

AMENDMENT 3

TO

NORTHWOODS PROFESSIONAL SERVICES AGREEMENT

This amendment (“**Amendment 3**”) to the Professional Services Agreement entered into by and between Milwaukee County and Northwoods on June 1, 2016 (“**Agreement**”) is dated **July 20, 2017** and is agreed by MILWAUKEE COUNTY, represented by the Department of Administrative Services – Information Management Services Division (“**County**”) and NORTHWOODS (“**Contractor**”). All capitalized terms used in this Amendment 3 follow the definitions as written in the Agreement, unless otherwise expressly defined in this Amendment 3. This Amendment 3 includes all contemplated tasks, deliverables, milestones and payments indicated by the executed Change Order, attached as Exhibit A and incorporated by reference.

The Agreement is amended as follows:

1. **Scope of Work.** This provision shall amend Section 2.1 of the Agreement to include Contractor’s Change Order, dated March 31, 2017, and attached to this Amendment 3 as Exhibit A.
2. **All Other Terms Unaltered.** All other provisions of the Agreement as agreed to by the County and the Contractor on June 1, 2016 remain in effect as mutually agreed by them in the aforesaid Agreement.

< THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK >

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

DocuSigned by:
Laurie Panella DATE: 7/10/2017
BY: Laurie Panella, CIO
85FC38E74604439...
Department of Administrative Services
Information Management Services Division

FOR NORTHWOODS:

DocuSigned by:
Rick Fessenbecker DATE: 7/10/2017
BY: Rick Fessenbecker
5E1557E4346245D...
NAME: Rick Fessenbecker
TITLE: Managing Director
TAXPAYER ID No.: 39-1915354

IF PRINCIPAL IS A CORPORATION, IMPRINT
CORPORATE SEAL.

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

DocuSigned by:
Paul Schwegel DATE: 7/10/2017
BY: Paul Schwegel
480D50B2E68949A...
Risk Manager
Office of Risk Management

**REVIEWED REGARDING THE DISADVANTAGED
BUSINESS ENTERPRISE REQUIREMENTS;
approved with regards to County Ordinance Chapter
42:**

DocuSigned by:
Rick Norris DATE: 7/11/2017
BY: Rick Norris
AD4C84D4023E450...
Community Business
Development Partners

**APPROVED AS TO FUNDS AVAILABLE PER
WISCONSIN STATUTES §59.255(2)(e):**

DocuSigned by:
[Signature] DATE: 7/11/2017
BY: [Signature]
F7354A95DB0643E...
Office of the Comptroller

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

DocuSigned by:
Paul D. Kuglitsch DATE: 7/12/2017
BY: Paul D. Kuglitsch
2BE87A71B2AF4E5...
Corporation Counsel

DocuSigned by:
Chris Abele DATE: 7/13/2017
BY: Chris Abele
2E580B33A2CC443...
Chris Abele, County Executive
Office of the County Executive

**APPROVED AS COMPLIANT UNDER §59.42(2)(b)s,
STATS.:**

BY: _____ DATE: _____
Corporation Counsel



WEBSITE REDESIGN PROJECT
WINDOWS INTEGRATED AUTHENTICATION
(SSO VIA TIF) AND MISCELLANEOUS INTRANET
SERVICES

CHANGE ORDER

Prepared by:



1572 E. Capitol Drive
Shorewood, WI 53211

Tom Pappas

Business Development

Phone Number: 414-914-9143

Support Line: 414-914-9300

July 6, 2017



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OVERVIEW

The County has requested the ability to use Windows Integrated Authentication with sites hosted in their Titan CMS instance, specifically the County Intranet.

After reviewing options with the County team and gaining an understanding of the future hosting environment for the Titan CMS instance, it has been determined the preferred solution is to implement the Titan Identity Federation (TIF) module to support the County's need for Windows Integrated Authentication.

This Project Enhancement Request covers the effort required to implement the Titan Identity Federation for the County Titan CMS instance within the future hosting environment for the County's Titan CMS instance.

The goal of this enhancement is to provide County Staff seamless access to the Milwaukee County Intranet and other secured content hosted in the County's Titan CMS instance when they are accessing the content from a workstation connected to the County network and authenticated with a valid County domain user account.

The County Titan CMS instance is currently using Titan's External Authentication Module to allow for Active Directory Integration. This module is designed to use Forms Authentication to authenticate against a local or remote Active Directory domain. The County would like to continue authenticating against the same Active Directory domain, but add the ability to authenticate with Windows Integrated Authentication for users connected to the County internal network, authenticated against the domain, and using a current browser supporting Kerberos and NTLM. Support for authenticating users via Forms Authentication when they do not meet the criteria for Windows Integrated Authentication is required.

In addition, Milwaukee City also uses the Titan External Authentication Module to authenticate against their internal domain. In the current hosting environment, the External Authentication Module has the ability to access both the County and City Active Directories.

With the hosting environment being moved to a new physical location, support for Active Directory authentication must be maintained for both the City and County.

APPROACH

In order to support the requirements for this enhancement, Northwoods will leverage the Titan Identity Federation (TIF) Module. The module supports Windows Integrated Authentication. Combining this module with the existing Titan External Authentication module, the requirement to support Windows Integrated Authentication with Forms Authentication as a backup is met.

In addition, if the City of Milwaukee chooses to remain with their Forms Based Titan External Authentication module, they will be required to setup a site to site VPN with the new County environment or permit LDAPS traffic from the new County hosting environment's public IP address to one of their Active Directory domain



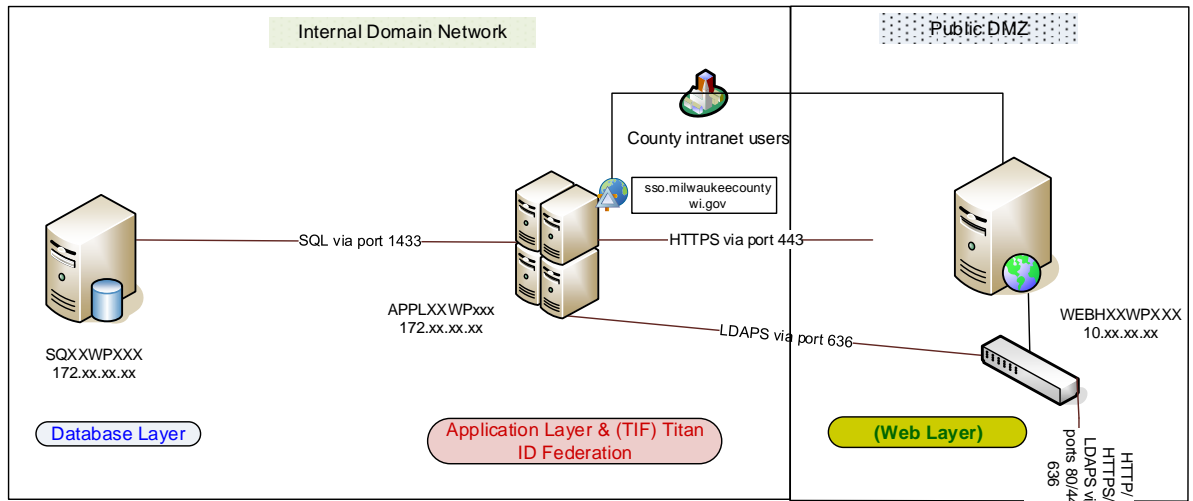
controller. If either option is a concern for the City, the TIF module can be setup to allow them to direct their users to a TIF authentication server hosted in their environment without the need to setup a VPN or open the firewall to the new County environment.

The TIF & External Authentication module joint solution consists of the following elements:

- Single Sign-on Block hosted in the Titan CMS instance configured per Content Site
- Titan Identity Federation Authentication Server hosted on a member server for the Active Directory domain being authenticated against
- Titan External Authentication Module (hosted on the Titan CMS instance and/or TIF Authentication Server). NOTE: City/County has customized External Authentication Module supporting server-less binding and LDAPS protocol. Solution assumes these features will be carried forward.

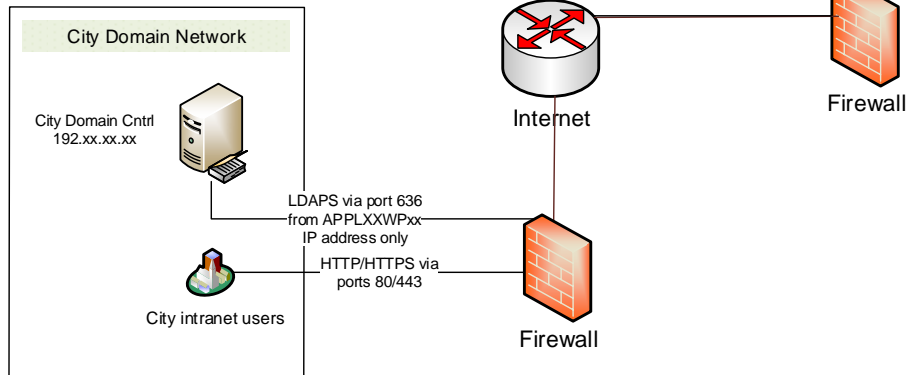
The following diagram illustrates the infrastructure for the solution assuming the City does not implement TIF:

Milwaukee.Gov Version 6.X
Production System Architecture Design



NOTES

- This solution allows the county to use windows authentication by way of the Titan Identification Federation (TIF) module to achieve a SSO type of functionality.
- This solution also allows the city access to their intranet by way of port 636 LDAPS using static IP's
- With this solution the city will also be able to access everything from the new data center in MAD/EDP Oneneck





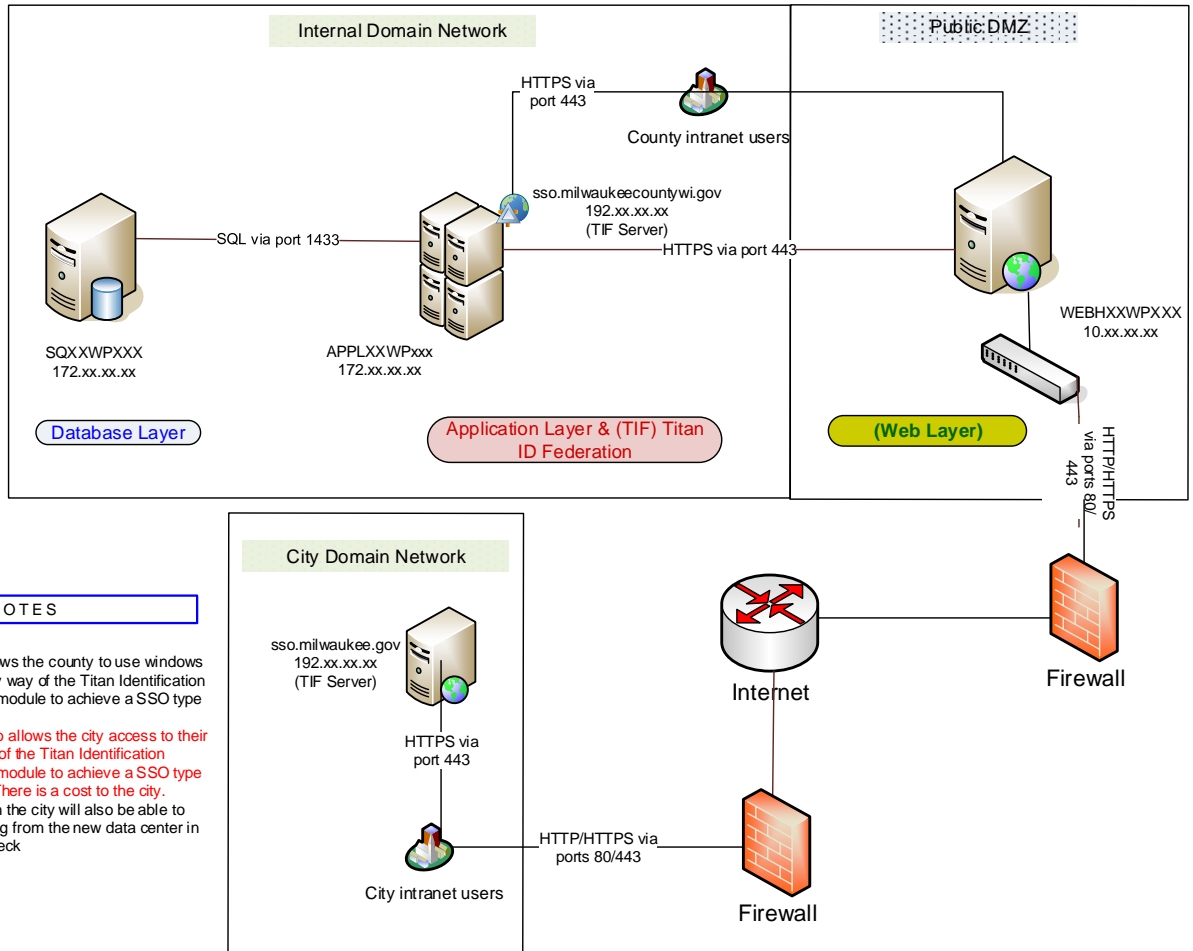
The solution requires each Content Site have a default login page defined. The page hosts the Single Sign-On Block which is designed to work as follows:

1. Checks if user is already authenticated.
2. If so, checks if user was redirected due to permission failure or is coming to the page directly.
 - a. If redirected due to permission failure, the block informs the user they do not have access to the requested resource.
 - b. If user is coming to page directly, the block renders a welcome message for the user and provides a link to log out.
3. If user not authenticated, a client-side check is made against the Titan Identity Federation Authentication Server domain to determine if the client has access to the domain.
 - a. If client cannot access the domain, a web form is provided to allow login via the Titan External Authentication module.
 - b. If client can access domain, the user is redirected to the TIF Authentication Server for authentication.
4. The TIF Authentication User attempts to retrieve Kerberos ticket to perform Windows Integrated Authentication for the user.
 - a. If user is authenticated with Windows Integrated Authentication (WIA), a secure token is created with public/private key encryption and the user is redirected to the Titan Login page they were referred from with the token.
 - b. If the user is not authenticated via WIA due to inability to retrieve token (i.e. unsupported browser) or invalid token, the user is presented with a web form allowing login via Titan External Authentication Module. On successful login, a secure token is created with public/private key encryption and the user is redirected to the Titan Login page they were referred from with the token.
5. On return to the Titan Login page, the secure token is decrypted using public/private key decryption.
6. If Titan fails to decrypt and valid the token, the user is presented a message indicating login failure and provided a link to re-attempt their login.
7. If Titan successfully decrypts and validates the token, the information contained in the token is used to authenticate the user against Titan's local user store. The authentication process creates the user in Titan if they do not exist, then assigns groups defined within the security token to the user, removing any from previous authentications that the user no longer belongs.
8. Once the user is authenticated, they are directed to the page they originally requested.



The following diagram illustrates the infrastructure required if the City does implement TIF:

Milwaukee.Gov Version 6.X
Production System Architecture Design



NOTES

- This solution allows the county to use windows authentication by way of the Titan Identification Federation (TIF) module to achieve a SSO type of functionality.
- This solution also allows the city access to their intranet by way of the Titan Identification Federation (TIF) module to achieve a SSO type of functionality. There is a cost to the city.
- With this solution the city will also be able to access everything from the new data center in MAD/EDP Onneck

Whether the City of Milwaukee implements TIF or establishes the appropriate connectivity to the new Milwaukee County environment to support their existing solution, the solution will provide Milwaukee County seamless Windows Integrated Authentication for their internal users with Forms Authentication backup for their external users.



TASKS

NWS will perform tasks:

- Integrate the core TIF module into the Milwaukee County Titan CMS master solution (14)
- Update the Titan External Authentication Module developed for the Milwaukee County Titan instance with modifications required to support TIF, integrate module with core TIF module (12)
- Install and Configure the TIF Authentication Server in the new Milwaukee County hosting environment (4)
- Styling, setup and configuration of the Titan Single Sign-On block for the County websites (4)
- Quality Assurance (8)
- Deployments, Project Management (8)
- Professional services pertaining to the Intranet (92)

Hours: 142 @ \$140 / hr Total \$19,880

NWS Team: Senior Tech Lead, Senior Developer, Account Director

ASSUMPTIONS

- Northwoods is providing the project at a reduced hourly rate of \$140/hr from \$155/hr. The price reduction is limited to this PER.
- Server-less binding and LDAPS features implemented for the City and County previously need to be maintained. Core TIF module will be modified as necessary to maintain support for these features.
- County's TIF Authentication Server will reside on a server that is a member server of the Milwaukee County domain end users are authenticating against.
- County is self-hosting Titan CMS and the TIF Authentication Server, thus, the County is responsible for ensuring end users can reach server resources as appropriate given requirements from Northwoods.
- The City of Milwaukee will continue to share the County's Titan CMS instance. The bulk of cost involved with implementing TIF is tied to setup and configuration as well as integration with the existing City/County External Authentication module. As a result the cost to the City of Milwaukee is limited to setup and configuration of their TIF Authentication Server and effort for configuring and styling the Single Sign-On block for their websites. Here is a breakdown of the costs to the City of Milwaukee should they choose to implement TIF to gain Windows Integrated Authentication support:
 - Install / Configure TIF Authentication Server in the City of Milwaukee hosting environment (4 hrs)
 - Style, setup and configure the Titan Single Sign-On block for the City websites (4 hrs)
 - Quality Assurance (2 hrs)
 - Deployment services and project management (4 hrs)

NOTE: If TIF is implemented for the City sites as part of this PER, the 14 hours estimated above will be at the reduced rate of \$140/hr.



DURATION

- Once approved we expect the Tasks to take 2 to 4 weeks to complete.

TOTAL HOURS / PRICE

X 142 hours @ \$140/hr \$19,880 (County only TIF implementation and miscellaneous services)
_____ 64 hours @ \$140/hr \$8,960 (If City TIF implementation is included in the PER scope)

Please Select Approach

TERMS

- 100% of selected Approach due upon Task completion and acceptance by the County. County will make best efforts to review Task completion and give its feedback or acceptance within two (2) weeks.

APPROVAL

Date: _____

Milwaukee County

Northwoods Software Development, Inc.

Signed: _____

Signed: Patrick Bieser

Printed Name: _____

Printed Name: Patrick Bieser

Title: _____

Title: President

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
			X
DEPARTMENT NAME		AGENCY NO.	DEPARTMENT (HIGH) ORG
DAS IMSD		116	1160

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
4005			X
NAME OF VENDOR		ADDRESS		
Northwoods Software Development Inc		1572 E. Capitol Drive Ste 1 Shorewoods, WI 53211-1955		
TAX I.D. NO.	EFFECTIVE DATES: begin date	end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE
39-1915354	07/20/17	12/31/17	5	\$ 19,880.00
			TOTAL CONTRACT AMOUNT	\$214,965

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
2017		1850	120	1850			6146	WO63211			\$19,880

PURPOSE OF CONTRACT

Amendment of the Northwoods Professional Services Agreement for the Internet/Intranet Redesign Project. The additional \$19,880.00 to be encumbered reflects the extended statement of work, to include setup and configuration of the Titan Identity Federation (TIF) module to enable Single Sign-On for Milwaukee County's intranet site and optional setup and configuration for the City of Milwaukee intranet site, and a contingency to fund additional change orders, as required. See County Board Report from July 2017 for additional detail.

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

If YES, give County Board File No. _____

Date Approved

07/20/17

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

Prepared By Anu Bhargava Date 06/27/17
Signature of County Administrator _____ Date 06/27/17

Contracts Administrator
Title (Interim)
Chief Information Officer
Title _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2017

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 Ansay & Associates, LLC. PW 101 East Grand Ave. Suite #11 Port Washington WI 53074	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: none;"> CONTACT NAME: Emily McCutcheon </td> </tr> <tr> <td style="border-bottom: none;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: none;">PHONE (A/C, No, Ext): 262-376-3244</td> <td style="border-bottom: none;">FAX (A/C, No): 262-387-8044</td> </tr> <tr> <td colspan="2" style="border-bottom: none;">E-MAIL ADDRESS: emily.mccutcheon@ansay.com</td> </tr> </table> </td> </tr> <tr> <td style="border-top: none;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: none; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="border-top: none; text-align: center;">NAIC #</td> </tr> <tr> <td style="border-top: none;">INSURER A: Hanover Insurance Company</td> <td style="border-top: none;">22292</td> </tr> <tr> <td style="border-top: none;">INSURER B :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER C :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER D :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER E :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER F :</td> <td style="border-top: none;"></td> </tr> </table> </td> </tr> </table>	CONTACT NAME: Emily McCutcheon	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: none;">PHONE (A/C, No, Ext): 262-376-3244</td> <td style="border-bottom: none;">FAX (A/C, No): 262-387-8044</td> </tr> <tr> <td colspan="2" style="border-bottom: none;">E-MAIL ADDRESS: emily.mccutcheon@ansay.com</td> </tr> </table>	PHONE (A/C, No, Ext): 262-376-3244	FAX (A/C, No): 262-387-8044	E-MAIL ADDRESS: emily.mccutcheon@ansay.com		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: none; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="border-top: none; text-align: center;">NAIC #</td> </tr> <tr> <td style="border-top: none;">INSURER A: Hanover Insurance Company</td> <td style="border-top: none;">22292</td> </tr> <tr> <td style="border-top: none;">INSURER B :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER C :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER D :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER E :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER F :</td> <td style="border-top: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																						
INSURED NORTDEV-01 Northwoods Software Development Inc 1572 E Capitol Dr. Shorewood WI 53211-1955																						

COVERAGES

CERTIFICATE NUMBER: 2131289471

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		OB1 A820602 00	1/12/2017	1/12/2018	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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A	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 <input type="checkbox"/> N / A		Y	WB1 A820591 00	1/12/2017	1/12/2018	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$500,000	E.L. DISEASE - EA EMPLOYEE		\$500,000	E.L. DISEASE - POLICY LIMIT		\$500,000		
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E.L. DISEASE - EA EMPLOYEE		\$500,000																			
E.L. DISEASE - POLICY LIMIT		\$500,000																			
A	Errors&Omission			OB1 A820602 00	1/12/2017	1/12/2018	E&O 1,000,000														

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

Certificate holder is listed as a additional insured in respects to General Liability as work performed by insured with 30 day notice of cancellation for non renewal or material limitation of coverage including non payment of premium. A Waivor of Subrogation applies in regards to the Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

City of Milwaukee DOA-Procurement Services 200 E. Wells St #601 Milwaukee WI 53202 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES

	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
2. Additional Insured - Broad Form Vendors		2
3. Alienated Premises		2
4. Bodily Injury Redefined		2
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)		3
7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	\$25,000 Occurrence \$50,000 Aggregate	3
9. Unintentional Failure to Disclose Hazards		5
10. Unintentional Failure to Notify		5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

1. Additional Insured by Contract, Agreement or Permit

Under **SECTION II - LIABILITY, C. Who Is An Insured**, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,
- but only with respect to:
- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
 - (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

(5) To any:

- (a)** Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
- (b)** Managers or lessors of premises if:
 - (i)** The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii)** The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

- c.** Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d.** All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 5. is added as follows:

- 5.** Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b.** Any express warranty unauthorized by you;
- c.** Any physical or chemical change in the product made intentionally by the vendor;
- d.** Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- e.** Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;
- f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or
- h.** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1)** The exceptions contained in paragraphs 5.d. or 5.f.; or
 - (2)** Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Alienated Premises

Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k.(2) is replaced in its entirety with the following:

- (2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Bodily Injury Redefined

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 4. is replaced in its entirety by the following:



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: 98150016 PROJECT TITLE: Branding, Website Design & Development

TOTAL CONTRACT AMOUNT \$ 194,155 DBE Goal: 17%

Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
Prism Technical Management & Marketing Services, LLC	Content Services (migrating, editing, authoring, formatting) Training Services (Titan CMS user training organization, delivery)		17%

(* Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm Northwoods Web Solutions (Phone No. 414-914-9143), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CDBP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative

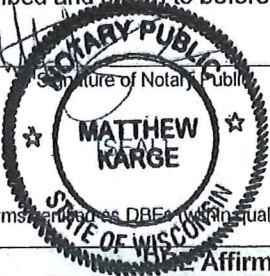
Rick Fessenbecker, Managing Director
Name & Title of Authorized Representative

12/14/15
Date

Subscribed and sworn to before me this 14th day of December, 20 15

Signature of Notary Public

State of WISCONSIN. My Commission expires AUG 3, 2019



* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP prior to bid/proposal opening will be credited on this contract

Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by Northwoods Web Solutions.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CDBP.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative

Lafayette Crump, COO
Name & Title of Authorized DBE Representative

12/14/15
Date

FOR CDBP USE ONLY

Commitment number 1 of 1 Project Total: (A) 170% (V) \$ 0 Total % 17%

Verified with: Randy Crump
8/17/2016

Authorized Signature

8-17-2016
Date

Certificate Of Completion

Envelope Id: 804625D86EC044FCB2D3A838AF58BD4F	Status: Sent
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Document Pages: 15	Signatures: 7
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	Envelope Originator:
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Envelopeld Stamping: Enabled	
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	erin.schaffer@milwaukeecountywi.gov
	IP Address: 204.194.251.3

Record Tracking

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Signer Events

Laurie Panella
Laurie.Panella@milwaukeecountywi.gov
Chief Information Officer
Milwaukee County
Security Level: Email, Account Authentication (None)

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Signature

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Signed: 7/10/2017 3:32:09 PM

Paul Schwegel
Paul.Schwegel@milwaukeecountywi.gov
Safety Manager
Milwaukee County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Rick Fessenbecker
rick@northwoodsoft.com
Managing Director
Milwaukee County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Rick Norris
Rick.Norris@milwaukeecountywi.gov
CBDP Director
Milwaukee County
Security Level: Email, Account Authentication (None)

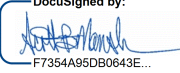
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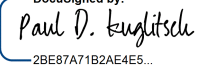
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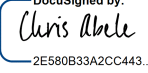
Signer Events	Signature	Timestamp
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<p>Scott B. Manske comptrollersignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 7/10/2017 3:29:19 PM Viewed: 7/11/2017 9:53:39 AM Signed: 7/11/2017 11:42:16 AM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

<p>Paul D. Kuglitsch corpcounselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 7/11/2017 11:42:19 AM Viewed: 7/12/2017 11:33:34 AM Signed: 7/12/2017 11:34:03 AM</p>
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<p>Chris Abele cabele@milwcnty.com County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  2E580B33A2CC443...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 7/12/2017 11:34:06 AM Viewed: 7/13/2017 12:45:07 PM Signed: 7/13/2017 12:46:30 PM</p>
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Electronic Record and Signature Disclosure:
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<p>Corporate Counsel corpcounselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None)</p>		<p>Sent: 7/13/2017 12:46:32 PM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Anu Bhangoo Anu.Bhangoo@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)</p>		
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.