

**(ATTACHMENT 4) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS
RELATED TO TEXTBOOKS**

Contract Requisition Number CR056281
Contract Number B0001491
Vendor Number V017220

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
TEXTBOOK/INSTRUCTIONAL MATERIALS CONTRACT**

This AGREEMENT entered into this 17th day of June 2022, and between **Wisconsin Historical Society Press** (hereinafter referred to as "Vendor") and the Milwaukee Board of School Directors, contracting authority for Milwaukee Public Schools (hereinafter referred to as "MPS") This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 1063

1. SCOPE OF SERVICES

Vendor shall supply the Textbook/Instructional Materials and associated items ("deliverables") listed in Exhibit 2 RFP 1063 Cost Proposal Worksheet, attached hereto and incorporated by reference, to MPS schools throughout the term of this Contract. All components are available in Spanish (e.g., graphic organizers, videos, online interactive games and activities, additional resources, etc.)

2. COST

The cost of each deliverable is identified in Exhibit 2 RFP 1063 Cost Proposal Worksheet by subject area. Cost shall be guaranteed for the entire term of the Contract. Vendor will also guarantee availability of the items listed on Exhibit 2 RFP 1063 Cost Proposal Worksheet for the entire term of the Contract. Total compensation under this contract shall not exceed \$453,257.29.

3. QUANTITIES

The quantities of the deliverables will be as identified by MPS. MPS reserves the right to increase or decrease quantities as required by student enrollment and class need. There is no guarantee of the quantity of deliverables that will be purchased pursuant to this Contract.

4. FREE MATERIALS

Any free materials offered by Vendor, and identified in Exhibit 2 RFP 1063 Cost Proposal Worksheet, must be offered throughout the term of this Contract in the same ratio as initially offered, i.e., if one free teacher's edition is initially offered for each 40 student editions offered, a free teacher's edition must accompany an order of 40 student editions automatically over the entire eight-year term of this Contract.

5. DELIVERY

For the initial purchase, MPS's Chief Academic Office will provide Vendor with quantities and locations. Vendor shall then drop ship the deliverables directly to the locations at no additional charge. Subsequent orders throughout the term of the Contract will be made directly by individual schools and will also include shipping at no additional charge.

6. PROFESSIONAL DEVELOPMENT

Vendor shall provide, at no additional cost to MPS, the amount of face-to-face professional development identified in its Response to the RFP necessary for all relevant MPS staff to effectively use the adopted materials.

7. BAR CODING AND PHYSICAL PROCESSING OF TEXTBOOKS

Barcode are required for physical books only. MPS will purchase and ship bar codes to Vendor. Vendor will affix the barcodes on the textbooks.

8. INDEMNITY

To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless, MPS, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorneys' fees by reason of liability for damages, including suits at law or in equity, caused by any wrongful, intentional or negligent acts or omissions of Vendor, or its agents which may arise out of or are connected with the activities covered by this Contract. Contractor shall not be required to indemnify actions caused by MPS or a 3rd party, unless said 3rd party is a subcontractor of Contractor.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of MPS' negligence for acts, policies, or directives that affect the activities covered by this Contract.

9. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

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Vendor understands and agrees that financial responsibility for claims for damages to any person, or to Vendor's employees and agents, shall rest with the Vendor. Vendor shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Professional 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 Vendor 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
Professional Liability	\$1,000,000 per occurrence
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

MPS shall be named as an additional insured under Vendor's general liability insurance and umbrella liability insurance. Evidence of all required insurances of Vendor shall be given to MPS.

10. TERMINATION FOR CAUSE

Should Vendor fail to perform fully, faithfully and promptly any obligation owed MPS this contract, MPS may, at its election, consider the breach material and, terminate the contract in its entirety with 30 days' written notice. Failure on the part of the Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to recover any cost incurred by the Vendor up to the date of termination. Such termination, or failure to terminate, by MPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which MPS may have against Vendor. No failure of MPS to utilize a remedy afforded by law or contract upon any breach by Vendor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Vendor in the future.

11. NON APPROPRIATIONS CLAUSE

If appropriate funds are not allocated or otherwise made available for continued performance for any fiscal period of this Contract, the parties agree this Contract shall terminate and any future obligations shall be discharged; but the rights and obligations existing at the time of termination shall be fulfilled.

12. 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. Vendor shall have the right to assign its obligations hereunder in connection with a merger, combination, or sale or exchange of its stock assets or product lines (or similar transactions.)

13. PROHIBITED PRACTICES

Vendor during the period of this contract shall not hire, retain or use for compensation any member, officer, or employee of MPS or any person who, to the knowledge of Vendor, has a conflict of interest.

Vendor hereby attests it is familiar with MPS' Code of Ethics, which states, in part, "An 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."

14. NOTICES

Notices to Vendor provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the Vendor's signatory on the contract at the listed address in the signature block.

Notices to MPS provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to Contract Law Coordinator, Milwaukee Public Schools, 5225 West Vliet Street, Room 160, Milwaukee, WI 53208.

15. LIQUIDATED AND STIPULATED DAMAGES

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Notwithstanding any available remedy at law or in equity, if Vendor fails to have the adopted materials available for the entire term of the Contract and instead makes an alternate or new edition available, Vendor shall replace, on a one-to-one basis, the legacy books with the alternate or new edition at no additional charge to MPS

Notwithstanding any available remedy at law or in equity, for every instance in which Vendor fails to provide the pricing set forth herein, (e.g., failure to include free materials with orders, charges shipping, overcharges on pricing), MPS shall impose liquidated damages of \$50 per instance.

16. SEVERABILITY

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 agreements or covenants were not contained herein

17. NON DISCRIMINATION

Vendor is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, handicap, national origin, sex, age, or socio-economic status. This obligation shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship

18. INTEGRATION

This Contract, its exhibits, RFP 1063 and Vendor's Response to RFP 1063 constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and agreements 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

19. APPLICABLE LAW; VENUE

This Contract shall be governed by the laws of the State of Wisconsin, without regard to its conflicts of law provisions. Any suit, action, or proceeding with respect to this Contract, or any judgment entered by any court in respect thereof, must be brought in the Courts of the State of Wisconsin.

20. RETURNS

MPS reserves the right to reject or return any items. All return freight charges associated with the rejected materials shall be borne by Vendor and no restocking fees shall apply

21. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Vendor certifies that neither Vendor nor its principals, the sub-recipients or their principals; or the subvendors 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. Vendor specifically covenants that neither Vendor nor its principals, the subvendors or their principals, nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA")

22. FORCE MAJEURE

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

23. AUDIT

Upon request, and within a reasonable amount of time, Vendor shall be required to provide MPS with an audit in a mutually agreeable format to ensure the MPS is being charged the correct price as set forth herein

24. ORDER OF PRIORITY

In the event of conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be 1) this Contract; 2) RFP 1063; and 3) Contractor's Response to RFP 1063

25. INDIVIDUALS WITH DISABILITIES EDUCATION ACT OF 2004

The Individuals with Disabilities Education Act of 2004 ("IDEA") establishes the National Instructional Materials Accessibility Standard ("NIMAS") (see 34 C.F.R. § 300.172(a)(1)). Vendor agrees to prepare and submit files meeting NIMAS requirements to

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the NIMAC at the American Printing House for the Blind (“APH”) located in Louisville, Kentucky. Should Vendor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the purchased products to the NIMAC. The files will be used for the production of accessible formats as permitted under the law for students who are blind or have other print disabilities.

26. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 5%. The student engagement requirement of this Contract is 600 hours. The Career Education requirement for this Contract is 20 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.

27. TERM OF CONTRACT

This Contract may remain in force for up to eight (8) years at MPS’s discretion. MPS may opt out of the agreement annually on the contract’s anniversary date of August 1, 2022. The parties may agree to extend the Contract for an additional year.

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

CONTRACTOR (Vendor # V017220)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By _____
Authorized Representative

By _____
*Janine Adamczyk
Director, Department of Procurement & Risk Management*

Date. _____

Date. _____

Wisconsin Historical Society Press
11030 South Langley Avenue
Chicago, IL 60628
(800) 522-2135

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

Date. _____

FEIN [REDACTED]

Budget Code SSC-0-I-8G3-CI-ETXB

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

Date. _____

Reviewed by Risk Management.

By. _____

Date. _____

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EXHIBIT 2

RFP 1063 COST PROPOSAL WORKSHEET

Respondent Name: State Historical Society of Wisconsin
Subject Area: K-8 Social Studies; Wisconsin State History

A cost proposal worksheet must be submitted for each subject area respondent is offering. Bid price for all textbooks and supplemental information to include all costs for handling and shipping to Milwaukee Public Schools.

Please list below all of the materials that are included in a set for students, as well as a teacher edition, including the type of material it is (e.g., student text, teacher edition, student consumables, DVD, big books), as well as individually price the item

Title	Author/Editor	Edition	Copyright	ISBN #	Material Type	**Free Ratio	Need to be reordered on a per year basis (Y/N)	Replacement Cost
<i>Wisconsin Our State, Our Story</i>	Authors: Bobbie Malone, Kori Oberle, and Kurt Griesemer Editor: Ted Maust	Second	2016	978-0-87020-796-9	Print edition of student text in English	Order 25 copies to get 1 Teacher's Edition and 1 Student Activity Guide for free	N	\$62.95
<i>Wisconsin Our State, Our Story</i>	Authors: Bobbie Malone, Kori Oberle, and Kurt Griesemer Editor: Ted Maust	Second	2016	978-0-87020-799-0	Digital edition of student text in English	Order 25 copies to get 1 Teacher's Edition and 1 Student Activity Guide for free	Y	\$49.95
<i>Wisconsin Nuestra Estado, Nuestra Historia</i>	Authors: Bobbie Malone, Kori Oberle, and Kurt Griesemer Editor: Ted Maust	Second	2017	978-0-87020-800-3	Print edition of student text in Spanish	Order 25 copies to get 1 Teacher's Edition and 1 Student Activity Guide for free	N	\$62.95
<i>Wisconsin. Nuestra Estado, Nuestra Historia</i>	Authors: Bobbie Malone, Kori Oberle, and	Second	2017	978-0-87020-802-7	Digital edition of student	Order 25 copies to get 1 Teacher's	Y	\$49.95

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	Kurt Griesemer Editor: Ted Maust				text in Spanish	Edition and 1 Student Activity Guide for free		
<i>Wisconsin Our State, Our Story Teacher's Edition</i>	Authors: Bobbie Malone, Kori Oberle, Susan O'Leary, and Kurt Griesemer Editor: Ted Maust	Second	2016	978-0-87020-798-3	Print edition of teacher's guide		N	\$99.95
<i>Wisconsin Our State, Our Story Teacher's Edition</i>	Authors: Bobbie Malone, Kori Oberle, Susan O'Leary, and Kurt Griesemer Editor: Ted Maust	Second	2016	978-0-87020-968-0	Digital edition of teacher's guide		Y	\$99.95
<i>Wisconsin Our State, Our Story Student Activity Guide</i>	Authors: Mary Mullen and Kurt Griesemer Editor: Ted Maust	Second	2016	978-0-87020-821-8	Digital edition of student activity guide in English		Y	39.95
<i>Wisconsin Nuestra Estado, Nuestra Historia Guía de Actividades del Estudiante</i>	Authors: Mary Mullen and Kurt Griesemer Editor: Ted Maust	Second		978-0-87020-822-5	Digital edition of student activity guide in Spanish		Y	39.95

*Cost submitted shall be all-inclusive, including but not limited to, any and all administration expenses, overhead expenses, staffing costs, etc.

**Free Ratio means the number of books that need to be purchased to qualify for one free item

Any modification to this form will be considered non-compliance with the format and content parameters. Any supplemental pricing information attached or referenced will not be considered.