

(ATTACHMENT 10) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR062268

Contract Number: C031965

Vendor Number: V000000873

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 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."

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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.

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.

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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.

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.

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

CONTRACTOR (Vendor #: V0000000873)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

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

Date: _____

Date: _____

Ref Call Something, LLC
6908 N. Lincolnshire Circle
Milwaukee, WI 53223
(414) 248-3405

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

Date: _____

SSN / FEIN: XXXXXXXXXX

Budget Code: RYS-0-0-PRC-RC-ECTS

By: _____
*Marva Herndon, President
Milwaukee Board of School Directors*

Date: _____

Reviewed by Insurance Compliance:

By: _____

Date: _____

Reviewed by Contract Compliance:

By: *Jiquinna Cohen* _____

Date: 08.30.23 _____

Attachment A

ELEMENTARY AND MIDDLE SCHOOL BASKETBALL OFFICIALS – SCOPE OF SERVICES

The contractor (Ref Call Something, LLC) will provide the following services:

1. Assign WIAA approved Basketball Officials for six (6) pre-designated Elementary and/or Middle School MPS/Milwaukee Recreation Basketball locations during the 2023-2024 school year. One (1) location will be in the Fall (2023), and the five (5) other locations will be in the Winter (2023-2024). One (1) of the Winter locations will have two (2) courts running at the same time. The contractor will also assign WIAA approved Basketball Officials for the MPS/Milwaukee Recreation 2023 Middle School City-Wide Girls Basketball Tournament and the 2024 March of Champions Elementary and Middle School Basketball Tournament. Below is a breakdown of the pre-designated basketball locations for the Fall, Winter, Middle School City-Wide Girls Basketball Tournament, and March of Champions Basketball Tournament:

Fall

Middle School Girls Basketball (1 Site / Grades 6th-8th)

Dates: October 7th – November 18th (7 Weeks)

Day: Saturdays

Location: Rufus King HS

Number of Courts: 1

Game Times: 9am, 10am, 11am, 12pm, 1pm, 2pm, 3pm, 4pm

Max Games per Official: 4 Games Max

Officials Needed: 4

Middle School City-Wide Girls Basketball Tournament

Dates: November 17th & 18th

Days: Friday & Saturday

Division: 6th-8th

Locations: TBD

Game Times: TBD

Max Games per Officials: TBD

Officials Needed: 10-12

Winter

Middle School Boys Basketball (3 Sites / Grades 6th-7th & 6th-8th)

Site 1 (6th-8th)

Dates: December 9th – March 2nd (10 Week Regular Season / Site will have one skip date / Games may need to be rescheduled for March 9th)

Day: Saturdays

Location: Obama (5075 N Sherman Blvd, Milwaukee, WI 53209)

Number of Courts: 1

Game Times: 9am, 10am, 11am, 12pm, 1pm, 2pm, 3pm, 4pm

Max Games per Officials: 4 Games Max

Officials Needed: 4

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Site 2 (6th-8th)

Dates: December 9th – March 2nd (10 Week Regular Season / Site will have one skip date / Games may need to be rescheduled for March 9th)

Day: Saturdays

Location: Bradley Tech (700 S 4th St, Milwaukee, WI 53204) / Some games will take place at alternate site due to HS events.

Number of Courts: 1

Game Times: 9am, 10am, 11am, 12pm, 1pm, 2pm, 3pm, 4pm

Max Games per Official: 4 Games Max

Officials Needed: 4

Site 3 (6th-7th)

Dates: December 9th – March 2nd (10 Week Regular Season / Site will have one skip date / Games may need to be rescheduled for March 9th)

Day: Saturdays

Location: Milwaukee School of Languages (8400 W. Burleigh St., Milwaukee, WI 53222)

Number of Courts: 1

Game Times: 9am, 10am, 11am, 12pm, 1pm, 2pm, 3pm, 4pm

Max Games per Officials: 4 Games Max

Officials Needed: 4

Winter

Elementary Coed Basketball (2 Sites / Grades 4th-5th)

Site 4

Dates: December 9th – March 2nd (10 Week Regular Season / Site will have one skip date / Games may need to be rescheduled for March 9th)

Day: Saturdays

Location: Garland (3120 W Green Ave, Milwaukee, WI 5322)

Number of Courts: 1

Game Times: 9am, 10am, 11am, 12pm, 1pm, 2pm, 3pm, 4pm

Max Games per Officials: 4 Games Max

Officials Needed: 4

Site 5

Dates: December 9th – March 2nd (10 Week Regular Season / Site will have one skip date / Games may need to be rescheduled for March 9th)

Day: Saturdays

Location: Vincent (7501 N Granville Rd, Milwaukee, WI 53224)

Number of Courts: 2

Game Times: 9am, 10am, 11am, 12pm, 1pm, 2pm, 3pm, 4pm

Max Games per Officials: 4 Games Max

Officials Needed: 8

March of Champions Tournament

Elementary and Middle School Basketball

Dates: March 15th - 17th

Days: Friday, Saturday, Sunday

Divisions (By Grade): 4th-5th, 6th-7th, & 6th-8th

Locations: TBD

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Game Times: TBD

Max Games per Officials: TBD

Officials Needed: 20-25

2. This includes regular season games, position day games, tournament games, and special event games.
3. Manage all officials' assignments, officials' changes, and placement of substitute officials when necessary.
4. Provide payment to all Basketball officials, at a location not considered MPS property.
5. Provide a printed roster with contact information of all officials to MPS/Milwaukee Recreation one (1) week prior to the start of each season.
6. Provide a schedule of assigned officials, updated weekly by Thursday at 6:00pm, via email to the MPS/Milwaukee Recreation Youth Sports Supervisor and Manager.
7. Assign a weekly Officials Liaison that will be on-call during all morning and afternoon Basketball games to address on-site official's changes, updates, and revisions.
8. The weekly Officials Liaison must maintain constant contact with the MPS/Milwaukee Recreation Youth Sports Office.
9. The weekly Officials Liaison may NOT work games as an official during scheduled game times and dates, as their services will be needed to assign officials and handle any issues that arise.
10. Facilitate a rules interpretation clinic for Basketball officials and personnel once prior to the start of the season, and twice during the season. All officials assigned MUST attend this meeting to be considered eligible to work. MPS/Milwaukee Recreation Youth Sports Office will provide space for the clinic.
11. Facilitate a Basketball officials rules meeting 2 weeks into each season and before position day, tournament games, or special event games begin. MPS/Milwaukee Recreation Youth Sports Office will provide space for the meetings.
12. Ensure all officials report to their assignment 15 minutes prior to the start of the first game.
13. Ensure that all officials wear proper WIAA basketball officials' attire.
14. Ensure officials are not assigned to the same location for consecutive weeks throughout the season. Officials should be assigned to different locations weekly.
15. Provide appropriate IRS Reporting/Documentation to sub-Vendors.
16. Complete on-site evaluations of officials and provide MPS/Milwaukee Recreation Youth Sports Office with a summary of all officiating services.
17. Provide copies of payment vouchers to MPS/Milwaukee Recreation weekly, beginning 09/25/23 for Fall, 11/20/23 for the Middle School City-Wide Girls Basketball Tournament, 12/11/23 for Winter, and 03/18/24 for March of Champions Tournament.
18. Have a wrap-up meeting with the Youth Sports Supervisor and Manager within four weeks of the last scheduled game each season.
19. Reimburse MPS/Milwaukee Recreation for any and all overpayment of official's fees for services.
20. Provide proof to MPS/Milwaukee Recreation that all Basketball officials have successfully completed a State of Wisconsin criminal background check, through the WIAA. All officials must PASS the criminal background check prior to officiating a game in the MPS/Milwaukee Recreation Youth Sports leagues.
21. Dates, times, and locations listed in the contract are subject to change. Any changes will be communicated to the contractor immediately.
22. In the event a site(s) is closed on a certain week, for whatever reason, the contractor will work with the MPS/Milwaukee Recreation Supervisor and Manager to assign officials to an alternate location if games are available.