

(ATTACHMENT 8) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Purchase Requisition Number: CR019802
Contract Number: C024675
Vendor Number: V025376

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

On January 1, 2016, the Milwaukee Board of School Directors (“MPS”) and Systems Thinking Group, Inc. (“Contractor”) entered into Professional Services Contract number C024675 with a term of January 1, 2016 through June 30, 2017. The parties now mutually agree to extend the Contract for an additional one-year term from July 1, 2017 through June 30, 2018.

As such, the Contract will be extended, from July 1, 2017 through June 30, 2018 (“Year 2”), under the same terms and conditions as set forth in the Contract, except as specifically set forth below.

The amount to be encumbered on the Contract shall not exceed \$178,030 in Year 2.

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

MODIFIED TERMS:

- 1. Paragraph 1 of the Contract is deleted in its entirety and replaced with the following: “Contractor shall specifically perform the following tasks:

Provide workshop facilitation and follow-up professional development coaching for the MPS Systems Thinking – Links to Leadership project. The following services shall specifically be provided:

- a) (1) Offering: School Based – Systems Thinking Level 1 Training for School Based Personnel (3-day workshop), (late summer/fall 2017 school year);
- b) (1) Offering: School Based – Systems Thinking Level 1 for School Based Personnel (3-day workshop), facilitated by MPS staff with mentoring/support by Contractor personnel (by June 2018);
- c) (1) Offering: School Based – Systems Thinking Level 2 for School Based Personnel (3-day workshop), (2017-2018 school year);
- d) (1) Offering: Central Services – Systems Thinking Level 1 for Central Services Personnel (3-day workshop), (2017-2018 school year);
- e) (6) Additional Training Days: Capacity Building for Systems Thinking Task Force, Community Schools, Systems Thinking Principal Cohort, (2017-2018 school year); and
- f) (75) Systems Thinking Capacity Building Days: To include School Based/Central Services coaching, User Group Facilitation, consulting, TOT Development.

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

- 2. Paragraph 2 of the Contract is modified as follows: “June 30, 2017” is deleted and replaced with “June 30, 2018.” In addition the “Performance Metrics” table is deleted in its entirety and replaced with the following table:

Performance Metrics	Points
Responsiveness to requests from MPS personnel	15
Quality of services provided regarding professional development as measured by survey administered through MPS Department of Research and Development	30
Quality of services provided regarding follow-up on-site coaching including:	30

completion of coaching template for each educator coached and as evidenced by end-of-year survey administered through the MPS Department of Research and Development for feedback on coaching support	
Professionalism and adherence to district process and protocols	15
Accuracy of invoices	10
Total	100

- Paragraph 3 of the Contract is modified to include the following provision: “Total compensation under this Contract for the term from July 1, 2017 through June 30, 2018 shall not exceed \$178,030.00.”
- 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.”

CONTRACTOR

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

By: _____

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

Date: _____

Date: _____

Systems Thinking Group, Inc.

150 Gamma Drive
Pittsburgh, PA 15238
(412) 968-9700

By: _____
Darienne B. Driver, Ed.D.
Superintendent of Schools

Tax ID:

Date: _____

Budget code(s): GEN-0-I-1V8-OI-ECTS

By: _____
Mark A. Sain, President
Milwaukee Board of School Directors

Date: _____