Contract Number: BC1001446 RFQ Number: 25-017

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 18th day of April, 2025, by and between Milwaukee Chalkboard & Specialties ("Contractor") and Milwaukee Board of School Directors ("MPS").

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Provide all services as requested by MPS and in accordance with the Scope of Services and requirements of RFQ #25-017 as outlined in your proposal dated March 27, 2025, to provide Visual Display Board services for Various MPS Sites.

RFQ #25-017 (including all exhibits and addenda) and Contractor's Response to RFQ #25-017, are incorporated herein by reference. All minimum respondent qualifications of the RFP are material terms of this Contract with which Contractor must comply.

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

2. TERM: April 18, 2025 – April 17, 2028

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed contract with approval to proceed shall not be compensated pursuant to this contract. Any continuation of the contract beyond this term must be set forth in writing and signed by the original signatories to the contract.

3. COMPENSATION

The above-mentioned services will be provided on an as-needed basis for a fee not-to-exceed the rate schedule identified in the response to RFP #25-009, dated March 11, 2025 – See Attachment A.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

DFMSProcurement@milwaukee.k12.wi.us

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this contract. In the event MPS does not pay an invoice within 30 days, no interest shall accrue on the payment due to Contractor.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not be limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

6. INDEMNIFICATION

A. INDEMNIFICATION OBLIGATIONS IN GENERAL

Except for agreements to which Wis. Stat. § 443.20 applies, (in which case Section 6.B. shall apply), Contractor shall indemnify MPS and its officers, agents and employees for all losses, damages, costs, expenses, judgements, accrued interest, liabilities, or decrees arising out of any claim, action in court, or proceeding before an administrative agency that is brought against MPS or any of its subcontractors, officers, agents, or employees for the acts or omissions of Contractor or any of its subcontractors, officers, agents, or employees, in whole or in part in the performance of the covenants, acts, matters or things covered by this Contract, or for injury or damage caused by the alleged acts or omissions of Contractor or any of its subcontractors, its officers, agents or employees. MPS will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which Contractor has a duty to indemnify to Contractor or Contractor's insurer and upon such tender it shall be the duty of Contractor and Contractor's insurer to defend such claim, action or proceeding without cost or expense to MPS or its officers, agents, or employees using counsel selected by Contractor or Contractor's insurer and approved by MPS. Contractor shall not settle any claim, action in court, or proceeding before an administrative agency relating to MPS unless MPS consents to the settlement in writing

B. INDEMNIFICATION OBLIGATIONS IN CIVIL CONTRACTS

If this is an agreement to which Wis. Stat. § 443.20 applies, (i.e., a "civil contract" with a "design professional" for "design professional services" as those terms are defined in Wis. Stat. §§ 443.20(1)(a), (b), and (c)), then the provisions of the previous Section 6.B. shall not apply, and instead, Contractor agrees to indemnify MPS and its officers, agents, and employees for all losses damages, costs, expenses, judgements, accrued interest, liabilities, or decrees arising out of any claim, action in court, or proceeding before an administrative agency that is brought against MPS or any of its subcontractors, officers, agents, or employees for (1) losses proximately caused by Contractor's and/or any subcontractor's negligent performance of the design professional services that do not exceed the proportion of a loss caused by the negligent performance and (2) damages caused by Contractor's and/or any subcontractor's acts or omissions if such acts or omissions involved reckless, wanton, or intentional misconduct. Any indemnification provisions that are included elsewhere in this Contract pursuant to an agreement between MPS and the federal government shall also apply, notwithstanding that they may conflict with this Section 6.B.

C. MPS' LIABILITY

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

7. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

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, 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 Contractor by MPS shall be:

Workers' Compensation Employers' Liability General Liability Professional Liability Auto Liability Umbrella (excess) Liability Statutory Limits \$100,000 per occurrence \$1,000,000 per occurrence/\$2,000,000 aggregate \$1,000,000 per occurrence \$1,000,000 per occurrence \$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 given to MPS. 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.

8. SHIPPING/TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

9. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

10. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

11. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

12. 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. If 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.

13. 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' 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.

14. 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.

15. 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 Resources 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.

16. 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."

17. 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.

18. 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.

19. 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.

20. 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.

21. TIMING

Time is of the essence in this Contract.

22. 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").

23. FORCE MAJUERE

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' reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

24. 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.

25. 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.

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.

26. 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' Executive Director of Communications & Outreach.

27. ORDER OF PRIORITY

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) RFQ #25-017 (including all exhibits and addenda); and 3) Contractor's Response to RFQ #25-017.

28. 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.

29. CCS REQUIREMENT

The HUB requirement on this contract is 0%. The student employment requirement is 0 paid hours per contract year. The Career Education requirement is 0 hours per contract year. Failure to achieve this requirement 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.

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

CONTRACTOR: Milwaukee Chalkboard Specialties	MILWAUKEE BOARD OF SCHOOL DIRECTORS
By:	By:
	By:
Dated:	Dated:
Address: 9853 West Tripoli Avenue	
Milwaukee, WI 53228	By:
Phone Number: <u>(414) 774-7606</u>	Dr. Brenda Cassellius
	Superintendent of Schools
Tax Id or SS	•
Budget Code: Various	By:
-	Marva Herndon
	President - Milwaukee Board of School Directors

REQUEST FOR QUOTATION FORM

VISUAL DISPLAY BOARDS

BLANKET CONTRACT FOR MATERIAL PURCHASES ONLY

PROJECT #25-017

QUOTATIONS DUE: Thursday, March 27, 2025 @ 1:30 PM

(REFER TO PART 5 - QUOTATION SUBMISSION INSTRUCTIONS MUST BE FOLLOWED, OR BID MAY BE REJECTED)

TO: MILWAUKEE PUBLIC SCHOOLS

FROM:

Department of Facilities and Maintenance Services

Company Name

Address:

City, State & Zip:

Telephone:

E-mail:

Addenda Nos

TILWAUKEE CHALKBOARD & SP

MILW WIL 53228

414) 774-7606

(Bidder to fill in Number of Addenda Received)

DO NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS QUOTE AS OTHERWISE THE QUOTE MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE RFQ GENERAL REQUIREMENTS.

YEAR 1 - UNIT PRICES

Width/Height	Porcelain Whiteboard	Cork Tackboard	Porcelain Chalkboard
4' X 4'	\$ 2009	\$ 269	\$ 269
5' X 4'	\$315	\$ 333	\$ 315
6' X 4'	\$380	\$ 399	\$ 380
8' X 4'	\$474	\$532	\$ 474
10' X 4'	\$605	\$669	\$ 605
12' X 4'	\$ 701	\$ 798	\$ 701

YEAR 2 - UNIT PRICES

Width/Height	Porcelain Whiteboard	Cork Tackboard	Porcelain Chalkboard
4' X 4'	\$282	\$ 282	\$ 282
5' X 4'	\$331	\$ 350	\$331
6' X 4'	\$ 399	\$ 419	\$ 399
8' X 4'	\$498	\$ 559	\$498
10' X 4'	\$ 635	\$ 698	\$ 635
12' X 4'	\$ 736	\$ 840	\$ 736

YEAR 3 - UNIT PRICES

Width/Height	Porcelain Whiteboard	Cork Tackboard	Porcelain Chalkboard
4' X 4'	\$ 296	\$ 296	\$ 296
5' X 4'	\$ 346	\$ 368	\$ 348
6' X 4'	\$ 419	\$ 440	\$ 4.19
8' X 4'	\$ 523	\$ 507	\$ 523
10' X 4'	\$ 667	\$ 733	\$ 667
12' X 4'	\$ 773	\$ 882	\$ 773

NOTE: All shipping costs to vendors storage or transfer location shall be included in unit prices provided above and shall be covered by Vendor.

REQUEST FOR QUOTATION FORM continued...

ADDITIONAL UNIT PRICING FOR ACCESSORIES

<u>Unit Cost #1</u>: Bidder to state the Unit Cost to provide 4 ft. vertical splice joint for all boards runs over 12 long with a matching center extruded aluminum exposed "H" bar.

YEAR 1	YEAR 2	YEAR 3
\$ 26	\$ 37	\$ 30

Unit Cost #2: Bidder to state the Unit Cost to provide 1" high map rail with cork insert per lineal foot.

YEAR 1	YEAR 2	YEAR 3
\$ 5	\$ 6	\$ 7

Unit Cost #3: Bidder to state the Unit Cost to provide 2" high map rail with cork insert per lineal foot.

YEAR 1	YEAR 2	YEAR 3
\$ (0	\$ 7	\$ 8

Unit Cost #4: Bidder to state the Unit Cost to Aluminum chalk rail with closed ends and concealed fasteners; per lineal foot.

YEAR 1	YEAR 2	YEAR 3
\$ 7	\$ 8	\$9

Unit Cost #5: Bidder to state the Unit Cost to cut oversized material down to size per board for custom size boards.

YEAR 1	YEAR 2	YEAR 3
\$ 0	\$ 0	\$ 0

The Unit Costs shall be used as a basis to ADD on an as-needed/project-by-project basis.

Storage Fees: Bidder to state cost per calendar day to store product at Bidders storage or transfer location beyond the 10 business days as noted in the RFQ. The fee will be added to the cost of the PO only when MPS is not able to pick up product within ten (10) business days of notification.

NO ADDITIONAL COSTS OR FEES)	
	"NO CHARGE FOR STORAGE	
UNLIMITED AVAILABLE SPACE		

REQUEST FOR QUOTATION FORM continued...

SHIPPING COSTS PER SINGLE UNIT TO MPS WAREHOUSE (Updated per Addendum 1)

Added delivery cost (if any) for requests to ship product to the address as noted below:

Milwaukee Public Schools Department of Facilities and Maintenance Services - Receiving Dock 1024 N 10th Street Milwaukee, WI 53233

YEAR 1 - SHIPPING UNIT PRICES

Width/Height	Porcelain Whiteboard	Cork Tackboard	Porcelain Chalkboard
4' X 4'	\$ 0	\$ ()	\$ ()
5' X 4'	\$ 2	\$ 67	\$ 0
6' X 4'	\$ ()	\$ 0	\$ 0
8' X 4'	\$ 0	\$ 0	\$ 0
10' X 4'	\$ ()	\$ 0	\$ 0
12' X 4'	s Ö	\$ 6	\$ 0

YEAR 2 - SHIPPING UNIT PRICES

Width/Height	Porcelain Whiteboard	Cork Tackboard	Porcelain Chalkboard
4' X 4'	\$ 0	\$ ()	\$ 0
5' X 4'	\$ 0	\$ 0	\$ 0
6' X 4'	\$ 0	\$ 0	\$ 0
8' X 4'	\$ 0	\$ 0	\$ 0
10' X 4'	\$ 0	\$ 0	\$ 0
12' X 4'	\$ 0	\$ O	\$ 0

YEAR 3 - SHIPPING UNIT PRICES

Width/Height	Porcelain Whiteboard	Cork Tackboard	Porcelain Chalkboard
4' X 4'	\$ 0	\$ 0	\$ 0
5' X 4'	\$ 0	\$ 0	\$ 0
6' X 4'	\$ 0	\$ Ô	\$ 0
8' X 4'	\$ 0	\$ 0	\$ 0
10' X 4'	\$ 0	\$ 0	\$ 0
12' X 4'	\$ 0	\$ Ô	\$ 0

NOTE: Special delivery request costs shall be covered by Vendor and reimbursed by MPS at cost.

SWORN STATEMENT: (Quote must be signed, otherwise response may be rejected)

I have examined and carefully prepared this quote form, specifications, and the other contract documents and have checked the same in detail before submitting this response; that all statements are made in behalf of the Bidder; that I have full authority to make such statements and to submit this bid in behalf of the Bidder; that the said statements are true and correct; and this sworn statement is hereby made a part of the foregoing bid,

Signature X & Mun	Bentuck	
SHARON	BYSTREK	
	(Print Name)	
OWNER		
	(Official Title)	