurred with respect to such medical emergency. College Campus Tours, LLC and its representatives is relieved from any claim or liability or damages as a result of any illness or injury, or any property damage, which **the contractual school / organization** may suffer during scheduled activities. **The contractual school / organization** should understand that the activities have an element of risk and that they must listen carefully to all instructions and obey all rules. College Campus Tours, LLC takes responsibility to actions at fault.

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Code of Conduct for ALL participants (adults & students)

No use or possession of alcohol, controlled substance (drugs) or tobacco at any time.	No water activities are allowed.
Student will not participate in any romantic involvement with other students during the duration of the trip.	No writing graffiti on private property (bus, walls, bathroom stalls, etc.).
All logistics for each tour will be handled by College Campus Tours personnel only. This includes but is not limited to hotel lodging, food, transportation, and scheduling of venues.	Students must be inside hotel rooms by 11:00 p.m. each evening. Students are not allowed to leave room after 11:00 p.m., and are expected to observe the quiet rules of the hotel, in respect for other hotel guests. Adults are expected to enforce curfew expectations as well as an atmosphere of quiet in the hotel.
Adults and students should not leave the hotel or designated area without notification	No swearing, cuss words, or any offensive language.
All chaperones and adults <u>must display a positive persona and attitude</u> . This tour is a launching board for our adolescents to become better decision makers and creative thinkers. Adult attitudes and behaviors must not distract from this critical process.	Adults and students will respect the property of others; they will not steal or take anything from the hotel room that does not belong to them.
An acceptable level of maturity, conduct and dress will be expected at all times.	Prompt attendance is expected at all times for all activities.
Proper respect and consideration for others is expected at all times. Problems are to be resolved with open communication and goodwill. Anger, moodiness, envy, emotional manipulation, pettiness, and immature behavior are to be avoided at all times.	All students must participate in group activities.
All adults and students must be courteous and considerate towards staff.	No additional charges to the room should be made, beyond hotel room and applicable taxes.
Adults and students must not engage in distracting behavior during group activities. This includes but is not limited to cell phone usage, text messaging conversations, personal sidebar conversations, or usage of personal electronic devices.	Adults and students must demonstrate respect for all figures of authority. This includes but is not limited to the Director, bus driver, security officer, tour guides, and college personnel.
The duty of chaperones is to provide support and supervision for the students, and not to engage in curricular instruction or the dissemination of personal beliefs to the group.	Under no circumstance should any adult undermine the intent and purpose of the tour.
Adults and students must accept responsibility for their conduct and judgment at all times. In addition they must accept responsibility for any financial obligations incurred.	Adults and students must comply with all group rules and standards which are announced verbally or in writing by College Campus Tours staff. College Campus Tours shall have complete discretion to terminate participation (and will discuss with school staff) in the college campus tour program and to send home at adult and students own expense. Nobody who is sent home is entitled to any refund from College Campus Tours.
Administrators and teachers have a certain responsibility for their students. This, however, does not supersede the legal responsibility of College Campus Tours, LLC, nor can this responsibility impede on the instructions that are set forth by College Campus Tours, LLC. Cooperation is a must.	The schedule and itinerary will be followed as planned. No tardiness or absences unless required for medical reasons. Adults and students are expected to be mindful of schedules and time constraints in order to ensure that students are accounted for and on time at all group activities. Some alterations in the schedule can be expected; however, personal deviations will not be accommodated. <u>Be prepared to be flexible when necessary.</u>
College Campus Tours reserves the right to document in video, photo, or survey for promotional purposes in future trips. If students recant later, CCT will do its best to remove stated imaging.	All complaints of venues, hotels, and transportation should be addressed directly to and solely with College Campus Tours personnel.

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Any materials created as a result of the performance of this contract may not be retained beyond the end of the term of the contract and is the property of College Campus Tours. Materials include Layout, Agenda, PowerPoint slides, participant handouts, recorded presentations are the property of the College Campus Tours and may not be used without written permission of the College Campus Tours. The materials may not be sold, traded, or repackaged to another entity and may not be used for any purpose other than performing this contract.

**I have read the above contract and agree to the terms and conditions.
This booking will remain tentative until this contract is signed by
customer and received by the company.**

Customer Signature		CCT Representative Signature	
Customer Print		CCT Representative Print	
Date		Date	

Thank you for working with COLLEGE CAMPUS TOURS, LLC