

(ATTACHMENT 3) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR028525

Contract Number: B0001252

Vendor Number: V0548197

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

On March 25, 2016, the Milwaukee Board of School Directors and Robert Munger d/b/a Munger Technical Services entered into Professional Services Contract number C024853, with a term of March 25, 2016 through March 31, 2017. The Contract, (¶ 2), provided for two additional one-year extensions upon mutual written consent of the parties and in consideration of the performance metrics listed therein. Based on the Contractor's achievement of those performance metrics, the parties now mutually agree to extend the Contract for the first additional one-year term. The contract number will now be B0001252.

As such, the Contract will be extended for a second term, from April 1, 2017 through March 31, 2018, under the same terms and conditions as set forth in the original Contract, except for those specifically modified below.

The amount to be encumbered on the Contract shall not exceed \$150,000.00 in this extension period.

In accordance with ¶ 19 of the Contract, the parties also modify those terms and conditions identified below.

MODIFIED TERMS:

1. Paragraph 3 of the Contract is modified to include the following provision: "Total compensation under this Contract for the period from April 1, 2017 through March 31, 2018 shall not exceed \$150,000.00."
2. Paragraph 5 of the Contract is modified as follows: the existing text "because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex" is deleted and replaced with "on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, martial or parental status, sexual orientation, disability, or socio-economic status."
3. Paragraph 7 of the Contract is deleted in its entirety and replaced with the following:

"Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised 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.”

4. Paragraph 8 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.”

5. Paragraph 16(C) of the Contract is deleted in its entirety and replaced with the following: “Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors’ Administrative Policy 3.09(17), which requires that employees be paid a ‘living wage’.”

CONTRACTOR

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

By: _____

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

Date: _____

Date: _____

Robert Munger d/b/a Munger Technical Services
4768 North Cumberland Boulevard
Milwaukee, WI 53211
(414) 332-5700

By: _____

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

Tax ID: _____

Date: _____

Budget code(s):
000-0-0-000-BL-ECTS

By: _____

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

Board Approval Date: _____

Date: _____

Reviewed By: _____

Risk Management

Date: _____