

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

Contract Requisition Number: CR065027
 Contract Number: C032429
 Vendor Number: V0285730

- Bug repellent
- Bedding
- Backpack
- Flashlight

Supply kit contents shall be organized and presented in a way that preserves confidentiality and avoids stigma-for example, multiple styles/varieties of swimsuits and backpack patterns must be used. Campers will provide clothing, shoes, and any other items.

RFP 1091 (including all exhibits and addenda) and Contractor’s Response to RFP 1091, are incorporated herein by reference. All minimum respondent qualifications of the RFP are material terms of this Contract with which Contractor shall comply.

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

2. TERM

This Contract shall be in effect from March 1, 2024 through September 30, 2024. Contractor shall be subject to ongoing monitoring for compliance with all Contract and RFP requirements, with particular attention to the following:

Performance Metrics	
Measure (what must happen)	Indicator (what does success look like)
Responsiveness	Vendor must identify a point person for the relationship with MPS Vendor will respond within 48 hours
Recruitment	Vendor attends camp vendor fair(s) and provides materials as requested per RFP
Positive experience	Site visit to camp (as applicable) results in positive observation. Students report having a positive experience at camp (as determined by a satisfaction survey completed at the end of camp)

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 shall be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$97,000.00, according to the rates quoted in RFP 1091 bid tables BT-26KO, and copied here:

Deliverable	Unit of measure	Cost per unit
Transportation	per student per mile	\$3.65
Regular summer camp attendance	per day, per youth	\$873.00
Camper supply kit	one kit	\$160.00

No additional compensation for items such as food, occupancy, supplies, materials, administrative effort, or any other costs shall be provided or reimbursed by MPS. Price shall remain firm throughout the term of the contract, including any extensions of the resulting contract. Contractor guarantees unit rate regardless of quantities purchased

"Per day" costs may be charged to include day of arrival and day of departure.

MPS will permit a 50% reimbursement rate for a no call/no show and a 25% reimbursement rate for a cancellation with less than 72 hour notice. Contractor will bear responsibility for documentation of registration/communication/etc. to verify cancellation/no show to MPS’ satisfaction. MPS will permit a 100% reimbursement for the full days of camp attendance and a 75% reimbursement rate for days of no attendance.

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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.

10. 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.

11. 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.

12. 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.

13. 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. 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.

14. 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's 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.

15. 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.

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

CONTRACTOR (Vendor #: V0285730)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____

Date: _____

Boys & Girls Clubs of Greater Milwaukee Inc.
155 N. Sixth Street
Milwaukee, WI 53212
(414) 484-5397

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

SSN / FEIN: XXXXXXXXXX

Date: _____

Budget Code: EXC-B-S-9V4-RC-ECTS

By: _____
*Marva Herndon, President
Milwaukee Board of School Directors*

Date: _____

By: _____
Insurance Compliance

Date: _____

Reviewed by Contract Compliance:

By: *Jiquinna Cohen* _____

Date: 02.01.2024 _____