

## (ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR013117

Contract Number: B0001092

Vendor Number: V022495

### MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT SECOND EXTENSION & MODIFICATION

On December 1, 2014, the Milwaukee Board of School Directors and Goodwill TalentBridge, LLC entered into Professional Services Contract number B0001092 with a term of January 1, 2015 through December 31, 2015. The Contract, (¶ 2), provided for two additional one-year extensions by mutual consent. The parties mutually agreed to extend the Contract for the first additional one-year period and an Extension & Modification (“the First Extension”) was executed for a period of February 1, 2016 through January 31, 2017. The parties now mutually agree to extend the Contract for the second and final additional one-year period.

As such, the Contract will be extended for an additional one-year term, from February 1, 2017 through January 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 \$6,442,800.00 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 1 of the Contract and paragraph 1 of the First Extension are modified as follows: any reference to a previous Exhibit A to RFP 865 is replaced with the Exhibit A attached hereto, which has been updated for year 3 of the Contract. Exhibit A is specifically incorporated by reference as if fully set forth herein and is hereby made a material part of this Contract. The rates and estimates included in the updated Exhibit A replace any references to the same, pertaining to previous years, in the Contract and First Extension.
2. Paragraph 3 of the Contract and paragraph 2 of the First Extension are modified to include the following provision: “Total compensation under this Contract for the period from February 1, 2017 through January 31, 2018 shall not exceed \$6,442,800.00.”
3. 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.”
4. 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](mailto: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.”

5. 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.”

- 6. 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: \_\_\_\_\_

*Kristen DeCato, Director  
Procurement & Risk Management*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Goodwill TalentBridge LLC  
200 W. Vogel Avenue  
Milwaukee, WI 53207

By: \_\_\_\_\_

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

Tax ID: \_\_\_\_\_

Date: \_\_\_\_\_

Budget code(s):  
SFS-0-0-HRO-HR-ECTS \$25,000.00.00  
000-0-0-000-BL-ECTS \$6,417,800.00

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

*Risk Management*

Date: \_\_\_\_\_

**RFP 865 Staffing Services  
Exhibit A COST PROPOSAL WORKSHEET- Revised**

Vendor Goodwill TalentBridge LLC

SERVICES				
DELIVERABLE As Proposed in Section 1.2 Rate for each Position or Item Proposed in response to Section 1.2	UNIT OF COST	Year 3 Rate	Year 3 Annual Quantity Estimate	Year 3 Annual Total  (=Year 1 Rate x Year 1 Annual Quantity Estimate)
1. Annual rate for administering and managing Staffing Services for MPS including dispatching of substitute teachers, clerical, HCA, and FSA	Vendor to quote Rate per Year*	<u>\$25,125</u>	1	<u>\$25,125</u>
<b>Service for Provision of Substitutes</b>				
2. Provide Substitute, Secretarial/ Clerical	Vendor to quote Hourly rate per Person*	<u>\$16.64/hr</u>	30,000 Hours  [Based on 30 people at 1000 hours each]	<u>\$499,200.00</u>
3. Provide Substitute, FSA	Vendor to quote Hourly rate per Person*	<u>\$14.35/hr</u>	40,000 Hours  [Based on 40 people at 1000 hours each]	<u>\$574,000.00</u>
4. Provide Substitute, HCA	Vendor to quote Hourly rate per Person*	<u>\$21.08/hr</u>	45,000 Hours  [Based on 45 people at 1000 hours each]	<u>\$948,600.00</u>
5. Provide Substitute, Custodial	Vendor to quote Hourly rate per Person*	<u>\$14.35/hr</u>	40,000 Hours  [Based on 40 people at 1000 hours each]	<u>\$574,000.00</u>

<b>SERVICES</b>				
<b>DELIVERABLE</b> As Proposed in Section 1.2 Rate for each Position or Item Proposed in response to Section 1.2	<b>UNIT OF COST</b>	<b>Year 3 Rate</b>	<b>Year 3 Annual Quantity Estimate</b>	<b>Year 3 Annual Total</b>  (=Year 1 Rate x Year 1 Annual Quantity Estimate)
6. Provide Substitute, Safety Assistants/ Security	Vendor to quote Hourly rate per Person*	<u><b>\$16.64/hr</b></u>	30,000 Hours  [Based on 30 people at 1000 hours each]	<u><b>\$499,200.00</b></u>
7. Provide Substitute, School Nurse Associates	Vendor to quote Hourly rate per Person*	<u><b>\$31.90/hr</b></u>	5,000 Hours  [Based on 5 people at 1000 hours each]	<u><b>\$159,500.00</b></u>
8. Provide Substitute, Bookkeeper	Vendor to quote Hourly rate per Person*	<u><b>\$24.96/hr</b></u>	5,000 Hours  [Based on 5 people at 1000 hours each]	<u><b>\$124,800.00</b></u>
9. Provide Substitute, Information Technology position	Vendor to quote Hourly rate per Person*	<u><b>\$27.74/hr</b></u>	10,000 Hours  [Based on 10 people at 1000 hours each]	<u><b>\$277,400.00</b></u>
10. Provide Substitute Teachers	Vendor to quote Hourly rate per Person*	<u>Level 1:</u> <u>\$28.05/Hr</u>  <u>Level 2:</u> <u>\$31.95/Hr</u>  <u>Level 3:</u> <u>\$35.50/Hr</u>	Undetermined hours	
<b>Grand Total</b>  (Total of #1-9 “Year 1 Annual Total” lines)				