PROFESSIONAL SERVICES CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by Brian Dranzik, Airport Director, General Mitchell International Airport (GMIA) and Unison Consulting, Inc. (hereinafter called "Contractor") for professional services related to selection and implementation of an Airport Business Information Management System is entered into on ______, 201____.

1. <u>SCOPE OF SERVICES</u>

Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, dated February 14, 2019, which is attached hereto as Exhibit A and incorporated herein by reference.

This Contract consists of the following two (2) 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 Professional Service Contract;
- b) Unison Consulting, Inc. Proposal Dated February 14, 2019

Should any services be required that are outside the scope of this Contract ("Additional Services"), the parties shall agree in writing to the scope, extent and costs of such Additional Services prior to the performance of such services. Consultant shall not be obligated to perform, and County shall not be obligated to pay for, any Additional Services for which a written agreement regarding the scope, extent, and costs of such services have not been executed by the parties.

2. <u>STAFFING</u>

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

<u>Name</u>	Position_	Est. Hours	Billing Rate
 Yovette Drake Jarese Wilson Matthew Glusack 	Officer in Charge	180	\$242.00
	Project Manager	760	\$201.00
	Consultant	104	\$150.00

Contractor shall not replace the three above-named staff without the prior approval of the County. If the successor to said three above named staff 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 Officer in Charge, Yovette Drake 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 hereby agrees to make available, without charge to Contractor, office space needed by Contractor for the performance of its services agreed to within this Contract.

4. DATES OF PERFORMANCE

Contractor shall begin work within fifteen (15) days after the County issues written notice to proceed. This contract shall be for a term of twelve (12) months, commencing on the date the County issues a written notice to proceed and ending twelve months thereafter, provided however, that the County shall have the sole right to renew this Contract for one (1) additional six month term upon the same terms and conditions,: provided that such option to renew shall be exercised in writing to the contractor not less than thirty (30) days prior to the expiration of said Contract. Subject to earlier termination as hereinafter provided.

5. <u>COMPENSATION</u>

Contractor shall be compensated for work performed on an hourly basis at the billing rates listed in section 2 of this Contract. Any out-of-pocket expenses shall not exceed \$5,800.00. The total compensation to Contractor for services performed under the Contract shall not exceed \$217,920.00 unless agreed to by the 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.

6. <u>BILLING</u>

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. <u>TAXES</u>

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

8. **REPORTS**

Contractor shall provide written progress reports to County at least monthly. The contract provides for Contractor to make two (2) oral presentations concerning the project at times selected by County.

9. <u>OWNERSHIP OF DATA</u>

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 Contractor.

10. COUNTY RIGHTS OF ACCESS AND AUDIT

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms The Contractor, Lessee, or other party to the contract, and and responsibilities. any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

11. AFFIRMATIVE ACTION

Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure 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. 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. Contractor assures that it will require that its

covered suborganizations provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as re-created by 14 CFR Part 152, Subpart E, to the same effect.

12. DISADVANTAGED BUSINESS ENTERPRISE

Contractor shall comply with the County Ordinance 42 and CFR 49 part 23, which have an overall goal of one hundred percent (100%) participation of certified disadvantaged, minority and/or women business enterprise (DBEs) on professional service contracts. In accordance with this, Contractor shall ensure that DBEs have the maximum opportunity to participate in this project. The specific goal for this project is one hundred percent (100%).

13. <u>NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION</u> <u>PROGRAMS</u>

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.

14. INDEMNITY/INSURANCE

CONTRACTORS/CONSULTANTS INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

INDEMNITY

Contractor 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 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, or its agents which may arise out of or are connected with the activities or operations of Contractor 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 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.

INSURANCE

Every contractor and all parties furnishing services or product to **Milwaukee County** (**Milw. Cty.**) or any of its subsidiary companies must provide Milw. Cty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- 1. Commercial General Liability Insurance including contractual coverage:
 - The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

2. Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- 3. Workers' Compensation Insurance: Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- 4. Employers Liability Insurance: Such insurance shall provide limits of not less than \$500,000 policy limit.

5. Professional Liability/Errors and Omissions:

This insurance should insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$5,000,000 per occurrence.

6. Excess/Umbrella Liability Insurance: Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in 1, 2, and 4 above.

Additional Requirements:

- 7. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- 8. The insurance specified in (1.), (2.) and (6.) above shall: (a) name Milw. Cty. including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- 9. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milw. Cty. may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- 10. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- 11. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milw. Cty. with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- 10 or better.

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 Contractor providing the service under the contract.

16. <u>TERMINATION BY CONTRACTOR</u>

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. <u>UNRESTRICTED RIGHT OF TERMINATION BY COUNTY</u>

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. <u>FUNDING</u>

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. <u>COOPERATION UPON TERMINATION</u>

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. <u>SUBCONTRACTS</u>

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. <u>CODE OF ETHICS</u>

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. <u>NOTICES</u>

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to:

Kim Berry, Planning Manager General Mitchell International Airport 5300 S. Howell Avenue Milwaukee, WI 53207

and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to:

Yovette L. Drake, President Unison Consulting, Inc. 409 W. Huron, Suite 400 Chicago, IL 60654

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 (TSA) 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 TSA.

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. <u>SEVERABILITY OF PROVISIONS</u>

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. <u>BINDING EFFECT</u>

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

<u>Contractor Personnel</u>. 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.

<u>Guaranteed Most Favorable Terms</u>. 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.

<u>Confidential Information</u>. 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.

<u>Compliance with Laws</u>. 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. <u>TECHNOLOGY POLICY</u>

- 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.

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

Unison Consulting, Inc.

FOR FOR MILWAUKEE COUNTY: DATE: 3/5/2019 Yovette Drake -DocuSigned by: 3/8/2019 Brian Dranzik BY: BY: Brian Dransik DocuSigned by: Youtte Drake F598B9FA1CF44EB.. NAME: NAME FCEF5CC0A7484AC. Airport Director TITLE: President TITLE: Transportation - Airport 36-3648595 DEPARTMENT: TAXPAYER ID No.: IF PRINCIPAL IS A CORPORATION, IMPRINT CORPORATE SEAL. **REVIEWED AS TO INSURANCE APPROVED WITH REGARDS TO COUNTY REOUIREMENTS: ORDINANCE CHAPTER 42:** DocuSigned by: DocuSigned by: Rick Norrie and Schwegel 3/11/2019 DATE: _____ 3/11/2019 DATE: BY: BY: AD4C84D4023E450 180D50B2E68949A **Risk Manager** Director Office of Risk Management **Community Business Development Partners APPROVED AS TO FUNDS AVAILABLE PER** APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS: WISCONSIN STATUTES §59.255(2)(e): DocuSigned by: DocuSigned by: 3/11/2019 DATE: Paul D. Englitsch 3/14/2019 Add Albert DATE: BY: BY: 57104007A18 2FF9C00D50848B **Milwaukee County Comptroller Corporation Counsel** Office of the Comptroller Office of Corporation Counsel **APPROVED AS COMPLIANT UNDER §59.42(2) REVIEWED AND APPROVED BY THE COUNTY** (b)5, STATS: EXECUTION Signed by: Paul D. Euglitsch 3/19/2019 DATE: _ DATE: _3/14/2019 6 BY: BY: **County Executive Corporation Counsel**

County Executive Office of the County Executive **Corporation Counsel** Office of Corporation Counsel DocuSign Envelope ID: 0148159B-0A35-451A-8B1A-EBC9BFA62F7E



PROPOSAL



Consulting Services for an Airport Business Information Management System & Airport Operational Database

February 14, 2019







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Introduction

Milwaukee County Airport Division seeks professional services to inventory and identify airport needs, to write a requirements specification, to write a Request for Proposal (RFP), to advise on the selection of a vendor, and to oversee implementation, as well as testing and data migration for an Airport Business Information Management System to include an Airport Operational Database.

Unison Consulting, Inc. is providing the proposed scope of work and budget to detail our approach to providing these consulting services to Milwaukee County Airport.

Qualifications

For 30 years, Unison has provided RFP administration services as well as software requirements development, software engineering and implementation services to airports. We have assisted clients in deploying airport information systems to improve operations, streamline information, reduce paper handling, and provide data critical to performance management and decision-making. Among our areas of expertise are requirements analysis and business process re-engineering; software systems design; software systems engineering; database design and management; system interface design and development; software systems implementation; data migration; systems and user documentation; training development and delivery; and information reporting and business intelligence.

Over the years Unison has designed, engineered and implemented software systems at airports in the following areas:

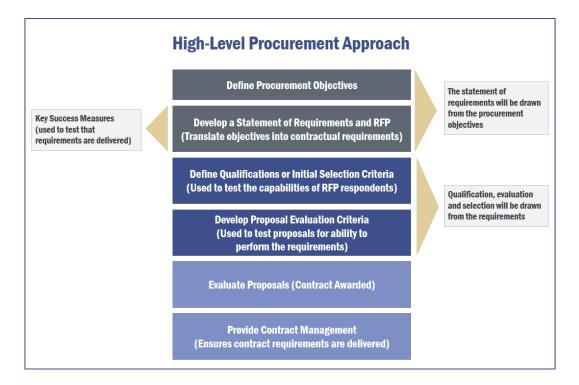
- O&M Budget and Finance Management
- Capital Finance Management
- Capital Improvement Program Management
- Lease Management
- Concessions Management & Inspection
- Traffic Statistics Reporting
- Tenant Billing
- Facilities Water Meter & Fire System Component Inspection
- Facilities Log System
- HR Grievance Management
- HR Progressive Discipline Management
- Rates & Charges Models
- Airport Dashboards



Unison has written and participated in the development of RFPs for human resources systems, airport safety management systems, time and attendance system, court case management systems and has written, promoted, issued and evaluated numerous airport concessions RFPs.

Approach

Unison will deliver the services requested by the Milwaukee County Airport Division using a well-documented, compliant and time-tested procurement approach as illustrated below and detailed in the sections that follow.



Project Kick-Off Meeting

Our first task after award of a contract will be the Kick-Off meeting. This meeting will establish the foundation for the success of the project. During this meeting we will define and document the purpose and goals of all stakeholders in order to map the processes of the project. This meeting will include all stakeholders from the high-level stakeholders such as the Airport Director and senior management—through and including section managers—as well as critical team members and other key participants. The Airport Director will set the tone for what is to be accomplished, as well as expectations for structure and active contributions of all toward the project's success.



The Kick-Off meeting agenda will address the following topics and questions:

Project Vision

- What fuels the impetus of the project?
- What is the division trying to achieve?
- What does a successful project look like?
- When does the project need to be completed?

Measures of Success

- How will success be measured?
- How will we know the vision has been realized?

Project Scope

- What is to be done and, importantly, what is not being done?
 - What is in scope for this project?
 - What is out of scope for this project?

Project Approach

- What is the course of steps to complete the project?
- If the project approach conflicts with the Vision, Project Scope and Measures of Success, how will this be resolved?

Stakeholders

• Who are the stakeholders responsible for delivery of the project? Who else has a vested interest in the project? Who else has information that the project needs?

Other Projects

- Does this initiative have any relationships to other projects?
- Does this project have any dependencies with other activities?
- Is this project sharing resources with any other group and what will be the priorities?

Project Risks

• Are there any project risks that we know now?



Project Team and Roles

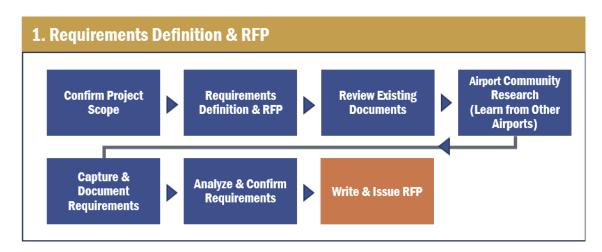
• Define project team members and roles, as well as scope of activity expected from of other stakeholders

Communication Plan

- How we will share information and updates with the group and interested parties:
 - Weekly project status meetings
 - Sub-project planning sessions
 - Project plan status updates
 - Senior management updates
 - Airport intranet, SharePoint, Email, or other communication vehicles, etc.

Statement of Requirements and RFP

Our second process will be to develop a comprehensive set of requirements and a detailed, compliant RFP. Unison will ensure the RFP document contains a complete list of requirements that are not ambiguous or unreasonable, that cover short-term and strategic objectives of the procurement, and that observe all relevant regulations. Our efforts will begin with research that involves stakeholders, review of existing documents, and airport community/industry research.



The real success of the procurement activity will be defined by information gained from key stakeholders whose perspectives are imperative and must be understood, analyzed and correlated for success of the project. Stakeholders will include executive management and key program stakeholders as well as internal and potentially some external users



Unison will continue the process of defining requirements by initiating stakeholder meeting. The first round of meetings will include the Airport Director and all C-level executives. We will seek to confirm the airport's overall strategic goals and objectives. This will include understanding the short- and long-term vision for the Airport, IT strategy, AODB project goal and measures of success for the project. We will ask Airport executives to provide measurable goals for the project that will later be used to ensure the project stays on track and ensure a positive outcome for the Airport.

The next step will be to review existing documents including:

- Previously documented requirements
- AODB Request of Information (RFI)
- Responses to the RFI
- County RFP Template
- Industry and Airport Community Information
- Any Other Pertinent Documents including relevant operating policies/procedures and workflow documents

The document review process will ensure that we are prepared to query and probe considerations and/or expand on or educate business users about technical aspects of AODB systems and their implementation.

Our team will next conduct meetings with managers and key functional experts to develop an initial draft of system requirements. In doing this, we will also consult with IT to document software, equipment, communications, security, data governance policy and other requirements.

We will work with IT and ensure the RFP includes important elements that will help us evaluate the vendors response to items such as upfront costs, total cost of ownership, useful or service life, infrastructure requirements (what is required for installation), other software and hardware costs, disaster recovery requirements, integration requirements and other technical considerations. We will make sure the RFP is written such that this type of information is provided in the vendors proposal and will be evaluated as part of the selection and in guiding the decision on on-premise versus hosted software.

We will also consult with the Airport's Finance Department to document any relevant fiscal considerations for the procurement.

The first meeting we convene with managers and functional experts will include the entire group of stakeholders responsible for contributing to the RFP. We will ensure this team is conditioned to the foundational findings of the RFP initiative, including what information has to be supplied by the Department and their responsibilities for ensuring a successful RFP document. As indicated, we will



provide managers and functional experts with instruction on how to best write software systems requirements to support the objectives of the project.

Next, we will break into subgroups and assist each subgroup in crafting their own list of requirements. The composition of these subgroups will be stakeholders with common purposes or who have interest in specific subject areas. This includes the employees using the system on a daily basis as well as leaders within the Airport. We will ensure that we include input from all teams needing to use the system but also all teams affected by the new system. During each meeting, the project manager will guide and facilitate discussions while a scribe documents the discussions. Unison may also conduct one-on-one interviews or observations where needed to clarify understanding of requirements.

These discovery sessions will not only be intended to determine requirements for the AODB, but also to help guide the airport to revolutionizing its operations. While gathering requirements we will be considering the Airport's goals and how to meet them. During this process we will think about how the Airport currently does business, how it would likely do business in the future and how it should do business in the future based on industry best practices. This includes how the system should involve external stakeholders. For example: automated distribution of invoices and reports, online payment of invoices, tenants and airlines self-reporting electronically, various types of alerts, etc.

While gathering requirements, Unison will develop workflows of current operations and look for opportunities to make recommendation for improvements in current processes. During the discovery sessions we will identify things such as duplication in work efforts, external data sources, system integration requirements, inefficiencies in work processes and we will make recommendations for improvement and ensure those recommendations accepted by the Airport are appropriately communicated in the RFP. The documented workflows can also be used in the future by the Airport to document and communicate new work procedures and assist the software implementation team in configuring the system. However, we anticipate that the selected system might have influence on and change future workflows.

While it is Unison's intent to identify business process improvement opportunities, we do not understand this project to be a business process reengineering engagement. Our business process improvement efforts will focus on increasing value through improved quality of work, reducing costs, and/or increasing productivity and improving processes. While business process reengineering typically is a more radical and holistic form of improving business processes including restructuring of the business organization.

Unison believes the meetings with subject matter experts cannot be undervalued and is a crucial step necessary to understand the nuances of the Airport. From our many years of experience working with airports, we have learned that they often have slightly and very meaningful differences in the way they operate and we want to ensure those difference are understood and considered in the selection of the system and revised business processes.

At the conclusion of subgroup meetings, the project manager will provide a rough draft of all the requirements gathered and notes along with his/her recommendations based on our industry and



technology knowledge. This rough draft will be distributed to all meeting participants soliciting correction and clarification. Unison will thereby document a final set of requirements for each subject area.

The purpose of the next meeting with subject matter subgroups will be to guide the subject matter experts in weighting the requirements. The final set of weighted requirements for each subject area will be compiled into one comprehensive set of requirements.

The project manager will consolidate, group and organize requirements into coherent subject areas that enable subject matter experts to efficiently review them. This assessment will look to determine if:

- Any requirements remain unclear, incomplete, ambiguous, or contradictory
- Any requirements appear to not be in line with senior and middle management goals
- Stated requirements address desired business improvements

The project manager will seek and incorporate recommendations and work with functional teams to resolve outstanding concerns. A final set of requirements will then be circulated to all stakeholders for final comment before inclusion in the RFP. The resulting document will enable improved communications to proposers and an enhanced ability for the team to fairly evaluate and score responses to the RFP.

We will use an Excel-based tool for documenting, weighting and scoring the RFP responses. The example below shows the cells of the Excel tool that contain the outcome of the requirement gathering step.

Requirements Template (Requirements Gathering Cells)								
Requirement	Weighting							
Billing and Invoicing								
System needs the ability to do (X)	Essential (5) Desirable (3) Nice to have (1) Not needed (0)							
System needs the ability to create invoices for multiple airports	5							

Below, we illustrate the cells of the tool that will be visible to vendors as they provide a response to their ability to meet the requirements. To prevent skewed responses, weights or values will not be visible to proposers.



Requirements Template (Vendor Response)										
Requirement	Vendor Response	Enhancement Cost	Notes							
Billing and Invoicing										
System needs the ability to do (X)	FS = Fully Supported (5) FE = Free Enhancement (4) PE = Paid Enhancement (2) NS = Not Supported (0)									
System needs the ability to create invoices for multiple airports	PE	\$10,000								

Another critical area to be published in the RFP is the high-level scoring method that will be applied to proposal scoring. The project manager will recommend, and the project executive will agree to, the major aspects of the RFP to be scored.

As shown below, based on the major aspects determined to be critical to an award, the evaluation team will use a priority matrix to determine and weigh the priority of the high-level scoring components. Below, we have provided an example of the priority matrix.

To adhere to best practices, high-level evaluation criteria should be kept to the essential minimum and be used in the prioritization matrix as follows:

- a) Starting with a table with each criterion being identified as a letter in alphabetical order;
- b) The criteria will be inserted into the matrix twice—once in the horizontal rows and once in the vertical columns;
- c) For each pairing, the evaluation team will be asked to determine which of the two compared criteria is more important and the letter will be placed in the cell. If the evaluation team determines both criteria are equally important, then both letters will be placed in the cell.
- d) The letter with the highest count is the most important and the letter with the lowest count is the least important. The criterion will be prioritized as 1st, 2nd, 3rd, etc.—on the basis of the highest count—so that each criterion is ranked against the other.



		Technical Proposal	Cost	Experience	History of Contract Non- Performance	Risk	SCORES	PRIORITY	WEIGHTING
		А	В	С	D	Е			
Technical Proposal	A	А	A				A=3	1st	50%
Cost	В	А	В	В	В		B=3	2nd	35%
Experience	С		С				C=1	3rd	10%
History of Contract Non-Performance	D						D=0	4th	5%
Risk	Е								
Sustainability- Financial & Market	F								

The evaluation team will discuss and agree on percentage weightings. Typically, it is recommended that when combining with price, the total weightings of all other criteria should not exceed fifty percent (50%). This decision, however, will be part of discussions with Airport staff.

In addition to the requirements and major categories for evaluation, other areas of the RFP document will be written by the project manager and discussed with the project executive and evaluation committee such as:

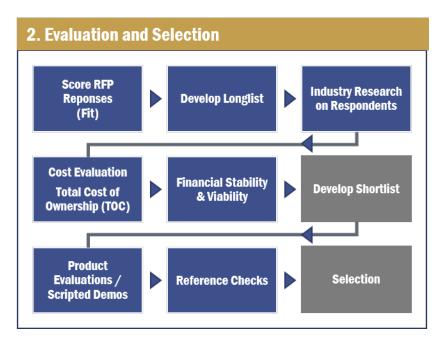
- RFP Introduction and background
- RFP key dates
- Areas of compliance that can be determined by the department

After the complete RFP has be drafted and formatted within the County's RPF boilerplate, the completed document will be circulated to the project executive and key members of the project committee for final review. Afterward, the document will be advanced to the County for its final approval, review and advertisement.



Proposal Evaluation and Vendor Selection

Unison will work with the Department to complete the evaluation of proposals and vendor selection. After proposals have been received, responses will be evaluated and—depending on the number and quality of the responses—the Department could decide to create a long list of respondents which would then be pared to a short list, and subsequently a vendor selection.



If a long list of potential vendors is desired, the pool would be determined strictly on the responses to technical capabilities, as determined by their replies to the requirements document and project delivery plan. A long list will first be evaluated based on substantial responsiveness ("is the bid valid?"). This determination will be made by the County Procurement Department. If the vendors response is "valid", their response to the technical requirements will then be scored on two areas:

- How well requirements are met (functionality, usability, technical alignment) BASED ON TEMPLATE SCORING
- 2. Project Plan & Delivery Schedule (Is the project plan, including resources and delivery schedule, acceptable?)

A short list of vendors will be derived based on technical scores and all of the other evaluation criteria specified in the RFP.



Some non-technical elements of the evaluation that Unison would encourage the Department to consider and will perform would include:

- Cost
 - Bid price plus running/recurring costs
- Experience
 - Number of installations
- History of contract non-performance
 - Non-performing contracts, suspension, litigation
- Risk
 - Assessed risk and criteria to mitigate risk
- Sustainability
 - Companies' financial position and market sustainability
- Innovation
 - Assessment of innovation in product, methods and companies' vision

Unison will recommend and guide the department in determining evaluation criteria for non-technical areas to be evaluated to ensure there is a fair and consistent method of evaluating all components of the RFP. Below we illustrate an example of criteria for a non-technical component of the evaluation.

Non-Technical Scoring Example

· Criteria: A minimum of 3 similar contracts completed in 5 years

Scoring Methodology											
Number of similar contracts7 contracts6 contracts5 contracts4 contracts3 contractssuccessfully completed											
Score	4	3	2	1	0						

Another component of the non-technical score will be an analysis of cost. Unison will conduct a lifecycle costing analysis as a component of the evaluation of non-technical elements of proposals.



The example below demonstrates the financial lifecycle costing score for four proposals. The proposal cost is calculated by using the following formula:

$$B = \frac{C_{low}}{C} w$$

C = Evaluated Proposal Cost

C low = The lowest of all Evaluated Proposal Costs among responsive Proposals

w = Weight for the cost as specified in the proposal requirements

For example, for "Proposal D" in the table below: C = 2,100,000 $C_{low} = 1,000,000$ W = 50%

Score = 2,100,000. 1,000,000 x 50% = 23.8%

Life Cycle Cost Analysis										
	Proposal A	Proposal D								
Initial Price	1,000,000	800,000	940,000	1,500,000						
Yearly O&M Costs	200,000	175, 000	230,000	100,000						
Residual Value	800,000	200,000 150,000		500,000						
Discount Rate 5% Period (10 years)										
NPV	2,000,000	1,000,000	1,320,000	2,100,000						
Financial score 50%	25.0	50.0	37.9	23.8						

In addition to the non-technical areas of evaluation, shortlisted vendors will be further evaluated on their technical capabilities through:

- Vendor demonstrations
- References

Unison would recommend that the vendor demonstrations comprise the largest weight in the technical scoring process. This is intentional because the evaluation team gets to see the product first hand and



make its own judgments of how well the product meet requirements and how useable the product appears, and also the team can get a sense of the proposing vendor and their proposed implementation team.

As is a best practice, a wide range of stakeholders should contribute to the evaluation of the vendors and their proposed solutions through the demonstration. Individuals outside the core group of the evaluation team should be invited to vendor demonstrations.

The combination of technical and non-technical scores will be used by the evaluation team to advance a recommendation to the project executive.



RFP and Vendor Selection Schedule

Unison anticipates a schedule of approximately 22 weeks from the award of a contract to the software implementation Kick-Off. This high-level schedule is roughly-estimated— in that it allocates time for County Procurement efforts, of which we have only a best-guess estimate. Implementation is expected to take approximately 6 months.

Projected Week-By-Week Project Schedule																						
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Step 1: Requirements & RFP																						
Project Charter & Review																						
Project Kick-off																						
Airport/Community Research																						
Document Review																						
Gather & Confirm Requirements																						
Draft RFP																						
Airport RFP Review																						
RFP Issued																						
Step 2: Evaluation & Selection																						
Proposals Due																						
Evaluate Proposals																						
Vendor Demonstrations																						
Selection																						
Contract Negotiation																						
Step 3: Project Implementation	Step 3: Project Implementation																					
Implementation Kick-off																						

PROPOSAL | Consulting Services for an Airport Business Information Management System & Airport Operational Database Milwaukee County | General Mitchell International Airport February 14, 2019



Project Management

The Unison project manager will oversee the project from the RFP phase through implementation and go-live. By being involved from the inception, the project manager will gain a grounded understanding of the expectations of the project executive and stakeholders. This will also allow the project manager to integrate and align with the team that will be responsible for ensuring the success of the project. The project manager's primary responsibilities will include:

- Working with vendor to develop an approved project plan
- Providing support to vendor project managers and business analysts to successfully deliver the project
- Managing IT project delivery by ensuring the integrated solution delivers on the success criteria
- Addressing project issues and risks and build commitment with delivery team and business partners and all stakeholders
- Negotiating competing requirements across business owners and set project direction with business leaders and delivery leads
- Building in mitigation plans anticipating dependencies and risks and actively communicate project plans and expectations with business and delivery teams throughout project delivery
- Demonstrating consultative skills in solving problems by using technical and business insight to facilitate the development of objectives and approach
- Being the main conduit for project communications
- Helping to keep project on track (budget, timeline, scope)
- Informing the project sponsor of risks, proposed mitigations or any other issues that cannot be independently resolved by the project manager and project team.



Budget

The project budget will be based on billed hours according to the rates and hours estimated below:

Title	Role/Task	Rate	Hours	Total						
Officer	RFP Development & Evaluation	\$242	60	\$14,520						
Project Manager	RFP Development & Evaluation	\$201	80	\$16,080						
Consultant	RFP Development & Evaluation	\$150	24	\$3,600						
			Sub-Total	\$34,200						
Officer	Project Management - Implementation and Go-Live	\$242	120	\$29,040						
Project Manager	Project Management - Implementation and Go-Live	\$201	680	\$136,680						
Consultant	Project Management - Implementation and Go-Live	\$150	80	\$12,000						
			Sub-Total	\$177,720						
			Total	\$211,920						
Assumptions: The Airpo	Assumptions: The Airport will provide a scribe to document all meetings.									

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CORE COMPETENCIES

Designing, engineering and implementing software systems and models | Database and business intelligence tool design, development and management | Requirements analysis and business process re-engineering | Software systems design | Software systems engineering | System interface design and development | Software systems implementation | Data migration | Systems and user documentation | Training development and delivery | Information reporting and business intelligence

EDUCATION / TRAINING

EXPERIENCE: **25+ Years**

- Masters of Management, Operations Management and Organization Behavior, Northwestern University
- B.S., Management, Mundelein College

RELEVANT EXPERIENCE

- City of Chicago:
 - Department of Aviation
 - Department of Finance
 - Department of Public Health
 - Department of Human Services
 - Department of General Services
- General Mitchell Int'l Airport
- St. Louis- Lambert Int'l Airport
- Detroit Metropolitan Wayne County Airport
- Grand Canyon National Airport
- Chicago Housing Authority
- Cook County Hospital
- Cook County Juvenile Courts
- Chicago Public Schools
- Illinois Supreme Court

QUALIFICATIONS

Ms. Drake advises clients in airport information systems, management operations and custom software design and development. She assists her clients in deploying information systems to improve operations, streamline information, reduce paper handling, and provide data critical to performance management and decision-making. Among her areas of expertise are designing, engineering and implementing software systems and models, as well as re-engineering business processes, with a strong background in database design, development and management; and business intelligence tools.

Ms. Drake specifically focuses on requirements analysis and business process re-engineering; software systems design; software systems engineering; database design and management; system interface





design and development; software systems implementation; data migration; systems and user documentation; training development and delivery; and information reporting and business intelligence.

RELEVANT EXPERIENCE

O'HARE AIRPORT CUSTOMER STATISTICS AND BILLING SYSTEM DESIGN, DEVELOPMENT, IMPLEMENTATION AND SUPPORT. Ms. Drake developed an airport customer statistics and billing system. The system interfaces with Oracle Financials used by the City of Chicago. Modules include: a module for entry of concessions tenant sales that automatically feed the billing system; module used by airlines to enter air traffic statistics that feed the billing system; module for creating invoice charges and invoices; automatic email distribution of invoices; customer self-service access to invoices. The next module to this system will be online payment of invoices.

UNISON CONSULTING RETAIL MANAGEMENT SYSTEM Ms. Drake developed a lease management system that is currently used at O'Hare International Airport. This system is used to abstract and management the airport's concession leases. It sends automatic notices on key events such as sales reporting, expiring insurance certificates, security deposits, licenses and other key lease provisions. The system also contains modules for ACDBE, MWBE and DBE tracking; construction project management; tenant badge management, tenant space inspections and dashboards.

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT SAFETY MANAGEMENT SYSTEM (SMS) REQUIREMENTS

Ms. Drake worked with a team engaged to implement a SMS for the Airport. The SMS is a documented set of procedures to enhance safety and ensure compliance with applicable regulatory standards. Her responsibilities included participation on a team that developed work processes and a manual for safety assurance. Additionally, she led the development of requirements for selection efforts for a software system. She assessed current airport systems including the maintenance management, financial, training, environment safety, risk management, and other systems that might require a touch point with the SMS software system. She prepared and submitted an IT solution gap report to the Airport. Her responsibilities included preparing process flow charts and other documents that will support the SMS manual.

O'HARE AIRPORT SYSTEMS REQUIREMENT PLANNING AND DESIGN. Ms. Drake developed process maps that detailed current work flows and re-engineered work processes, while conducting Joint Application Design sessions, and developing a detailed systems design. The project gathered requirements and designed a finance management, budget, grants, and personnel management system used by more than 120 users. The system manages \$450 million in operations and maintenance, a multi-million-dollar capital budget, and more than 1,500 employees of the Department of Aviation.

O'HARE AIRPORT SYSTEMS FINANCIAL MANAGEMENT SYSTEM DESIGN, DEVELOPMENT, IMPLEMENTATION AND SUPPORT. Ms. Drake developed a finance, contracts, grants and personnel management system. The system interfaces with a mainframe finance system used by the City of Chicago. Modules include: a







budget component to facilitate budget creation and management; a contracts management component; a grants module that tracks payments against capital projects, and is used to create grant reimbursement requests and to track payments made against grants; and a personnel module used for position control that houses personnel demographic data.

O'HARE TRAINING MANAGEMENT SYSTEM. Ms. Drake designed and developed a web-based training management system used by the client to track and maintain a history of employee training. The system includes various reports that track training compliance and requirements. The system features automated email alerts to employees and their managers when training is due. Ms. Drake also migrated data from Excel files to the database system, wrote user documentation for this system and delivered training to more than 40 employees.

DETROIT METROPOLITAN/WAYNE COUNTY AIRPORT MAINTENANCE MANAGEMENT AND PURCHASE ORDER SYSTEMS: Ms. Drake designed the user interface in a Detroit Metropolitan/Wayne County Airport Maintenance Management System in a joint effort with airport maintenance management. The system provides management with data regarding pending repair work awaiting assignment, and a detailed database of completed repair work.

ILLINOIS JUVENILE COURTS JUVENILE ENTERPRISE MANAGEMENT SYSTEM. Ms. Drake supported the design of an enterprise-wide Juvenile Courts and Child Protection information system. The project involved analyzing the Juvenile Courts relationships with the Chicago Police Department, the Illinois State Department of Children and Family Services, and other agencies that provide child delinquency and protection services. Ms. Drake conducted interviews with the agencies, developed process charts that detailed current work flows, and produced a detailed functional requirements and system design report. The report contained user interface design, system interface design, technical architecture design and a detailed implementation plan.

CHICAGO PUBLIC SCHOOLS PAYROLL SYSTEMS SUPPORT. As project manager, Ms. Drake led a team retained to provide project management services and computer training for the installation of a time and attendance computer system used to track attendance of more than 40,000 employees. Ms. Drake also developed custom user documentation and training material, and trained more than 600 employees. The project saved the Chicago Public Schools more than \$350,000.

ILLINOIS COURTS PAYROLL & HUMAN RESOURCES SYSTEM PROCUREMENT. Ms. Drake conducted a system needs analysis, developed an RFP, and guided the courts through the selection of a payroll/human resources system. Ms. Drake detailed the courts' needs, developed and distributed the RFP, defined and monitored compliance with an evaluation methodology, and guided and audited the software selection process.

CHICAGO HOUSING AUTHORITY PAYROLL/HUMAN RESOURCE SYSTEM PROCUREMENT. Ms. Drake performed a needs assessment, developed an RFP and guided the Chicago Housing Authority through the selection of

Enabling the Complex Business of Airports



a payroll/human resources system. She also developed and monitored compliance with an evaluation methodology, and guided and audited the software selection process.

COOK COUNTY HOSPITAL CHARGE MASTER DEVELOPMENT BILLING DATABASE DEVELOPMENT. Ms. Drake was project manager of a five-person team responsible for determining the cost of medical procedures, and creating a database of more than 13,000 entries used to generate patient bills. Its use drove increased revenues through more equitable billing rates and improved billing services.

CITY OF CHICAGO AUTOMATED TIME AND ATTENDANCE SYSTEM TRAINING DEVELOPMENT AND DELIVERY. Ms. Drake developed user reference documentation that included a step-by-step user and code definition guides. The training materials included a training curriculum and workbook, as well as a case study book. Ms. Drake personally trained more than 400 city employees.

CITY OF CHICAGO HEAD START INFORMATION SYSTEM TRAINING. Ms. Drake developed a step-by-step user's guide, quick reference documents, training curriculum and training materials, and trained more than 300 delegate agencies providing Head Start services.



UNISON

CORE COMPETENCIES

Process Improvement | Program Evaluation | Information Technology | Strategic Planning | Grant Management | Internal Audit / Assessment | Finance/Budgeting | Organizational Development

EXPERIENCE:

20+ Years

EDUCATION / TRAINING

- Master of Public Administration, Roosevelt University
- B.A., Political Science, Fisk University

RELEVANT EXPERIENCE

Cook County Deputy Chief Information Officer, Bureau of Technology | Technology Operational Audit, City Manager's Office / City Council City of Chicago Committee on the Budget & Government Operations | Chicago Water Partners Managing Deputy Budget Director, Office of Budget and Management, Grants Management | Deputy Commissioner, Department of Planning & Development, Bureau of Administration

QUALIFICATIONS

Jarese Wilson brings extensive experience in project management and information technology strategic planning, finance and budgeting, program evaluation, grants management, . She possesses a proven ability to quickly analyze and master new issues and lead teams to strategically solve problems, make systematic improvements, and achieve objectives.

RELEVANT ACCOMPLISHMENTS

Independent Consultant, Bronner Group, LLC & UCG Associates

Chicago Public Schools, Program Management Office

• Provided local government project management consulting services for the creation and implementing a web-based Medicaid Billing Training Program for 4,000 special education paraprofessionals



 Provided local government project management consulting services by creating and implementing software testing suites, quality assurance reviews and documenting Go-Live risks for the Universal Enrollment System Project

City of Bloomington-Technology Operational Audit, City Manager's Office / City Council

• Provided local government consulting services by conducting a series of internal audits for the City that examined the Technology Department's operations and management structure. Identified opportunities to enhance effectiveness and efficiency in City functions and services

Cook County Government Department of Highway–Revenue Analysis

 Provided local government consulting services by identifying the size and distribution of revenue that the County generates from its sales tax on fuel. Determined if funds were spent on transportation-related projects/departments or diverted to other sources

City of Chicago Government, Committee on the Budget & Government Operations

• Provided local government consulting services in the areas of business process development; budget and financial analysis; and information technology strategic planning research for the Chicago City Council Committee on the Budget & Government Operations

Government Consultant, Unison (UCG Associates)

City Colleges of Chicago

• Provided financial forecasting for the Budget and Finance division of City Colleges of Chicago. This project included departmental re-engineering and privatization evaluations

Cook County Forest Preserves

• Prepared preliminary revenue and expenditure forecast for the Budget & Management unit of the Cook County Forest Preserve. This project included process evaluations and recommendations

Village of Riverdale, Illinois

• Provided an organizational structure study for the Village of Riverdale Finance division

Village of Dixmoor, Illinois

 Conducted a financial structure study and provided recommendations for operational and financial improvement

City of Chicago – Chicago Water Partners

• Provided revenue and third-party voucher management. This project included recommendations on enterprise revenue streams



Washington Metropolitan Area Transit Authority (WMATA), Hyperion / Office of Management & Budget Services (OMBS) Staff Augmentation Project | July 2018 - Present

• Provide consulting services in the areas of budget analysis, revenue forecasting and reporting expenditure variances for OMBS staff during Hyperion Financial Management software implementation

COOK COUNTY GOVERNMENT

Deputy Chief Information Officer, Bureau of Technology

- Managed the Bureau Business Office, Cook County Program Management Initiative (PMI), coordinating the Countywide CIO Roundtable on IT Governance Policy development, supervising various automation projects, monitoring Countywide IT Training and the Vehicle Inventory Database Implementation Project
- Budget Director for Cook County Government Department of Budget & Management Services: Prepared and monitored the Annual Appropriations Ordinance and introduced Performance Based Budgeting principles during her tenure

CITY OF CHICAGO

Managing Deputy Budget Director, Office of Budget and Management, Grants Management, Compliance and Reporting

- Identified new program revenue areas and opportunities for sub-recipients
- Led the annual development of the City of Chicago Consolidated Plan for FY 2003 2007
- Monitored the City's implementation plan for HUD's Section 3 local hiring requirement
- Created and implemented a web-based annual application and contracting process for over 1,500 City of Chicago grantees receiving HUD's Community Development Block Grant (CDBG) funding
- Analyzed effectiveness of HUD funding programs for job training, homelessness reduction, and business development within empowerment zones

Deputy Commissioner, Department of Planning & Development, Bureau of Administration

- Monitored program revenue areas and program deliverables from sub-recipients
- Led the annual Departmental budget development and submission for Commissioner
- Monitored the Department's accounts payable / procurement process for vendor payouts
- Analyzed effectiveness of Corporate & HUD funding programs for job training, homelessness reduction, and business development within empowerment zones

Cook County Government, Deputy Chief Information Officer, Bureau of Technology

 Managed the Bureau Business Office, Cook County Program Management Initiative (PMI), coordinating the Countywide CIO Roundtable on IT Governance Policy development, supervising various automation projects, monitoring Countywide IT Training and the Vehicle Inventory Database Implementation Project



 Budget Director for Cook County Government Department of Budget & Management Services: Prepared and monitored the Annual Appropriations Ordinance and introduced Performance Based Budgeting principles

City of Chicago, Managing Deputy Budget Director, Office of Budget and Management, Grants Management, Compliance and Reporting

- Identified new program revenue areas and opportunities for sub-recipients
- Led the annual development of the City of Chicago Consolidated Plan for FY 2003 2007
- Monitored the City of Chicago's implementation plan for HUD's Section 3 local hiring requirement
- Created and implemented a web-based annual application and contracting process for over 1,500 City of Chicago grantees receiving HUD's Community Development Block Grant (CDBG) funding
- Analyzed effectiveness of HUD funding programs for job training, homelessness reduction, and business development within empowerment zones

Deputy Commissioner, Department of Planning & Development, Bureau of Administration

- Monitored program revenue areas and program deliverables from sub-recipients
- Led the annual Departmental budget development and submission for Commissioner
- Monitored the Department's accounts payable / procurement process for vendor payouts
- Analyzed effectiveness of Corporate & HUD funding programs for job training, homelessness reduction, and business development within empowerment zones



MATTHEW GLUSACK Consultant



CORE COMPETENCIES

Data Analysis | Forecasting | Systems Integration | Feasibility Studies | Benchmarking | Budgeting | Testing and Documentation of Systems

EDUCATION

EXPERIENCE: 11+ YEARS

B.S., Business, Major in Finance and Accounting,

CLIENTS

Indiana University

- Chicago O'Hare International Airport
- Chicago Public Schools
- El Paso International Airport
- General Mitchell International Airport (Milwaukee)
- Kansas City International Airport
- Lehigh Valley International Airport
- Louis Armstrong New Orleans International Airport
- Saint Louis-Lambert International Airport

QUALIFICATIONS

Matthew Glusac has participated in software system testing and user documentation for multiple projects including a facilities reporting system, a safety management system, and a customer billing system. He previously brings 10 years of consulting experience and has worked in the insurance industry as well as a consultant to public sector clients. His accomplishments include leading the development of quarterly and annual financial statements and overseeing Accounts Receivable to bill and collect millions of dollars of monthly receivables. Mr. Glusac additionally led the transformation of management systems to help seamlessly rollout new guidelines and procedures company wide.

PROFESSIONAL EXPERIENCE

O'Hare International Airport | Mr. Glusac is working with a team engaged to implement a SMS for the Airport. The SMS is a documented set of procedures to enhance safety and ensure compliance with applicable regulatory standards. His responsibilities include participation on a team that is developing work processes and a manual for safety assurance. He is also responsible for testing and documentation for the database which will be rolled out to the entire O'Hare International Airport. Additionally, Mr. Glusac developed user documentation for the customer billing systems and the facilities reporting database

Public Sector Consulting | Since joining UCG in 2017, Matthew has helped transform the Chicago Public School's Internal Management System. He analyzed and converted the organization's fixed assets



yearly process to monthly. He helped evaluate and update the current grant processes and corrected any outstanding balances.

Kansas City International Airport | Mr. Glusac is consulting on a Capital Improvements Program helping to determine budgets going forward for the airport.

El Paso International Airport | Mr. Glusac created a feasibility model to help determine the airports profibility going forward for 5 years based on any criteria the airport requested.

St. Louis-Lambert International Airport | Mr. Glusac conducted a series of analysis using benchmarks for the airport so they could analyze their stregnths and weaknesses in regards to other airports at their size and location.

Insurance Industry Mr. Glusac worked with diverse types of reinsurance contracts while creating the necessary documentation and support to manage those contracts. He tracked, billed and collected \$5-10 million in outstanding receivables/payables monthly. In his role, he also created a market security review for all current and potential future reinsurers to track feasibility and managed quarterly and year-end financial statements.

His work has included working with external auditors to make ensure audits were performed accurately, including managing all internal aspects of State of Domicile Audits. He analyzed ratios and performance for many insurance programs to assess current and future profitability; and created yearly forecasts and re-forecasts for insurance programs. He teamed with the IT department in the creation of an automated cash application system as well as necessary upgrades to the company's technology. In this capacity, he helped streamline projects to improve the company's capabilities.

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COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

PROJECT No. To Be Determined PROJECT TITLE Consulting Services for an Airport Business Information Management System

TOTAL CONTRACT AMOUNT (less allowances) \$ 211,920.00 DBE Goal: 100%

Name & Address of DBE ^(*)	Scope of Work Detailed Description	1) DBE Contract Amount	2) % of Total Contract
Unison Consulting, Inc. 409 W. Huron, Suite 400 Chicago, IL 60654	Consulting Services for an Airport Business Information Management System & Airport Operational Database	\$211,920.00	100%

The total project contract amount is an estimate based on the outcome of negotiation between the Prime and 1) Milwaukee County. In some situations the DBE sub-contract amount might NOT be based on the total project contract amount.

2) The percentage is based on the eligible scope of services that DBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of DBE participation. The Pass/Fail determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple DBE companies the sum of the percentages MUST satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by CBDP the Prime's COMMITMENT to the TBE company.

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

I certify that the DBE firm 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. Prime Contractor/Consultant_Unison Consulting, Inc._____Phone No._312-988-3360

, or one of our subs. will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded 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. 1 1

February 25, 2019

Aruthe LD_	Yovette L. Drake, President	February 25, 201	
Signature of Authorized Representative	Name & Title of Authorized Representative	Date	

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

- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the 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 (Prime or sub) Unison Consulting, Inc.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein to be completed with my own forces.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project. On Yovette I Drake President 312-988-3360 February 25 2019

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Signatule of Authorized DBE Representative	Name & Title of Authorized DBE Representative	Phone Number	Date

	FOR	CBDP USE ONLY		
Commitment number $\frac{x}{2}$ of $\frac{x}{2}$	× Participation:		Project Total	x
Signature	Date	_ Authorized Signature	Rick Morrie	3/5/2019 Date
DBE-14 (07/25/18) Previous Editions Obsolete				



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.

http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx

2. **CONTRACT ADJUSTMENTS**: The successful Bidder/Proposer will maintain the approved DBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.

3. WRITTEN CONTRACTS WITH DBEs: The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named DBE firm and that they will be hired if you are awarded the contract by the County.

4. **SUBSTITUTIONS, DBE SUBCONTRACTING WORK, TRUCKING FIRMS**: The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, the commission or fee will be counted for DBE crediting.

5. **REQUESTS FOR PAYMENT**: The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. The successful Bidder/Proposer shall notify DBE firms of the date on which they must submit their invoices for payment.

6. **DBE UTILIZATION REPORTS**: The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to Milwaukee County's DBE Program, please contact:

414.278.4851 or cbdpcompliance@milwaukeecountywi.gov

ACORD [®] CERTI	FIC	ATE OF LIA	BILITY IN	SURA	NCE		(MM/DD/YYYY) 23/2018
THIS CERTIFICATE IS ISSUED AS A MATTER CERTIFICATE DOES NOT AFFIRMATIVELY (BELOW. THIS CERTIFICATE OF INSURANC REPRESENTATIVE OR PRODUCER, AND TH	DR NE	EGATIVELY AMEND, EXTER	ND OR ALTER THE	COVERAGE	AFFORDED BY THE PO	ER. THI	S
IMPORTANT: If the certificate holder is an A the terms and conditions of the policy, certa certificate holder in lieu of such endorseme	DDIT	IONAL INSURED, the polic					
PRODUCER	11(3):		CONTACT Christo	pher Rigdo	חר		
C.D. Rigdon Associates, Ltd.			NAME: CHISEO PHONE (A/C, No, Ext): (630)): (630)69	6-4143
24117 W. 103rd Street, Suite J			E-MAIL ADDRESS: Chrisr@	cdrigdon.		J-	
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Unison Consulting, Inc.			INSURER C: Trave	lers Casu	alty Insurance		19046
409 W. Huron			INSURER D : Philad	delphia I	ndemnity Insura	ce	18058
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Chicago IL 60654			INSURER F :				
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X Contractual Liability					PERSONAL & ADV INJURY	\$	1,000,000
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Record Tracking

Status: Original 3/4/2019 3:29:31 PM

Signer Events

James Martin jmartin@mitchellairport.com Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 3/4/2019 5:12:28 PM

ID: aa96cdb4-c01f-4dcb-90ed-277735daaf66

Community Business Development Partners rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Yovette Drake

Yovettedrake@unison-ucg.com

President

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 3/5/2019 1:45:16 PM ID: f717e2fa-583e-4dd5-8d42-0b3f41a76da6

Brian Dranzik

bdranzik@mitchellairport.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 11/22/2017 2:53:08 PM ID: 076dc026-110d-419e-bdc9-d17802e09c79 Holder: Christi Durfee cdurfee@mitchellairport.com

Signature

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Signature Adoption: Drawn on Device Using IP Address: 204.194.251.5 Sent: 3/5/2019 7:18:07 AM Viewed: 3/5/2019 8:40:13 AM Signed: 3/5/2019 8:41:32 AM

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Signed: 3/5/2019 2:24:53 PM

Status: Completed

Envelope Originator:

633 W. Wisconsin Ave.

Milwaukee, WI 53203 cdurfee@mitchellairport.com IP Address: 40.129.238.66

Location: DocuSign

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Timestamp

Christi Durfee

Suite 901

Vovette Drake ECEE5CC0A7484AC

Brian Dranzik

E598B9EA1CE44EB

Signed using mobile

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Signature Adoption: Pre-selected Style Using IP Address: 107.77.199.182

Sent: 3/5/2019 2:24:55 PM Viewed: 3/8/2019 2:19:45 PM Signed: 3/8/2019 2:22:16 PM

Signer Events

Community Business Development Partners rick.norris@milwaukeecountywi.gov **CBDP** Director

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Paul Schwegel paul.schwegel@milwaukeecountywi.gov Loss Control Manager Milwaukee County Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Scott Manske - Comptroller

comptrollersignature@milwaukeecountywi.gov Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Paul D. Kuglitsch

corpcounselsignature@milwaukeecountywi.gov **Corporation Counsel**

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Chris Abele, County Executive cexsignature@milwaukeecountywi.gov **County Executive** Milwaukee County Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Paul D. Kuglitsch corpcounselsignature@milwaukeecountywi.gov

Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events

Signature

DocuSigned by: Rick Morris AD4C84D4023E450.

Signature Adoption: Drawn on Device Using IP Address: 204.194.251.5

DocuSigned by: Paul Schwegel 480D50B2E68949A

Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3



Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3

Paul D. Englitsch

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Paul D. Englitsch

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Notary Events Envelope Summary Events	Signature Status	Timestamp Timestamps
-	Status	
Envelope Summary Events	-	Timestamps
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 3/14/2019 2:00:45 PM
Envelope Summary Events Envelope Sent Certified Delivered	Status Hashed/Encrypted Security Checked	Timestamps 3/14/2019 2:00:45 PM 3/19/2019 9:30:13 AM
Envelope Summary Events Envelope Sent Certified Delivered Signing Complete	Status Hashed/Encrypted Security Checked Security Checked	Timestamps 3/14/2019 2:00:45 PM 3/19/2019 9:30:13 AM 3/19/2019 9:30:18 AM

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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:	Allow per session cookiesUsers accessing the internet behind a Proxy Server must enable HTTP

Required hardware and software

1.1 settings via proxy connection

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