

PROFESSIONAL SERVICE CONTRACT

This Contract ("Contract") between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by the Department of Administrative Services, and Excipio Consulting (hereafter called "Contractor"), as represented by Jeffrey Gilmer, is entered into on June*** __, 2015.

1. CONTRACT.

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

- The Milwaukee County Professional Services Agreement
- Exhibit A Milwaukee County RFP #98150002 - Executive Level IT Consulting Services
- Exhibit B Excipio Consulting Response to Milwaukee County RFP (dated 03/06/2015)
- Exhibit C Excipio Consulting Cost Proposal in response to Milwaukee County RFP (dated 03/06/2015)

2. STAFFING.

Contractor shall not replace Primary Project Team members without the prior approval of the County. If the successor to said resources 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.

Contractor represents it possesses the necessary skill, expertise, and capability to perform the services required by this Contract. County represents that its employees will make available any needed information on systems, policies, procedures, and needs unique to County government. Minimal clerical support will be provided by the County to the Contractor upon request.

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

The County hereby agrees to make available, without charge to Contractor, office space, basic office furniture a County computer connected to the County network and access to printing and copying equipment as needed.

4. DATES OF PERFORMANCE.

Contractor shall begin work within fifteen (15) business days after execution of this Contract and assignment of tasks. This contract terminates upon completion of assigned tasks or before December 31, 2016 whichever occurs first.

5. COMPENSATION.

Contractor shall be compensated for work as defined in the Cost Proposal submitted in response to the Milwaukee County RFP. The total compensation to Contractor for services performed under the Contract shall not exceed \$295,000 unless agreed to by County in writing. 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 the unpaid amount plus 4% on amount not paid after the 60th day.

6. REPORTS.

Contractor shall provide written progress reports to County on a biweekly basis. At the completion of the Contract, Contractor shall provide one (1) electronic copy of the final report of each of the projects completed. This Contract provides for Contractor to make written and oral presentations concerning the final report at times selected by County.

7. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, 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, except for materials that contain Excipio's proprietary EAMM® process. 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, except for materials that contain Excipio's proprietary EAMM® process

8. AUDIT AND INSPECTION OF RECORDS.

Contractor shall turn over all data and records related to carrying out this Contract or Contractor shall permit the authorized representatives of County at County's expense, 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 Milwaukee County approval for all subconsultants 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 subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as the prime consultant.

10. DISADVANTAGED BUSINESS ENTERPRISE.

The County has an overall annual goal of 17% participation of certified disadvantaged business enterprise (DBE) firms on contracts. All Vendors are hereby directed to consider certified DBE vendors when carrying out the requirements of this contract. The directory of firms can be obtained by contacting Community Business Development Partners (CBDP) at 414.278.4747 or by visiting the following Internet site:
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

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

For the purposes of this contract if the Contractor hires employees then the Contractor understands that in the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, 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 setting forth the provisions of the non-discriminatory clause.

For the purposes of this contract if the Contractor hires employees then the Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and will so indicate on the Equal Employment Opportunity Certificate that would subsequently be attached 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 work force, 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 aforesaid 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.

12. INDEMNITY.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

County agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, Contractor, and its owner, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of County, its agents, officers, and employees.

Contractor 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 computers programs involved in the performance of the tasks and services covered by this Agreement.

13. INSURANCE.

The 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. The Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile 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 Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation Employer's Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability Bodily Injury & Property Damage To include Personal Injury, Fire, Products and Completed Operations Contractual Liability	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Cyber Liability	\$2,000,000 Per Occurrence \$2,000,000 Aggregate
Professional Liability	\$2,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos	\$1,000,000 Per Accident

Milwaukee County will be named as an additional insured for General Liability, as respects the services provided in this Contract. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

A.1. Compliance with Governmental Requirements.

Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State Laws.

A.2. Professional Liability – Additional Provisions.

Contractor agrees to provide additional information on their professional liability coverages 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 the County Director of Risk Management and Insurance as may be requested to obtain approval of coverages as respects this section.

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

The Contractor shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The Contractor shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

14. PERMITS, TAXES, LICENSES.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

15. 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.

16. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR.

If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon 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.

17. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY.

The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the County. 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.

18. 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.

19. SUBCONTRACTS.

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

20. 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.

21. 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."

22. NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail Certified Delivery, to the party addressed as follows:

To Contractor:

Jeffrey Gilmer
Excipio Consulting
1216 E Kenosha
Broken Arrow, OK 74012
(612) 978-4493
jgilmer@excipio.net

To County:

Nicholas Wojciechowski
Chief Technology Officer

Information Management Services Division
Milwaukee County
633 W. Wisconsin Ave, Suite 1100
Milwaukee, WI 53203

Either party may designate a new address for purposes of this Lease by written notice to the other party.

23. 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 and regulations and orders.

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

RECOMMENDED FOR APPROVAL:

FOR MILWAUKEE COUNTY

DocuSigned by:

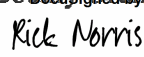
2E580B33A2CC443... 7/7/2015
Chris Abele Date
County Executive

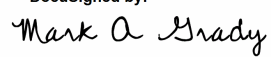
Laurie Panella Date
IMSD, Chief Information Officer

Reviewed by County's Risk Manager:


DocuSigned by:

E454E4CA2D21452... 7/9/2015
By Risk Manager Date

Approved with regards to Milwaukee
County Ordinance Chapter 42:
DocuSigned by:

AD4C84D4023E450... 7/10/2015
By Community Business Development Partners Date

Approved as to Execution:
DocuSigned by:

2BE87A71B2AE4E5... 7/13/2015
By Assistant Corporation Counsel Date

Approved as to Wis. Stats. §59.42

Corporation Counsel Date
DocuSigned by:

E73E1A967B0643E... 7/14/2015
Scott B. Manske Date
Comptroller

EXCIPIO CONSULTING

Print Name

Signature and Date

Title

Taxpayer ID No.

Above Signature Witnessed by:

IF PRINCIPAL IS A CORPORATION
IMPRINT CORPORATE SEAL

Exhibit A



**MILWAUKEE COUNTY
INFORMATION MANAGEMENT SERVICES DIVISION**

**REQUEST FOR PROPOSAL
NUMBER: 98150002**

EXECUTIVE LEVEL IT CONSULTING SERVICES

Issued: January 21, 2015

Response Due Date: February 27, 2015 – 3:00 P.M.

Exhibit B



Has Prepared This Document For:

Milwaukee County

Information Management Services Division



Request for Proposal

Executive Level IT consulting Services

Number: 98150002

Technical Proposal

Proposal Date: 03/06/2015

Exhibit C



Has Prepared This Document For:

Milwaukee County

Information Management Services Division



Request for Proposal

Executive Level IT consulting Services

Number: 98150002

Cost Proposal

Proposal Date: 03/06/2015



CERTIFICATE OF LIABILITY INSURANCE

EXCIP-1 OP ID: SK

DATE (MM/DD/YYYY)
06/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Miller Hartwig Insurance 20960 Holyoke Avenue Lakeville, MN 55044 Richard M. Miller	CONTACT NAME: Susan Kouba PHONE (A/C, No, Ext): 952-469-0406 FAX (A/C, No): 952-469-1881 E-MAIL ADDRESS: skouba@millerhartwig.com														
INSURED Excipio Consulting, LLC 1216 East Kenosha, PMB 276 Broken Arrow, OK 74012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance	29424	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		41SBAJZ7313	05/23/2015	05/23/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			41UECNO6353	05/23/2015	05/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			41SBAJZ7313	05/23/2015	05/23/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			00TE025881913	05/23/2015	05/23/2016	Ea Glitch 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Milwaukee County is additional insured when required in a written contract per form SS0008(0405)- Attached.

CERTIFICATE HOLDER <p style="text-align: center;">MILWA-2</p> Milwaukee County Director, Risk Management 901 N. 9th Street, Room 302 Milwaukee, WI 53233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXCIP-2 OP ID: RF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance 208 North Mill Street Pryor, OK 74361 Lance O'Rourke	CONTACT NAME: Lance O'Rourke	
	PHONE (A/C No, Ext): 918-825-3295	FAX (A/C, No): 888-296-5431
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Casualty Ins Co of		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Excipio Consulting LLC
 1216 E. Kenosa PMB 276
 Broken Arrow, OK 74012

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1FUB-2F44878-8-14	11/12/2014	11/12/2015	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER MILWAUK MILWAUKEE COUNTY DIRECTOR, RISK MANAGEMENT 901 N. 9TH STREET ROOM 302 MILWAUKEE, WI 53233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE	
	Professional Service - Operating	
	Professional Service - Capital	X
	Purchase of Service	
	Preliminary	Final
DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DAS - Information Management Services Division (IMSD)	120	1850

VENDOR INFORMATION				
VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
		X		: : : :
NAME OF VENDOR		ADDRESS		
Excipio Consulting		1216 E. Kenosha Broken Arrow, OK 74012		
TAX I.D. NO.	EFFECTIVE DATES		LENGTH OF CONTRACT	AMENDMENT ONLY DOLLAR
	begin date	end date	(IN MONTHS)	CHANGE
		12/31/16		
				TOTAL CONTRACT AMOUNT \$ 295,000.00

ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/Amendment
2015	01	1850	120	1850			6146	WO619			\$ 295,000.00

PURPOSE OF CONTRACT
 As information technology systems and applications have become increasingly critical to the operation of Milwaukee County, the importance of ensuring the continued operation of those systems, and their rapid recovery, is critical. Because of this fact, current state must be reviewed and a business continuity/disaster recovery solution deployed within Milwaukee County to meet the needs of business and safety requirements. This contract will provide analysis and designed for Data Center and Disaster Recovery Services.

Was County Board approval received prior to contract execution or contract amendment or extension?


If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? _____

Was Contract fully executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Courtney D. Hardy 06.22.2015
 Prepared By Date

 06.29.2015
 Signature of County Administrator Date

Clerical Specialist
 Title

Chief Information Officer
 Title