NON-PROFESSIONAL SERVICE CONTRACT
UNARMED SECURITY GUARD SERVICES

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by General Mitchell International Airport, 5300 South Howell Avenue, Milwaukee, Wisconsin 53207 and **HSS, Inc., 900 South Broadway, Denver, Colorado 80209** (hereinafter called "Contractor"), for Unarmed Security Officer Services is entered into on 3/1/2019.

1. SCOPE OF SERVICES

Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, dated **August 22, 2018**, which is attached hereto as Exhibit A and incorporated herein by reference, and the County Request for Proposal, dated **July 18, 2018**, which is attached hereto as Exhibit B and also incorporated herein by reference. If there is a variance between the Contractor's proposal and the County's request for proposal, the latter shall be controlling, unless otherwise provided for in writing.

This Contract consists of the following three documents listed below in the order of precedence that will be followed in resolving any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

a) This Agreement;
b) Contractor Proposal (Exhibit A)
c) County Request for Proposal (Exhibit B)

2. STAFFING

Contractor's employees are to be assigned to the project and work the approximate hours listed below:

	Position	Est. Hours	Billing Rate
1.	Admin Program Manager	2,080 / yr	$32.00 / hr
2.	Supervisor	8760 / yr	$26.67 / hr
3.	Security Officer	26,280 / yr	$22.11 / hr

Contractor shall not replace the Program Manager without the prior approval of the County. If the successor to said Program Manager cannot be mutually agreed upon, the County shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of other listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. The Program Manager shall be required to give this contractual obligation top priority.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County. (If clerical support is to be provided by the County, indicate from what source and estimated number of person hours, if possible, as well as restriction of time of day, if any.)

3. OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY

The County will make available, at the sole discretion of GMIA, without charge to Contractor, one (1)

mobile phone for the Supervisor, one (1) computer needed by Contractor for the performance of its services agreed to within this Contract. The appropriate number of mobile phones, radios on GMIA trucking system will be provided at the sole discretion of GMIA to assist in preforming the operational security work agreed to within this contract. Reasonable accommodations for work space for Security Officers will be provided by GMIA at its sole discretion, at an off-site location of the airport or on-site location at the airport terminal. GMIA reserves the right to move and relocate the Security Contractor's work space accommodations at any time. Office space for the Business Manager and a room for training officers will not be provided and may require a separate lease if the contractor chooses.

4. DATES OF PERFORMANCE

Contractor shall begin work on March 1, 2019, which work shall be completed on or before February 28, 2022. For a period equal to 36 months.

Year 1: March 1, 2019 - February 29, 2020

Year 2: March 1, 2020 - February 28, 2021

Year 3: March 1, 2021- February 28, 2022

The Agreement may be extended for two one-year periods through February 28, 2024, at the County's discretion with notification provided 60-days prior to contract expiration.

5. COMPENSATION

Contractor shall be compensated for work performed on an hourly basis at the billing rates listed in section 2 of this Contract. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days. If no disputes arise, and the invoice has not been paid 60 days after it was received by the County, the contractor may file a claim for 3% (annual rate) on amounts not paid after the 60th day.

6. BILLING

Contractor shall provide the County with monthly billings, which shall include, but not be limited to, the following:

A. Name of employee
B. Dates and hours worked
C. General task performed
D. Detail of out-of-pocket expenses, indicating their purpose such as telephone, travel, hotel, graphic reproduction, postage, etc., for these expenditures provided for in the Contract.
E. Per Milwaukee County Ordinance 42.06(4), a DBE or ACDBE utilization report shall be submitted with all payment requests. Copies of the utilization reports and payment requests shall be forwarded to the CBDP office for review. Final payment requests shall be accompanied with a signed affidavit verifying that the DBE and/or ACDBE requirement has been met, either at the prime or subcontracted level.

7. TAXES

The County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

8. OWNERSHIP OF DATA

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

9. AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of the County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime consultant must obtain prior written County approval for all sub consultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime consultant and its County approved sub consultant and/or associates which binds the sub consultant to the same audit contract terms and conditions as the prime consultant.

10. AFFIRMATIVE ACTION

Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered sub organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as re-created by 14 CFR Part 152, Subpart E, to the same effect.

11. DISADVANTAGED BUSINESS ENTERPRISE

Contractor shall comply with the County Ordinance 42 and CFR 49 part 23, which have an overall goal of seventeen percent (17%) participation of certified disadvantaged, minority and/or women business enterprise (DBEs) on professional service contracts. In accordance with this, the Contractor shall ensure that DBEs have the maximum opportunity to participate in this project. The specific goal for this project is seventeen percent (17%).

12. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, which 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 apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided

by the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's workforce, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

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INDEMNITY/INSURANCE

INDEMNITY

Contractor/Consultant agrees to the fullest extent permitted by law to indemnify, defend and hold the County harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorney's fees, by reason of claims made under worker's compensation law and/or liability for damages or loss including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor/Consultant, or its agents which may arise out of or are connected with the activities or operations of Contractor/Consultant covered by this Agreement, including any claim or award of damages arising out of U.S. patent, trademark or copyright infringement, all without the County waiving any governmental immunity or other right available to the County under Wisconsin Law.

Contractor/Consultant shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

Neither party is liable to the other for any special, incidental nor consequential damages resulting in any way from performance of its duties stated in this contract whether or not such party has been advised of the possibility of such damages. Furthermore, each party expressly disclaims any and all warranties not stated in this agreement, including specifically, any warranty of merchantability or fitness for particular purpose.

Except for claims for indemnity or risks covered by the insurance required by this agreement, the cumulative, aggregate liability of each party for all other claims arising from or relating to the agreement, whether in contract, tort, strict liability, or any other legal theory, shall not exceed six Million Dollars ($6,000,000).

INSURANCE

Vendor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Vendors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Vendor shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation $100,000/$500,000/$100,000
General Liability Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	$1,000,000 Per Occurrence $2,000,000 Aggregate

Automobile Liability Bodily Injury and Property Damage All Autos	$5,000,000 Per Accident
Professional Liability Refer to Additional Provision A.1.	$5,000,000 Per Occurrence $5,000,000 Aggregate
Cyber Liability Refer to Additional Provision A.2.	$3,000,000 Per Occurrence $3,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General, Automobile, cyber-liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

Milwaukee County shall be named as an Additional Insured on the General, Automobile, and Cyber Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County. Contractor will furnish a certificate of coverage naming Milwaukee County as an additional insured with a waiver of subrogation on the Contractor's CGL, auto policy and excess policies, which evidenced coverage shall be primary and non-contributory to any other coverage available to Milwaukee County.

Contractor will furnish a certificate of coverage naming Milwaukee County as an additional insured with a waiver of subrogation on the Contractor's CGL, auto policy and excess policies, which evidenced coverage shall be primary and non-contributory to any other coverage available to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A.1. Professional Liability – Additional Provisions

Contractor agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

A.2. Cyber Liability – Additional Provisions

Contractor agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, etc.; applicable retention levels; coverage form; i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

- Media Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.

- Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.

- Privacy Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.

- Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.

- Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

14. LIQUIDATED DAMAGES

The parties acknowledge and agree that the services required by this agreement are necessary for the

County's safe and secure operation of GMIA as an international airport, as well as the County's compliance with its federal and state airport security obligations. The parties also acknowledge and agree that the damages resulting from Contractor's failure to perform the required services are difficult to quantify but that, notwithstanding this difficulty, the liquidated damages amounts contained in this paragraph are fair and reasonable estimates of the injury that the County will suffer as a result of Contractor's failure to perform the required services or its breach of this agreement, to the County personnel to provide replacement services, and to search for and obtain replacement services. Accordingly, if Contractor fails to perform the services required by this agreement or otherwise breaches any of its obligations in the times specified in this agreement, then Contractor shall, in place of actual damages, pay the County liquidated damages in the amount of **$1,500** for each 24 hour period and for each security post for a maximum of **$6,000** per 24 hour period/day in which it has failed to perform the required services or is in breach of any of the terms of this agreement. Contractor shall also be liable for liquidated damages if the County terminates this agreement for cause or because of Contractor's default until such time as the County is reasonably able to otherwise obtain the required services. The liquidated damages specified in this section shall be in addition to any other damages or costs provided by any other provision of this agreement or any other legal remedies available to the County.

15. PERMITS, TAXES, LICENSES

Contractor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of this contract. The financial burden for such expenses rests entirely with the Contractor providing the service under the contract.

16. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty-five (45) 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.

17. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days' written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County 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.

18. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

The County further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days' written notice by Certified Mail of such termination. 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. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

19. FUNDING

If funds are not appropriated for payment of this contact, the County may terminate the contract upon thirty (30) days' written notice without any early termination penalties, charges, fees, or costs of any kind to the County.

20. COOPERATION UPON TERMINATION

Contractor must cooperate with the County in the event of termination so as to ensure that the County can maintain continuity of service delivery. Such cooperation will include the provision to the County of the names, addresses and telephone numbers of personnel, independent Contractors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers with M/W/DBE designation as appropriate, and any other necessary information to ensure that the County can maintain continuity of service delivery addressed in this Contract. Contractor must provide said information prior to the effective date of the termination or contract end.

21. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

22. SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of the County.

23. 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.

Contractor is prohibited from assigning this Contract, in whole or in part, without the prior written consent of the County, evidenced by a resolution that has been fully adopted by its Board of Supervisors. Notwithstanding the foregoing, Contractor may, with 21 days written notice to the County assign this Contract in its entirety to any entity that acquires all of substantially all of the assets of Contractor.

24. PROHIBITED PRACTICES

A. Contractor, during the period of this Contract, shall not hire, retain or utilize for compensation any member, officer, or employee of County, or any person who, to the knowledge of Contractor, has a conflict of interest.

B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

25. CONTRACTOR CONDUCT

If there is a Request for Proposal (RFP) or an Invitation to Submit a Proposal (ISP) associated with this

Contractor, during the time that the RFP or ISP is in process, i.e. from the date an RFP is issued by the County to the date Contractor is selected and a contract is executed, if applicable, no gratuities of any kind may or will be accepted by any County employee or official from the Proposer's employees, agents or representatives including contributions, meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification and termination of this Contract.

26. CODE OF ETHICS

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part:

> No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby.

During the period of this Contract, Contractor shall not hire, retain or use for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest.

27. NON-CONVICTION FOR BRIBERY

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

28. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to (Airport Public Safety & Security Manager, General Mitchell International Airport, 5300 South Howell Avenue, Milwaukee, Wisconsin 53207), and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to (Vice President Aviation and Government Services, HSS, Inc., 990 South Broadway, Suite 100, Denver, Colorado 80209), or to such other respective addresses as the parties may designate to each other in writing from time to time.

29. MEDIA RELEASES AND CONTACT

Contractor's staff, independent contractors and subcontractors shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the parties' public information representatives.

30. AIRPORT SECURITY

Contractor covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration (FAA), the Federal Transportation Security Administration and the U.S. Department of Justice.

Contractor, its employees, agents or contractors are expressly required at all times to comply with all laws,

statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the FAA, the Federal Transportation Security Administration and the U.S. Department of Justice.

Should a penalty be imposed on the County for an incident involving Contractor's breach of security, Contractor agrees to reimburse County for any and all such penalties including, but not limited to, civil fines which may be imposed upon the County by any state, local or federal agency, or officer, including the Transportation Security Administration.

31. MISCELLANEOUS

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

32. SEVERABILITY OF PROVISIONS

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

33. WAIVERS

No term or provision of this Contract may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced. Any failure to insist upon strict compliance with any of the terms or conditions of this Contract shall not be deemed a waiver of such terms or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time or times be deemed a subsequent waiver or relinquishment of such right or power.

34. BINDING EFFECT

This resulting Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the Contract. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders.

35. ADDITIONAL CONTRACTUAL TERMS

Contractor Personnel. Contractor shall provide, as described in the Scope of Services (SOS) and/or Contractor's response to the RFP, all personnel necessary to perform the services and tasks described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Contractor may not replace or substitute any specific individuals identified in the SOS without the prior written consent of the County. It is understood that any replacement person or persons shall possess

substantially equivalent training, skills and levels of competence as the person or persons replaced. Milwaukee County shall have the right to request and require removal of personnel assigned by Contractor to this project and to approve replacement personnel.

Guaranteed Most Favorable Terms. Contractor certifies and agrees that all of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than those offered by Contractor to other State and Local Government customers contracting under the same material terms and conditions. As used herein, material terms and conditions include those terms related to the execution of this contract for services procured under this contract and any related pricing. Should Contractor announce a general price reduction or make available to other State or Local Government customers more favorable terms or conditions with respect to any of the services contained in the SOS, such prices, terms and conditions will be made available to Milwaukee County upon the date the general price reduction or more favorable terms and conditions become effective.

Confidential Information. All information obtained or maintained by Contractor of a confidential nature will be kept by Contractor in a confidential manner in compliance and accordance with all applicable State and Federal laws or regulations.

Compliance with Laws. Contractor agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Contractor agrees to hold County harmless from any loss, damage, or liability resulting from a violation on the part of contractor of such laws, rules, regulations, policies, procedures, standards or ordinances.

36. TECHNOLOGY POLICY

A. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, that "No person may offer to give to any County officer or employee or his immediate family, and no County Officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

B. Contractor hereby attests that it has been furnished with a copy of Milwaukee County's Use of Technologies Policy which prohibits the inappropriate use of County-provided technology resources. Contractor acknowledges that it has familiarized itself with Milwaukee County's Use of Technologies Policy and that it specifically agrees that it will make its employees and agents aware of the provisions of said policy. County may, at its discretion, require specific users of County-provided technology, to sign a "User Statement" acknowledging receipt of a copy and awareness of Milwaukee County's Use of Technologies Policy.

37. AUTHORIZATION

Milwaukee County has executed this Contract pursuant to action taken by its Board of Supervisors on, _____Resolution File No._____.

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USE THE SIGNATURE PAGE IN DOCUSIGN :

GMIA ONLY Professional Services Contract Signature Block

Use this Template as your signature block for all GMIA Professional Services contracts. Please do not modify the values for any pre-filled names or e-mails. If a role requires a change to name or e-mail, that change will be administered by Procurement and the change made to this Template. If you have any questions about the use of this Template, contact the Milwaukee County DocuSign Administrator, Erin Schaffer, at 414-278-4129 or via e-mail at Erin.Schaffer@milwaukeecountywi.gov.