

DESIGNATED AVIATION CHANNELING SERVICES

SECTION I. GENERAL SCOPE

1. INVITATION

By this Request for Proposal (RFP) Milwaukee County (hereinafter "County") invites sealed competitive proposals from qualified Designated Aviation Channeling Services (hereinafter "DAC") interested in providing aviation channeling services for General Mitchell International Airport (hereinafter "GMIA"). The service provider will collect GMIA data and submit it to the Transportation Security Administration (hereinafter "TSA") to conduct threat assessments necessary for an aviation environment.

The airport's goal for the service provider is the following:

- Receive and transmit fingerprints and STAs
- Transmit data to multiple locations simultaneously (i.e. Submission of data to TSA and Custom and Border Protections (CBP) concurrently)
- Streamline data entry by allowing applicants to self-register online; facilitate the auto population of ID badging application
- Accept mandatory monthly uploads from GMIA
- Reprocess of CHRC when necessary in a cost effective manner
- Establish a method to handle unclassified fingerprints
- Perform QA/QC checks on submitted data
- Provide report capability
- Provide customer service and support (especially during ID Badging Office Hours: 8AM-5PM Central Time)
- Report billing information timely and accurately

The acceptance of a proposal does not obligate the County to purchase any services. After receipt of the proposal, and prior to signing the contract, the County reserves the right to revise the RFP document at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in written addenda to the RFP which shall be provided to all firms receiving the RFP document. All written addenda will be sent by e-mail to Proposers not later than four (4) calendar days prior to the time set for submission of proposals.

The public bidding statutes and ordinances are not applicable to this award. County reserves the right to reject any Proposer that, in the County's sole opinion, does not possess adequate qualifications. The County reserves the right to reject any or all proposals and to advertise for new proposals. The County reserves the right to waive minor irregularities and formalities.

2. DEADLINE FOR SUBMISSION

The original and six (6) copies of the proposal must be submitted before 1:00 PM, local time, on September 13, 2013 in a sealed envelope clearly marked on the outside as follows:

OFFICIAL NOTICE NO. 6850
PROPOSAL FOR AVIATION CHANNELING SERVICE PROVIDER
GENERAL MITCHELL INTERNATIONAL AIRPORT

County Clerk
County of Milwaukee
Room 105, Courthouse
901 North Ninth Street
Milwaukee, WI 53233

Proposals may be withdrawn by requesting such withdrawal in writing at any time prior to 1:00 PM, local time, on September 13, 2013. After such date and time, proposals shall be binding without modification or amendment.

3. EVIDENCE OF QUALIFICATIONS

Proposer must present evidence that it is qualified and has the necessary equipment, experience and financial resources to fulfill the requirements as outlined below:

- A description of your organization, including company history and key personnel
- A description of your organization's knowledge and experience with DAC services, including clients who you have provided such services to
- A description of plan and approach, channeling methods and associated equipment requirements (proposals for more than one method is acceptable), including initial cutover and database cleanup, cost of new equipment and maintenance program for equipment
- A description of account accessibility for Airport
- A description of report capabilities, including the ability to obtain or retrieve information from previous submittals
- A description of customer service and support program, including response times and commitment or guarantee of data channeling within specified timeframes to TSA, Federal Bureau of Investigation (FBI), and CBP received from Airport
- A description of billing and payment methods
- A description of accountability for services provided
- A schedule of all rates and charges, including charges for re-submissions

4. EVALUATION CRITERIA

In seeking the best and highest quality services, proposals will be evaluated on their total price and on the criteria contained in this RFP. No single criterion or combination of criteria will be controlling in the selection process.

Percentage	Criteria
20%	Plan and Approach • Fingerprint upload format will be scored on ease of use as well as accuracy and efficiency. Not only will data entry be considered, but also input method/s and system dependability and reliability. • Quality assurance, such as the company's audit practices, internal controls and historical quality will be considered. Description of quality assurance methods, such as receipt and status confirmation of data transfers, delay notifications, and recovery times should also be included. • Reporting ability for activity, such as submissions, processed, and current status should be available. Separate reporting ability for uploads and submissions for both CHRCs and STAs are expected. • Provide if available certification and designation coverage under the SAFETY Act to demonstrate liability protections to help promote the creation, deployment and use of anti-terrorism technologies. • Provide maintenance program details for proposed equipment.
20%	Billing Method • Billing method should include reporting, monthly statements, potentially an online account that is researchable, and may include knowledgeable billing support staff that is readily available. Accountability and ability to reconcile billing is imperative.
20%	Proposed Costs • Including any escalations (i.e. annual, fingerprint fees, FBI increases, etc.), and proposed escalation cap indicating a not-to-exceed amount. • Include table indicating costs per year, plus escalations if any for each year of the contract.
15%	Response Time • Includes communication availability of dedicated customer agents and account representatives as well as specified response times for inquiries, and assistance requests.
15%	Knowledge and Experience Respondent's knowledge and experience in providing Designated Aviation Channeling services.
10%	References, Resources, and Key Personnel Proposer's capacity to provide professional service as evidence by past performance, company information, resources and key personnel.

5. PROPOSAL EVALUATION AND AWARD

A panel or panels will be convened for evaluation of the proposals. A short list may be determined on the basis of the full panel grand totals. If interviews are conducted for short list candidates, respondents should plan to have key management personnel on their teams who will be assigned to work under the contract. Ranking will be based on high point scoring and the best interests of Milwaukee County. Input by the Controlling Agency as to the applicability and value to the agency's mission may be provided. A short list candidate may be asked to provide supplemental information for review by the panel prior to the conduct of the interviews. The results of the additional information and interviews may result in the final decision. The panel will make a recommendation to Milwaukee County's Department of Transportation Committee, to award a contract to the successful Proposer subsequent to the evaluation process.

6. TERM OF AGREEMENT

The term of the Agreement(s) made pursuant to this RFP is anticipated to be from December 1, 2013 through November 30, 2018.

7. COUNTY'S RESERVATION OF RIGHTS

The County reserves the right to reject any or all proposals and to cause rebidding, or take such other course of action, as County deems appropriate at County's sole discretion. The County reserves the right to negotiate for the modification of any proposal with its selected Proposer. Upon completion of the evaluations, the County reserves the right to conduct negotiations with one or more Proposers.

8. CAUSES FOR DISQUALIFICATION

The County reserves the right to reject any Proposer that, in the County's sole discretion and opinion, does not possess adequate qualifications. The County reserves the right to waive minor irregularities and formalities. More than one proposal for the same RFP under the same or different names will not be considered. Reasonable grounds for believing that the Proposer is interested in more than one proposal for the same RFP will cause the rejection of all proposals in which the Proposer is interested. One or all proposals will be rejected if there is reason for believing that collusion exists among the Proposers, and no participant in such collusion will be considered in future proposals. Proposals will not be accepted from any Proposer that is in arrears or is in default to the County upon any debt or

contract or that is or was a defaulter as surety or otherwise, upon any obligation to the County or has failed to perform faithfully any previous contract with the County or has refused to enter into a contract with the County after having been awarded same. In addition, the following may be considered sufficient for the disqualification of a Proposer and the rejection of the proposal:

- 8.A.** Submission of a proposal package which is incomplete, conditional, ambiguous, obscure or which contains alterations not called for, or irregularities of any kind.
- 8.B.** Lack of the business skills or financial resources necessary to provide proper management of security officer personnel and/or properly trained and equipped security officer personnel to successfully provide security officer services at GMIA, as revealed by either financial statements or experience statements.
- 8.C.** Lack of responsibility as shown by past work, references, or other factors.

9. EXPENSES

All expenses incurred by the Proposer in preparing its response to this RFP and in seeking this award shall be borne solely by the Proposer.

10. PURCHASE AGREEMENT

The successful Proposer shall enter into a written agreement for the purchase of services as negotiated between Proposer and County within Sixty (60) days after award by the Milwaukee County Board of Supervisors. Any written agreement between the Proposer and Milwaukee County pursuant to this RFP shall contain the County's standard terms and conditions, as contained in the attached draft agreement. The Proposer's response must state its agreement with the provisions contained in the draft agreement or the Proposer's response must identify and explain its opposition to any provisions contained in the draft agreement to which it will not agree. The Proposer must also provide alternative provisions for the County's consideration. The Airport Director may grant additional time to execute any applicable agreement if warranted.

11. ANTI-LOBBYING PROVISIONS

Except as otherwise provided herein, all Proposers will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in

the selection process with any person who may play a part in the selection process, including the evaluation team. This is not meant to preclude Proposers from discussing their proposals with one or more members of the County, provided such meetings are scheduled, conducted in person, and are posted as open meetings by the County at least 24 hours prior to the scheduled meeting. The County's posting shall include and detail the participants, the subject matter and shall invite the public and press to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted, and copies of contacts made via letter, FAX, e-mail or other written method shall be made available to the public, press and all Proposers.

12. PROPOSAL PROCESS AND ANTICIPATED AWARD SCHEDULE

Outlined below is a schedule of events included in this RFP process:

<u>Activity</u>	<u>Projected Date</u>
Issue RFP	August 30, 2013
Deadline for Written Questions	September 6, 2013
Proposal Due Date	September 13, 2013

13. RFP QUESTIONS AND COMMENTS

Any questions or comments regarding discrepancies or omissions in this Request for Proposal must be submitted in writing prior to 5:00 PM, local time, on September 6, 2013 to:

Michael W. Keegan, ACE

OFFICIAL NOTICE NO. 6850

PROPOSAL FOR AVIATION CHANNELING SERVICE PROVIDER

General Mitchell International Airport

5300 South Howell Avenue

Milwaukee, WI 53207

Fax: (414) 747-5784

mkeegan@mitchellairport.com

Responses to the written questions or comments will be distributed to all interested parties in the form of an addendum to the proposal document. Milwaukee County will not respond to any oral requests and will not be responsible for or bound by any oral instructions.

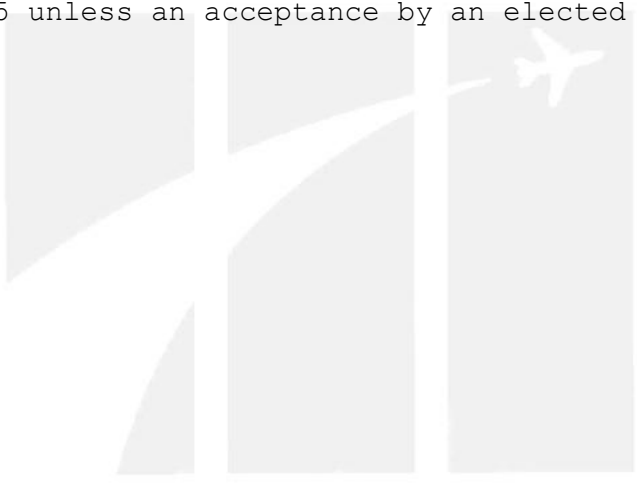
14. PROTEST AND APPEAL

Written protests or appeals must be received no later than three (3) working days after the Proposer's receipt of the written

notification of the status of the agreement award. Protest and appeal reviews will be conducted in accordance with Milwaukee County General Ordinances Chapter 110.

15. CODE OF ETHICS

Section 9.05 (amended March 17, 2004) of the General Ordinances of Milwaukee County states: (2) (1) No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary), or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official.



DRAFT PROFESSIONAL SERVICES CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by General Mitchell International Airport, 5300 South Howell Avenue, Milwaukee, Wisconsin 53207 and _____ (hereinafter called "Contractor") is entered into on _____, 2013.

1. SCOPE OF SERVICES

Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, dated _____, 2013, which is attached hereto as Exhibit A and incorporated herein by reference, and the County Request for Proposal, dated August 30, 2013, which is attached hereto as Exhibit B and also incorporated herein by reference. If there is a variance between Contractor's proposal and the County's request for proposal, the latter shall be controlling, unless otherwise provided for in writing.

This Contract consists of the following (3) 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) County Request for Proposal
- c) Contractor Proposal

2. STAFFING

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

<u>Name</u>	<u>Position</u>	<u>Est. Hours</u>	<u>Billing Rate</u>
1.			
2.			
3.			

Contractor shall not replace [List name(s) and position(s)] without the prior approval of the County. If the successor to said [List name(s) and position(s)] 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 [List name(s) and position(s)] 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.

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

The County hereby agrees to make available, without charge to Contractor, office space and (list other items such as office furniture, office equipment and photocopying) needed by Contractor for the performance of its services agreed to within this Contract.

4. DATES OF PERFORMANCE

Contractor shall begin work within 30 days after execution of this Contract, which work shall be completed on or before _____.

5. COMPENSATION

Contractor shall be compensated for work performed according to the following schedule:

Any out-of-pocket expenses shall not exceed \$_____. The total compensation to Contractor for services performed under the Contract shall not exceed \$_____ 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. BILLING

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

- A. Name of employee
- B. Dates and hours worked
- C. General task performed
- D. Detail of out-of-pocket expenses, indicating their purpose such as telephone, travel, hotel, graphic reproduction, postage, etc., for these expenditures provided for in the Contract.

7. TAXES

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

8. REPORTS

Contractor shall provide written progress reports to County on a (weekly, biweekly, monthly, quarterly basis). At the completion of the Contract, Contractor shall provide (number) copies of the final report. This Contract provides for Contractor to make (number) oral presentations concerning the final report at times selected by County.

9. OWNERSHIP OF DATA

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

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

10. AUDIT AND INSPECTION OF RECORDS

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

11. AFFIRMATIVE ACTION

Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national

origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. 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 Zero percent (0%) 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 Zero percent (0%).

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

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, under Title VI, 49CFR Part 21 of the Civil Rights Act of 1964 and Section 4.21 of the Milwaukee County General Ordinances, 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 County, setting forth the provisions of the non-discriminatory clause.

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto 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 this section are committed during the term of the Contract, the County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by 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. INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Workers Compensation, Employer's Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Workers' Compensation laws or other insurance provisions.

Evidence of Workers Compensation and General and Automobile Liability insurance shall be given the County by a certificate naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

15. INDEMNITY/INSURANCE

CONTRACTORS/CONSULTANTS INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

16. INDEMNITY

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

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

INSURANCE

Contractor/Consultant shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

Contractor/Consultant shall provide evidence of the following coverages and minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation	Statutory; Waiver of Subrogation
Employer's Liability	\$100,000/\$500,000/\$100,000

Commercial or Comprehensive General Liability

General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence

Professional Liability

Errors & Omissions	\$1,000,000 Per Occurrence
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Refer to paragraph A.2. for additional conditions

Automobile Liability

Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin requirements

Milwaukee County, as its interests may appear, on Comprehensive General Liability and Automobile Liability, shall be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A thirty (30) day written notice of cancellation, non-renewal, or material change shall be afforded to the County.

The insurance specified above shall be placed with an AA+ rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

A.1. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

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

A.2. PROFESSIONAL LIABILITY - ADDITIONAL PROVISIONS

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

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

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

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

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

It is understood and agreed that Contractor/Consultant will obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

NOTE: Professional liability will be required for architectural and engineering design and supervision. If the principal consulting firm is not eligible for this coverage, the principal consulting firm shall disclose the sub-consultant who will perform the architectural and engineering design work and evidence the existence of professional liability coverages for such sub-consultants as respects this section.

For Medical-Dental, Clinical, HMO, etc., please contact the Director of Risk Management for insurance requirements.

17. PERMITS, TAXES, AND 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.

18. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

19. 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.

20. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

The County further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

21. FUNDING

If funds are not appropriated for payment of this contract, 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.

22. COOPERATION UPON TERMINATION

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

23. 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.

24. SUBCONTRACTS

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

25. 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.

26. 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."

27. 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.

28. CODE OF ETHICS

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

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

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

29. 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.

30. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to: Airport Public Safety & Security Manager, General Mitchell International Airport, 5300 South Howell Avenue, Milwaukee, Wisconsin 53207 and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to: (name and address), or to such other respective addresses as the parties may designate to each other in writing from time to time.

31. 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.

32. AIRPORT SECURITY

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

Contractor, its employees, agents or contractors are expressly required at all times to comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the FAA, the Federal Transportation Security Administration and the U.S. Department of Justice.

Should a penalty be imposed on the County for an incident involving Contractor's breach of security, Contractor agrees to reimburse County for any and all such penalties including, but

not limited to, civil fines which may be imposed upon the County by any state, local or federal agency, or officer, including the Transportation Security Administration.

33. 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.

34. SEVERABILITY OF PROVISIONS

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

35. 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.

36. BINDING EFFECT

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

37. ADDITIONAL CONTRACTUAL TERMS

Contractor Personnel. Contractor shall provide, as described in the Scope of Services (SOS) and/or Contractor's response to the RFP, all personnel necessary to perform the services and tasks described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Contractor may not replace or substitute any specific individuals identified in the SOS without the prior written consent of the County. It is understood that any replacement person or persons shall possess substantially equivalent training, skills and levels of competence as the person or persons replaced. Milwaukee County shall have the right to request and require removal of personnel assigned by Contractor to this project and to approve replacement personnel.

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

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

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

38. TECHNOLOGY POLICY

- A. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, that "No person may offer to give to any County officer or employee or his immediate family, and no County Officer, or

employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

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

39. AUTHORIZATION

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

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

RECOMMENDED FOR APPROVAL:

FOR MILWAUKEE COUNTY

FOR Name of Company

C. Barry Bateman Date
Airport Director

Print Name

Signature and Date

Witnessed by:

Title

Reviewed by County's Risk Manager:

Taxpayer ID No.

By Risk Manager Date

Witnessed by:

Approved with regards to Milwaukee
County Ordinance Chapter 42:

IF PRINCIPAL IS A CORPORATION
IMPRINT CORPORATE SEAL

By Community Business Development Partners Date

Approved as to appropriate use of a
professional service contract, form and
independent contractor status by
Corporation Counsel:

By Principal Assistant Corporation Counsel Date