



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

March 30, 2009

Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

CITY OF MILWAUKEE
2009 MAR 31 PM 3:09
RONALD D. LEONHARDT
CITY CLERK

Dear Mr. Leonhardt:

Enclosed is a copy of a fully executed duplicate original of Contract No. 09-011 (CM) between the City of Milwaukee and Precision Consulting, Inc. This pertains to the creation of a foreclosure database for the City of Milwaukee.

Please insert this agreement into Common Council Resolution File No. 080857 & 080858, adopted November 25th, 2008.

Sincerely,

Scott Stange
RACM Compliance Officer

Enclosure

CONTRACT FOR SERVICES
PART I

City of Milwaukee

Department of City Development
Purchasing/Contract ServicesCONTRACT NO. '09-011 (CM)
DIVISION/SECTION: DCD**DUPLICATE
ORIGINAL***The provisions of this contract have been reviewed and approved by the Office of the City Attorney.*

Distribution

Original - Contract Services
Copy 1 - Contractor
Copy 2 - Comptroller
Copy 3 - CBGA

SERVICE DESCRIPTION (General): Professional Services for the creation of a foreclosure database for the City of Milwaukee

TIME OF PERFORMANCE: October 1, 2008 to June 30, 2009

TOTAL AMOUNT OF CONTRACT: Maximum Amount of Compensation Not to Exceed: Fifty Thousand and 00/100 dollars (\$50,000.00)

THIS AGREEMENT, entered into by and between Precision Consulting, Inc., a corporation organized and existing under the laws of the State of Wisconsin (hereinafter referred to as the "CONTRACTOR"), and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY"). Pursuant to the authority established by Wisconsin Statutes §16.73, the CITY and CONTRACTOR agree that the services set forth herein, and compensation for said services, will piggy-back off of the State of Wisconsin's Information Technology (IT) Services Sourcing Contract, Contract No. 15-92040-501

Performance and schedules will be approved by Rocky Marcoux, Commissioner of the City of Milwaukee Department of City Development (DCD), or designee.

The following constitute the Contract documents. If there is a conflict or ambiguity, the Contract shall be governed by these listed documents in descending order of precedence.

- A. This Contract for Services.
- B. Exhibit A, "Scope of Services"
- C. The contract between the State of Wisconsin and the CONTRACTOR (Contract No. 15-92040-501), a copy of the contract's cover page, commodity codes, job descriptions, and bill rates are attached to this contract and incorporated herein.

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent entrepreneur and not as an employee of the CITY.
NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. RETENTION OF SERVICES. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.
- II. REQUIREMENTS. The CONTRACTOR is required to
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.

iii. SCOPE OF SERVICES. (To include specific duties and responsibilities, time schedules and deadlines, compensation, terms, and approval requirements.)

RECEIVED

A. Availability of Funds. The contract award is 100% funded under the Federal-Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the CITY can modify and reduce the CONTRACTOR'S scope of services and compensation (as listed on page 1 as the "Total Amount of Contract"). In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

2. The CITY and CONTRACTOR further acknowledge that payments under this Contract are subject to either (1) actual receipt by the CITY of funding by the Federal Community Development Block Grant Program or (2) the ability of the CITY to finance its payment obligations hereunder with other City funds pending receipt of the federal grant monies.

B. Services to be Provided: The Contractor shall provide Information Technology services necessary to create a foreclosure database pursuant to the Scope of Services set forth in Exhibit A, attached to, and incorporated by reference to this Contract.

CONTINUATION OF THIS CONTRACT BEYOND DECEMBER 31 OF ANY YEAR IS CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS BY THE PROPER CITY OFFICIALS.

iv. SPECIFIC CONDITIONS OF PAYMENT: Payment will be made to the following schedules if completion is satisfactory.

UPON RECEIPT OF A PROPERLY SUBMITTED AND APPROVED INVOICE, CONTRACTOR SHALL BE COMPENSATED AT A RATE NOT TO EXCEED THE HOURLY RATES LISTED ON THE STATE OF WISCONSIN IT SERVICES CONTRACT.

Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Federal Community Development Block Grant Program at any time; or if the Community Development Block Grant to the CITY is suspended or terminated.

THE CITY STRIVES TO MAKE TIMELY PAYMENT ON ALL INVOICES. PAYMENT TO THE CONTRACTOR WILL BE DEEMED TIMELY IF THE PAYMENT IS MAILED, DELIVERED, OR TRANSFERRED WITHIN 60 CALENDAR DAYS AFTER RECEIPT OF A PROPERLY COMPLETED INVOICE OR RECEIPT AND ACCEPTANCE OF THE PROPERTY OR SERVICE UNDER THE ORDER OR CONTRACT, WHICHEVER IS LATER. IF THE CITY DOES NOT MAKE PAYMENT BY THE 60TH CALENDAR DAY, THE CITY SHALL PAY SIMPLE INTEREST BEGINNING WITH THE 31ST CALENDAR DAY AT THE RATE OF ONE PERCENT (1%) PER MONTH (UNLESS THE CITY DISPUTES THE AMOUNT OF THE INVOICE). REFERENCE COMMON COUNCIL FILE NO. 900859 ADOPTED OCTOBER 16, 1990, PROVISIONS OF STATE STATUTE 66.285 AND 66.286.

v. NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

Precision Consulting, Inc.
P.O. Box 511208
Milwaukee, WI 53203

Attention: Roger Rouse

and to the CITY at:

DEPARTMENT OF CITY DEVELOPMENT
809 NORTH BROADWAY
MILWAUKEE, WISCONSIN 53202

Attention: Mr. Rocky Marcoux, Commissioner

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

VI. REPORTS

- A. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
- B. All reports, studies, analysis, memoranda and related data and material, including computer programs, source codes, and program documentation, as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided. Both parties recognize that this Agreement is subject to the provisions of the State of Wisconsin Public Records Law.

VII. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT.

VIII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- A. Performance. Notwithstanding any references to the contrary in the contract documents, the CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Contract at such place or places as is necessary so as to enable the CONTRACTOR to fulfill CONTRACTOR's obligations under this Contract.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum for all of the services required.
- D. Additional Fringe or Employee Benefits. The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.
- E. Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the CITY during the terms of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the CITY as an additional insured providing for a thirty (30) day notice to the CITY prior to change, termination or cancellation.

- F. Subcontracting. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the DCD Commissioner.

IX. METHOD OF PAYMENT. The City agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth herein it will pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the DCD Commissioner or its designee shall prevail. The conditions of payment are as follows: Compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by the CITY approving officer designated on page 1 and approved by them for payment (as referenced and stipulated on page 2, IV Specific Conditions of Payment).

X. DEFENSE OF SUITS. In case any action in court or proceeding before an administrative agency is brought against the CITY or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its

officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR'S insurer, and upon such tender it shall be the duty of the CONTRACTOR and CONTRACTOR'S insurer to defend such claim or action without cost or expense to the CITY or its officers, agents, or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XI. INDEMNIFICATION. Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract. CONTRACTOR will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs, and expenses which may be claimed against the City in consequence of the granting of this contract to said CONTRACTOR, or which may result from the carelessness or neglect of said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the carelessness, negligence, or by acts of omission of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.

XII. REGULATIONS. Contractor agrees to comply with all of the requirements of all federal, state and local laws related thereto.

XIII. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the DCD Commissioner shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the CITY, become the property of the CITY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the CONTRACT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

XIV. TERMINATION FOR CONVENIENCE OF THE CITY. The CITY may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the DCD Commissioner to the CONTRACTOR. If the CONTRACTOR is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONTRACTOR covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph XIII hereof, relative to termination, shall apply.

XV. CHANGES. The DCD Commissioner may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.

XVI. PERSONNEL

A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the DCD Commissioner. If any work or services is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as its for the acts and omissions of persons directly employed by them.

XVII. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the DCD Commissioner. Provided, however that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the DCD Commissioner.

XVIII. RECORDS.

- A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, these records shall be maintained for a period of seven (7) years after receipt of the final payment under this Contract.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

XIX. REPORT AND INFORMATION. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Contract.

XX. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY, the CITY's Comptroller or such agency for examination all of its records with respect to all matters covered by this Contract and the CONTRACTOR and any subcontractors, shall permit the City, the City Comptroller and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. Further, any contract issued by the CONTRACTOR to a subcontractor for work relating to this Contract, shall have an audit clause similar in form and execution to this clause.

XXI. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc. prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the DCD Commissioner.

XXII. CONFLICT OF INTEREST

- A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. Interest of Contractor and Employees. The CONTRACTOR covenants that no person described in Paragraph XXII, A and B above who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or its employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.
- D. Lobbying.
 - 1. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXIII. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

XXIV. WORKERS COMPENSATION INSURANCE. The CONTRACTOR, and all contractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Workers Compensation Insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

XXV. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

XXVI. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians, if any, performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.

XXVII. OTHER PROVISIONS.

A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the City in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefore other than herein provided.

- B. The word "CONTRACTOR" means a person, or an entity, whether public or private, that enters into contract with the CITY, and whenever or wherever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part 1 of this Contract.
- C. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such all of the terms of this Agreement are subject to and conditioned on the provisions of sec. 19.21, Wis. Stats., et seq. Contractor acknowledges that it is obligated to cooperate with the City in producing records which are subject to Wisconsin Public Records Law.
- D. Upon execution of this Contract, the CONTRACTOR certifies to the CITY that it will provide a drug-free workplace, and will otherwise comply with, as required under the Drug-Free Workplace Act of 1988, as amended, and the regulations promulgated thereunder.
- E. The Contractor agrees to abide by the requirements of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324A, and certifies that the identity and work authorization of all Contractor's employees hired after November 6, 1986 has been verified and that the Contractor has not knowingly hired any aliens since such date that are not authorized to work in the United States.

XXVIII. This contract consists of this Part I; however, whenever federal state assistance, aids or grants are used in whole or in part for the procurement of the services herein before described or used for the purposes set forth in this contract, this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this contract as though set forth herein in full. Part II is applicable (and attached) X not applicable

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF MILWAUKEE, a municipal corporation:

By: *[Signature]*
DCD Commissioner

Date: 3-18-09 *DEPUTY*

Countersigned By: *[Signature]*
Comptroller *813*

Date: 3/30/09

CONTRACTOR:

Firm: PRECISION CONSULTING, INC.

Address: P.O. Box 511208

City/State: MILWAUKEE, WI Zip 53203

Phone: (414) 915-7513

Fax: (262) 238-1025

By: *[Signature]*

Title: PRESIDENT

Date: 3-18-2009

Witness: *[Signature]*

City of Milwaukee
CENTRAL BOARD OF PURCHASES
Service Contract Supplement
(for Grant & Aid Contracts)

PART II
TERMS AND CONDITIONS FOR FEDERAL OR STATE ASSISTANCE AIDS OR GRANTS

I. DEFINITIONS. As used in this Contract:

- A. "CITY" means the City of Milwaukee, a Wisconsin municipal corporation.
- B. "CONTRACTOR" means an entity, whether public or private, that furnishes to the CITY the services referred to in Part I.

II. SPECIAL REQUIREMENTS. If federal or state grants or aids are involved, then any unearned payments under this Contract may be suspended or terminated

- A. Upon refusal of CITY to accept any additional conditions which may be imposed by any appropriate federal or state agency; or
- B. Upon the suspension or termination of a grant or aid to the CITY under a federal or state act.

III. IDENTIFICATION OF DOCUMENTS. All reports, maps and other documents completed as part of this Contract other than documents exclusively for internal use, shall contain the following information on the front cover or title page (or in the case of maps in an appropriate block Name of Agency, month and year of the preparation, name of the CONTRACTOR and the following notation covering federal assistance The preparation of this report, map, document, etc. was financed in part through a grant from the Department of Housing and Urban Development under the provisions of Title I of the Housing and Community Development Act of 1974 (as amended).

IV. INTEREST IN CERTAIN FEDERAL OFFICIALS. No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or any benefit to arise therefrom.

V. OPPORTUNITIES FOR RESIDENTS. In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that low and moderate income residents are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by low and moderate income residents are to the greatest extent feasible awarded contracts.

VI. COPYRIGHTS. If this Contract results in book or other copyright-able materials, the author is free to copyright the work but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.

VII. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest,

VIII. POLITICAL ACTIVITY PROHIBITED. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

IX. LOBBYING PROHIBITED. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

X. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS. No person employed in the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

XI. ANTI-KICKBACK RULES. Salaries of architects, draftsmen, technical engineers and technicians, if any, performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874, and title 40 U.S.C., section 276e) The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts, if any, covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

XII. The CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of the Contract.

XIII. LEAD-BASED PAINT. Section 570.608 - If the Contract involves construction or rehabilitation of residential structures with assistance provided under this agreement, it is subject to the lead-based paint regulations set forth in 24 CFR 35, as amended at 24 CFR 35.81(C). January 27, 1977

XIV. "SECTION 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u)).

A. Any work to be performed under this Contract which is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development is subject to the requirements of section 301 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project

B. Any such work requires that the parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the CITY issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements a notice prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training

D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not Subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the CITY issued thereunder prior to the execution of the Contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

XV. EXECUTIVE ORDER 11246, etc. During the performance of this Contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex orientation, religion, sex or national origin. Such action 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 apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, sex orientation, religion, sex or national origin.

C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the CONTRACTOR'S noncompliance with the non-discrimination clause of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONTRACTOR will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a

subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

XVI. COMPLIANCE WITH AIR AND WATER ACTS. With respect to non-exempt transactions to carry out the purposes of the housing and Community Development Act of 1974, the CONTRACTOR shall be required to provide:

A. A stipulation by the CONTRACTOR or subcontractor that any facility to be utilized in the performance of any non-exempt Contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. Agreement by the CONTRACTOR to comply with all the requirements of Section 11401 the Clean Air Act, as amended (42 USC 1657c-B) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities.

D. Agreement by the CONTRACTOR that he will include or cause to be included the criteria and requirements in paragraphs A through D of this Section in every non-exempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions,

XVII. FEDERAL MANAGEMENT AND BUDGET REQUIREMENTS AND PROCUREMENT STANDARDS.

Incorporated by reference herein are requirements and procurement standards which shall apply to the parties hereto

A. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102, AS AMENDED AUGUST 15, 1979.

1. Applicability.

a. This Attachment establishes standards and guidelines for the procurement of supplies, equipment, construction and services for Federal assistance programs. These standards are furnished to ensure that such materials and services are obtained efficiently and economically and in compliance with the provisions of applicable Federal law and executive orders.

b. No additional procurement requirements or subordinate regulations shall be imposed upon grantees by executive agencies unless specifically required by Federal law or executive orders or authorized by the Administrator for Federal Procurement Policy. This prohibition is not applicable to payment conditions issued in accordance with Treasury Circular 1075, individual grantee requirements pursuant to Section 10 of the basic circular or the provisions of this or other OMB circulars

c. Provisions of current subordinate requirements not conforming to this Attachment shall be rescinded by grantor agencies unless approved by the Office of Federal Procurement Policy (OFPP)

2. Grantee/Grantor Responsibility.

a. These standards do not relieve the grantee of any contractual responsibilities under its contracts. The grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, dispute, and claims. Executive agencies shall not substitute their judgment for that of the grantee unless the matter is primarily a Federal concern. Violations of law are to be referred to the local, State, or Federal authority having proper jurisdiction.

b. Grantees shall use their own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements for Federal Assistance Programs conform to the standards set forth in this Attachment and applicable Federal law.

3. Grantee Procurement Improvement. Executive agencies awarding Federal grants or other assistance which require or allow for procurement by the recipients are encouraged to assist recipients in improving their procurement capabilities by providing them with technical assistance training, publications, and other aid

4. Procurement System Reviews.

a. Executive agencies are encouraged to perform reviews of their grantees' procurement systems if a continuing relationship with the grantee is anticipated or a substantial amount of Federal assistance is to be used for procurement and review of individual contracts is anticipated. The purpose of the review shall be to determine: (1) whether a grantee's procurement system meets the standards prescribed by this Attachment or other criteria acceptable by the OFPP, such provisions of the Model Procurement Code for State and local government, and (2) whether the grantee's procurement system should be certified by the reviewing agency. Such a review will also give an agency an opportunity to give technical assistance to a grantee to remedy its procurement system if it does not fully comply. In addition, such a review may provide a basis for deciding whether the grantee's contracts and related procurement documents should be subject to the grantor's prior approval, as provided by Section 6

b. In conducting procurement system review, grantor agencies will evaluate a grantor's procurement system in terms of whether it complies with the standards prescribed by this Attachment and represents a

fair, efficient and effective procurement system. To the maximum extent feasible, reviewers will rely upon State or local evaluations and analyses performed by agencies or organizations independent of the grantee contracting activity.

c. When a Federal grantor agency completes a procurement review, it shall furnish a report to the grantee, with a copy to OFPP.

d. All agencies should normally rely upon the resultant findings or certification for a period of 24 months before another review is performed.

e. Reviews should be conducted in accordance with standards and guidelines approved or issued by OFPP.

f. The reviews authorized by Section 6 are waived if a grantee's procurement system certified.

5. Protest Procedures

a. Grantor agencies may develop an administrative procedure to handle complaints or protests regarding grantee contractor selection actions. The procedure shall be limited as follows:

b. No protest shall be accepted by the grantor agency until all administrative remedies at the grantee level have been exhausted.

c. Review is limited to:

(1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities

(2) Violations of grantee's protest procedures or failure to review a complaint or protest.

6. Grantor Review of Proposed Contract

Federal grantor pre-award review and approval of the grantor's proposed contracts and related procurement documents, such as requests for proposal and invitations for bids, is permitted only under the following circumstances

a. The procurement is expected to exceed \$10,000 and is to be awarded without competition or only one bid or offer is received in response to Solicitation

b. The procurement expected to exceed \$10,000 specifies a "brand name" product, or

c. The grantor's procurement procedures or operation fails to comply with one or more significant aspects of this Attachment The grantor's agency shall notify the grantee in writing, with a copy of such notification to the OFPP

7. Code of Conduct. Grantees shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved such a conflict would arise when

a. The employee, officer or agent,

b. Any member of his immediate family,

c. His or her partner, or

d. An organization which employs, or is about to employ any of the above, has a financial interest in the firm selected for award

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties sanctions, or other disciplinary actions for violations of such standards by the grantee's officers employees or agents, or by contractors or their agents.

8. Procurement Procedures. The grantee shall establish procurement procedures which provide that proposed procurement actions shall be reviewed by grantee officials to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidation or breaking out to obtain a more economical purchase. Where appropriate, an analysis should be made of lease versus purchase alternatives, and any other appropriate analysis to determine which approach should be the most economical. To foster greater economy and efficiency, grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

9. Contracting with Small and Minority Firms Women's Business Enterprises and Labor Surplus Area Firms.

a. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

(1) Including qualified small and minority businesses on solicitation lists,

(2) Assuring that small and minority businesses are solicited whenever they are potential sources

(3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

(4) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.

(5) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required

(6) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1 through 5 above,

b. Grantees shall take similar appropriate affirmative action in support of women's business enterprises

c. Grantees are encouraged to procure goods and services from labor surplus areas,

d. Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction,

10 Selection procedures

a. All procurement procedures, transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with this Attachment. Procurement procedures shall not restrict or eliminate competition. Examples of what is to be restrictive competition include, but are not limited to (1) placing unreasonable requirements on firms in order for them to qualify to do business; (2) noncompetitive practices between firms; (3) organizational conflicts of interest and (4) unnecessary experience and bonding requirements.

b. The grantee shall have written selection procedures which shall provide, as a minimum, the following procedural requirements

(1) Solicitations of offers, whether by competitive sealed bids or competitive negotiations shall

(a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be provided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance of other salient requirements of a procurement. The specific features of the name brand which must be met by offerors shall be clearly stated

(b) Clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals

(2) Awards shall be made only to responsible contractors that possess the potential ability to perform success fully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources

11. Method Procurement. Procurement under grants shall be made by one of the following methods as described herein (a) small purchase procedures (b) competitive sealed bids (formal advertising), (c) competitive negotiation (d) noncompetitive negotiation.

a. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies or other property, costing in the aggregate not more than \$10,000. Grantees shall comply with State or local small purchase dollar limits under \$10,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources

b. In competitive sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price

(1) In order for formal advertising to be feasible, appropriate conditions must be present including as a minimum, the following

(a) A complete adequate and realistic specification or purchase description is available

(b) Two or more responsible suppliers are willing and able to compete effectively for the grantee's business

- (c) The procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.
- (2) If formal advertisement is used for a procurement under a grant the following requirements shall apply:
- (a) A sufficient time prior to the date set for opening of bids, bids shall be solicited from an adequate number of known suppliers in addition, the invitation shall be publicly advertised
- (b) The invitation for bids including specifications and pertinent attachments shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.
- (c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
- (d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the grantee indicates that such discounts are generally taken.
- (e) Any and all bids may be rejected when there are sound documented business reasons in the best interest of the program.
- c. In competitive negotiation, proposals are requested from a number of sources and the Request for Proposals publicized, negotiations are normally conducted with more than one of the sources submitting offers, and either a fix-price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising. If competitive negotiation is used for a procurement under a grant, the following requirements shall apply:
- (1) Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposal shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.
- (2) The Request for Proposal shall identify all significant evaluation factors, including price or cost where required and their relative importance.
- (3) The grantee shall provide mechanisms for technical evaluation of the proposals received, determinations if responsible offerors for the purpose of written or oral discussions, and selection for contract award
- (4) Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly
- (5) Grantees may utilize competitive negotiation procedures for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.
- d. Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate, Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising) or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:
- (1) The item is available only from a single source.
- (2) Public exigency or emergency when the urgency for the requirements will not permit a delay incident to competitive solicitation.
- (3) The Federal grantor agency authorizes noncompetitive negotiation; or
- (4) After solicitation of a number of sources, competition is determined inadequate.
- e. Additional innovative procurement methods may be used by grantees with the approval of the grantor agency a copy of such approval shall be sent to the OFPP.
12. Contract Pricing. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. Grantees shall perform some form of cost or price analysis, in connection with every procurement action including contract modifications. Costs or prices based on estimated costs for contracts under grants shall be allowed only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles
13. Grantee Procurement Records. Grantees shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to information pertinent to the following rationale for the method of procurement selection of contract type. Contractor selection or rejection, and the basis for the cost or price
- 14 Contract Provision, in addition to provisions defining a sound and complete procurement contract, any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts as required by the provision. Federal law or the grantor agency.

a. Contracts other than small purchases shall contain provisions or conditions which will allow for administrative contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

b. All contracts in excess of \$510,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contracts may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60):

d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3) This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means and person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency

e. When required by the Federal grant program legislation, all construction contracts in excess of \$2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-71 as supplemented by Department of Labor regulations (19 CFR, Part 5) Under this act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency

1. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327430) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis at standard workday 8 hours and a standard workweek of 40 hours. Work in excess of the standard weekday or work week is permissible provided that the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

g. The contract shall include notice of grantor agency requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental or, demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.

h. All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor or agency, The Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books documents papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed

i. Contracts, subcontracts, and subgrants of amounts in excess of \$10,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (4- CFR, Part 15), which prohibit the use under non-exempt Federal contracts grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-3 191)

j. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P L 94-163)

Grantor agencies are permitted to require changes, remedies changed conditions, access and record retention and suspension of working clauses approved by the Offices of Federal Procurement Policy

15. Contract Administration. Grantees shall maintain a contract administration system ensuring that contractor perform in accordance with the terms, conditions, and specifications of their contracts or purchases.

B. Attachment B-Bonding and Insurance (RE OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102. AS AMENDED SEPTEMBER 12, 1977)

1. Federal Register Reference #570,508. A state or local unit of government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees. Performance bonds and payments bonds except for contracts exceeding \$100,000. For contracts exceeding \$100,000 the minimum requirements shall be as follows

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

C. Standards for Grantee Financial Management System (Attachment G) RE OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102. AS AMENDED SEPTEMBER 12, 1977)

D. Property Management Standards (Attachment N) RE. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102. AS AMENDED SEPTEMBER 12, 1977

E. Cost Principles for State and Local Government. (RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-87, JANUARY 28, 1981)

F. Cost Principles for Nonprofit Organizations. (RE OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-122, JANUARY 28, 1981.)

XVIII. COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE GOVERNMENT. In addition to the requirements as set forth herein, any contractor or subcontractor performing any work or furnishing any materials hereunder shall comply with all applicable federal and state laws and regulations and all applicable ordinances of the City of Milwaukee with respect to equal employment opportunities minimum wage anti-kickback regulations. Federal labor standards and any other requirements imposed by the Secretary of H.L.D or his representative Contractors and subcontractors shall be required to furnish performance, bonds non-collusion affidavits, affidavits of no interest, indemnity agreements or any other protective legal instruments or other protective documents which may be required under applicable laws, ordinances, resolutions or regulations

XIX. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (REHABILITATION ACT OF 1973; as requested by the City of Milwaukee, Community Development Agency, special reference is made of Sections 503 and 504 of this act,)

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee, or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in physical or mental handicap in all employment practices such as the following employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship

B. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act

D. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

E. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals

F. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 50301 the Act so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance

XX. This is the last numbered paragraph of Part II

EXHIBIT A

Scope of Services: Foreclosure Initiative Database

This scope of work describes the tasks necessary to create a foreclosure database that will allow the City to identify properties at various stages of the foreclosure process and perform statistical analyses of trends, subject to the quality and timeliness of the available data.

A. Database Development – The following tasks will be used to bring the data from various sources together into a common location that will be the basis for compiling statistics about foreclosure within the City of Milwaukee:

- Develop a program that parses Milwaukee County's weekly Lis Pendens filings and releases files (Adobe PDF) and accumulates the data on DCD's database server.
- Work with the City Assessor to obtain the ownership history (transfers of ownership) of all properties in the City and load the data onto DCD's database server.
- Develop a nightly batch process that detects transfers of ownership in the City's Master Property File (MPROP) and appends these changes to the ownership history obtained from the Assessor.
- Develop a mechanism to geocode all properties within the City so their location can be plotted on a map.
- Provide a mechanism to suppress certain properties (identified by tax key) from being included in the foreclosure statistics.
- Provide a way for DCD staff to run queries directly against the raw data,
- Provide pre-packaged queries (such as open filings) that DCD staff can run as needed.

B. Digital Dashboard – The following tasks are necessary to integrate the statistical information into DCD's existing digital dashboard, making the statistics available to users as friendly graphical reports:

- Work with DCD staff to develop a list of desired statistics, define the calculation for each statistic, and reconcile each statistic against the data that is available to identify problem areas.
- Create a "Foreclosures" area in the DCD dashboard application to display foreclosure statistics. Statistics will be displayed both numerically and graphically:

- Foreclosed Properties:
 - Bank owned
 - City Owned
 - Total Foreclosures
 - Average Assessed Value
 - Average Days Since Sheriff's Sale
 - Foreclosures Completed
 - Average Sales Price
 - Bank Owned Properties Sold
 - Sale Price as a % of Assessed Value
 - Average Days from Sheriff's Sale to Subsequent Sale
 - % of Properties Owner Occupied
- Lis Pendens Filings:
 - Total Lis Pendens Filed
 - Average Assessed Value
 - Average Monthly Filings
 - % of Properties Owner Occupied
- Open Foreclosure Filings:
 - Number of Open Filings
 - Average Assessed Value
 - Average Days Since Filing
 - % of Properties Owner Occupied
- All statistics should be filtered by a user-selected report type, aldermanic district, census tract, and a date range.
 - Reports should be printer friendly.
 - Create a function that exports the list of currently bank-owned properties (along with specified useful property information) into an Excel spreadsheet.
 - Assist DCD staff with the validation of the data and statistics reported by the system.
- **C. Public Website** – The following tasks are to create a publicly viewable website (linked from the DCD website) to allow the public to view foreclosed properties.
 - Develop an interactive map (website) that allows the public to view bank owned properties. A pop-up bubble should display basic property information. Users should be able to query properties based on street name, property type, zip code, and aldermanic district.
 - Integrate system with Multiple Listing Service (MLS). Develop a daily data feed from MLS to provide DCD with a list of broker-listed foreclosures. Properties displayed on the map will provide a link to the brokers website for details about the listing.

CONTRACT FOR IT Services Suppliers
BETWEEN THE
STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
AND

This Contract is between the Department of Administration, acting on behalf of the State of Wisconsin ("State"), which includes all State of Wisconsin Agencies and the University of Wisconsin System and Campuses and _____ ("IT Services Supplier"). The Contract Period shall run from August 22, 2005 through March 31, 2008, with two (2) potential, one (1)-year extensions if mutually agreed upon by both Parties.

The Parties agree that this Contract embodies the entire agreement between the State and Contractor on the matters specified herein, whether expressed or implied, written or oral. No changes, amendments, or modifications of any of the terms or conditions of this Contract are valid unless reduced to writing and signed by both Parties.

The State of Wisconsin's Request for Proposals # 27764-AK, the Contractor's Response dated April 29, 2005 along with all the amendments and email responses and the Final Rate Card with Category Descriptions document are incorporated into this Contract as if they had been set forth in their entirety. In the event conflicts or disputes arise over issues not specifically addressed in this Contract, the appendices shall be used to resolve such conflicts or disputes in the following order of precedence:

- 1) This Contract
- 2) Contractor's Proposal in response to RFP #27764-AK and all email responses to target pricing.
- 3) RFP #27764-AK document and amendment

Any exceptions to the State's proposed contract language contained in RFP #27764-AK noted in the Contractor's original Proposal responses shall be considered void unless specifically addressed in this Contract.

These are the commodity codes for IT Services Contract 15-92040-501

DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES	
918-28	Computer Hardware Consulting
918-29	Computer Software Consulting
918-30	Computer Network Consulting
920-22	Data Preparation and Processing Services
920-23	Data Recovery Services
920-24	Data Conversion Services
920-31	Installation of Computers, Peripherals, and Related Equipment (Including Software)
920-37	Networking Services (Including Installation, Security, and Maintenance)
920-40	Programming Services, Computer
920-45	Software Maintenance/Support
920-47	Support Services, Computer (Includes Computer Warranties)
939-21	Maintenance of Hardware

Category Descriptions	- Indicates a general category description used by multiple titles that differ only by experience level.
INFORMATION FOR CATEGORY, TITLE AND LEVEL	
CATEGORY	DESCRIPTIONS
<p>1-APPLICATIONS</p> <p>Programmer-Analyst</p>	<p>Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Evaluates user request for new or modified program, such as for financial or human resource management systems, clinical research trial results, statistical study of traffic patterns, or analyzing and developing specifications for bridge design, to determine feasibility, cost and time required, compatibility with current system, and computer capabilities. Consults with user to identify current operating procedures and clarify program objectives. Formulates plan outlining steps required to develop program, using methodologies such as structured analysis and design or object-oriented development. Captures requirements using industry standard development frameworks and tools. Designs reports, forms and letters along with computer terminal screen displays to accomplish goals of user request. Reviews screens, reports, forms and letters designs with users. Converts project specifications, using industry standard tools, such as object-oriented tools and code generation, into sequence of detailed instructions and logical steps for coding into language processable by computer, applying knowledge of computer programming techniques and computer languages.</p> <p>Enters program codes into computer system. Enters commands into computer to run and test program. Reads computer printouts or observes display screen to detect syntax or logic errors during program test, or uses diagnostic software to detect errors. Replaces, deletes, or modifies codes to correct errors. Analyzes, reviews and alters program to increase operating efficiency or adapt to new requirements. Writes documentation to describe program development, logic, coding, and corrections. Writes manual for users to describe installation and operating procedures. Assists users to solve operating problems. Recreates steps taken by user to locate source of problem and rewrites program to correct errors. May use computer-aided software tools in each stage of system development. May train users to use program. May oversee installation of hardware and software. May provide technical assistance to program users. May install and test program at user site. May monitor performance of program after implementation. May specialize in developing programs for business or technical applications.</p>
Programmer-Analyst 1	Programmer-Analyst capabilities with approximately 1-3 years of experience, relies on instructions and pre-established guidelines to perform the functions of the job, primary job functions do not typically require exercising independent judgment.
Programmer-Analyst 2	Programmer-Analyst capabilities with 4-7 years of experience, relies on experience and judgment to plan and accomplish goals, performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Programmer-Analyst 3	Programmer-Analyst capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.
Programmer	Converts data from project specifications and statements of problems and procedures to create or modify computer programs; Prepares, or receives from systems analyst detailed specifications to describe sequence of steps that program must follow and input, output, and logical operations involved. Analyzes specifications, applying knowledge of computer capabilities, subject matter, and symbolic logic. Confers with supervisor and representatives of departments concerned with program to resolve questions of program intent, data input, output requirements, and inclusion of internal checks and controls. Converts detailed specifications to language processable by computer. Enters program codes into computer system. Inputs test data into computer. Observes computer monitor screen to interpret program operating codes. Corrects program errors, using methods such as modifying program or altering sequence of program steps. Writes instructions to guide operating personnel during production runs. Analyzes, reviews, and rewrites programs to increase operating efficiency or to adapt program to new requirements. Compiles and writes documentation of program development and subsequent revisions. May train workers to use program. May assist computer operator to resolve problems in running computer program. May work with systems analyst to obtain and analyze project specifications. May direct and coordinate work of others to write, test, and modify computer programs.
Programmer 1	Programmer capabilities with approximately 1-3 years of experience, relies on instructions and pre-established guidelines to perform the functions of the job, works under immediate supervision, primary job functions do not typically require exercising independent judgment.
Programmer 2	Programmer capabilities with 4-7 years of experience, relies on experience and judgment to plan and accomplish goals, performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Programmer 3	Programmer capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

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INFORMATION FOR CATEGORY, TITLE AND LEVEL	
CATEGORY	DESCRIPTIONS
Software Engineer	Designs, modifies, develops, writes and implements software programming applications, including software infrastructure and development tools. Supports and/or installs software applications, infrastructure and development tools. Participates in the testing process through test review and analysis, test witnessing and certification of software.
Software Engineer 1	Software Engineer capabilities with approximately 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Software Engineer 2	Software Engineer capabilities with 4-7 years of experience, relies on experience and judgment to plan and accomplish goals, performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Software Engineer 3	Software Engineer capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Systems Analyst	Understands business objectives and problems, identifies alternative solutions, performs feasibility studies and cost/benefit analysis of alternatives. Analyzes user requirements, procedures, and problems to automate processing or to improve existing computer system; Confers with personnel of organizational units involved to analyze current operational description of user needs, program functions, and steps required to develop or modify computer program. Reviews computer system capabilities, specifications, and scheduling limitations to determine if requested program or program change is possible within existing system. Studies existing information processing systems to evaluate efficiencies and develops new systems to improve production or specifications as required. Prepares specifications in detail operations to be performed by equipment and computer programs and operations to be performed by personnel in system. Conducts studies pertaining to development of new information systems to meet current and projected needs. Plans and prepares technical reports, memoranda, and instructional manuals as documentation of program development. Upgrades system and corrects errors to maintain system after implementation. May assist computer programmer in resolution of work problems related to project specifications, or programming. Develops backup and recovery procedures. Evaluates outcomes. May prepare time and cost estimates for completing projects. May direct and coordinate work of others to develop, test, install, and modify programs.
Systems Analyst 1	Systems Analyst capabilities with approximately 1-3 years of experience, relies on instructions and pre-established guidelines to perform the functions of the job, primary job functions do not typically require exercising independent judgment.
Systems Analyst 2	Systems Analyst capabilities with 4-7 years of experience, relies on experience and judgment to plan and accomplish goals, performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Systems Analyst 3	Systems Analyst capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

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INFORMATION FOR CATEGORY, TITLE AND LEVEL	
CATEGORY	DESCRIPTIONS
2. SYSTEMS	
Systems Engineer	Systems Engineer will play a key role in the design, planning, execution and installation of the current infrastructure to support new applications and technologies. Support software and hardware upgrades to network servers, operating systems, and applications. Responsible for backup integrity and recovery coordination and planning. Must have extensive experience with standard industry practices including a variety of server types, clustering, and load balancing techniques. Possess considerable logic and understanding to analyze and troubleshoot problems. Must be able to prioritize trouble calls and respond to emergencies and all levels of troubleshooting.
Systems Engineer	Systems Engineer capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Systems Architect	Systems Architect leads the design and development of next generation internal business systems. Possesses experience in software design and development with a focus on the integration of internal business systems across multiple functional areas, notably financial/accounting, financial transaction processing, etc. In addition, with packaged systems evaluation, selection and implementation in the areas of Finance, Accounting and/or ERP systems. Possesses experience in design and integration of business applications and enterprise IT infrastructure. Designs IT infrastructure components and architecture. Experience with design and development of custom modules/solutions and the integration of these components with packaged solutions. Proven methodology experience for complex systems integration projects and demonstrated ability to achieve deliverables on time and on budget.
Systems Architect	Systems Architect capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Systems Administrator	Installs new software releases, system upgrades, evaluates and installs patches and resolves software related problems. Performs system backups and recovery. Maintains data files and monitors system configuration to ensure data integrity. Has knowledge of commonly-used concepts, practices, and procedures within a particular field.
Systems Administrator 1	Systems Administrator capabilities with 1-4 or more years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. A certain degree of creativity and latitude is required.
Systems Administrator 2	Systems Administrator capabilities with 5 years of experience, relies on experience and judgment to plan and accomplish goals, performs a variety of complicated tasks, a degree of creativity and latitude is expected.

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INFORMATION FOR CATEGORY, TITLE AND LEVEL	
CATEGORY	DESCRIPTIONS
3. DATA MANAGEMENT	
Database Administrator	Coordinates physical changes to computer databases; codes, tests, and implements physical database, applying knowledge of data base management system. Designs logical and physical databases reviews description of changes to database design to understand how changes to be made affect physical data base (how data is stored in terms of physical characteristics, such as location, amount of space, and access method). Establishes physical database descriptions and specifies identifiers of database to database management system or directs others in coding database descriptions. Calculates optimum values for database parameters, such as amount of computer memory to be used by database, following manuals and using calculator. Specifies user access level for each segment of one or more data items, such as insert, replace, retrieve, or delete data. Specifies which users can access data bases and what data can be accessed by user. Tests and corrects errors, and refines changes to database. Enters codes to create production data base. Selects and enters codes of utility program to monitor database performance, such as distribution of records and amount of available memory. Directs programmers and analysts to make changes to data base management system. Reviews and corrects programs. Answers user questions. Confers with coworkers to determine impact of data base changes on other systems and staff cost for making changes to data base. Modifies data base programs to increase processing performance, referred to as performance tuning. Workers typically specialize in one or more types of data base management systems. May train users.
Database Administrator 1	Database Administrator capabilities with approximately 1-3 years of experience, relies on instructions and pre-established guidelines to perform the functions of the job, primary job functions do not typically require exercising independent judgment.
Database Administrator 2	Database Administrator capabilities with 4-7 years of experience, relies on experience and judgment to plan and accomplish goals, performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Database Administrator 3	Database Administrator capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Database Architect	Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database by removing and deleting old data. Must be able to design, develop and manipulate database management systems, data warehouses and multidimensional databases. Requires a depth and breadth of database knowledge that will help with formal design of relational databases and provides insight into strategic data manipulation.
Database Architect 1	Database Architect capabilities with 1-4 years of experience, designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database by removing and deleting old data. Must have a working knowledge designing, developing and manipulating database management systems, data warehouses and multidimensional databases. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. A certain degree of creativity and latitude is required.
Database Architect 2	Database Architect capabilities with 4-6 years of experience, designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database by removing and deleting old data. Must be able to design, develop and manipulate database management systems, data warehouses and multidimensional databases. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected.
Database Architect 3	Database Architect capabilities with 6+ years of experience, independently designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database by removing and deleting old data. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. A wide degree of creativity and latitude is expected.

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INFORMATION FOR CATEGORY, TITLE AND LEVEL	
CATEGORY	DESCRIPTIONS
4+ TECHNICAL SPECIALIST	
Technical Writer	Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. May be responsible for coordinating the display of graphics and the production of the document.
Technical Writer 1	Technical Writer capabilities with approximately 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Technical Writer 2	Technical Writer capabilities with 4+ years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. A certain degree of creativity and latitude is required.
Testing Technician	Evaluates, recommends, and implements automated test tools and strategies. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports.
Testing Technician 1	Testing Technician capabilities with approximately 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job.
Testing Technician 2	Testing Technician capabilities with 4+ years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. A certain degree of creativity and latitude is required.
Technician	Maintains, analyzes, troubleshoots, and repairs computer systems, hardware, and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security, and systems groups.
Technician 1	Technician capabilities with approximately 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Technician 2	Technician capabilities with 4+ years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. A certain degree of creativity and latitude is required.

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INFORMATION FOR CATEGORY, TITLE AND LEVEL	
CATEGORY	DESCRIPTIONS
5 CUSTOMER TECHNICAL SUPPORT	
Desktop Support	Provides expert level technical assistance in support and preparation of desktop supported applications and hardware. Requires extensive knowledge of and experience with desktop technology including, but not limited to, desktop operating systems, desktop applications, desktop hardware, laptop systems, desktop printer support, PDAs, Black Berries, other supported wireless devices and peripherals. This Title receives escalated level support issues from helpdesk and Enterprise Support Center.
Desktop Support 1	Has approximately 1-3 years of experience in desktop support. Has knowledge of commonly used concepts, practices, and procedures. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Desktop Support 2	Has 4-7 years of experience in Desktop Support. Familiar with standard concepts, practices, and procedures. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required.
Desktop Support 3	Has 8 or more years of experience in Desktop Support. Familiar with a variety of the concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Independently performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected.
Help Desk	Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Has knowledge of commonly used concepts, practices, and procedures within a particular field.
Help Desk 1	Help Desk capabilities with approximately 1-2 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Help Desk 2	Help Desk capabilities with 3-5 years of experience in the field or in a related area. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. A wide degree of creativity and latitude is expected.
Help Desk 3	Manages a team of support personnel who troubleshoot IT issues. Independently implements policies and procedures regarding how problems are identified, received, documented, distributed, and corrected. Ensures maximum issue resolutions in minimum time. Evaluates new information systems products or services and suggests changes to existing products or services to better aid the end user. Requires at least 6 years of experience in the field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Independently performs a variety of tasks. A wide degree of creativity and latitude is expected.

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INFORMATION FOR CATEGORY, TITLE AND LEVEL	
CATEGORY	DESCRIPTIONS
C PROJECT MANAGEMENT	
Project Manager	<p>Designs, plans, and coordinates work teams. Follows standard project management industry practices such as the PMI's framework. Understands business and technical objectives of a project and works closely with project sponsor. Creates project charter and work plan and tracks budget and schedule progress via appropriate metrics. Establishes project organization and methodologies and defines roles and responsibilities. Documents risks and develops mitigation plans. Manages scope.</p> <p>Creates and implements a communication plan. Builds an effective team, assigns tasks to team members, and evaluates outcomes. Negotiates resources. Communicates to stakeholders and project sponsor. Identifies, tracks, and ensures resolution of issues and removal of barriers. Provides technical support to project team members. Handles complex application features and technical designs. Designs and implements the components required for complex application features. Generally manages a group of applications systems analysts. Relies on experience and judgment to plan and accomplish goals. Professional certification is highly desirable.</p>
Project Manager 1	Project Manager capabilities with 5-10 years of experience. Capable of managing a project or subset of a project with up to ten (10) staff.
Project Manager 2	Project Manager capabilities with 11 or more years of experience. Capable of managing a project with up to ten (10) or more staff and/or a project with multiple subprojects.
Business Analyst/Consultant	Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Experienced with business process reengineering and identifying new applications of technology to business problems to make business more effective. Familiar with industry standards, current and emerging technologies, and business process mapping, and reengineering. Prepares solution options, risk identification, and financial analyses such as cost/benefit, ROI, buy/build, etc. Develops RFPs.
Business Analyst/Consultant 1	Business Analyst/Consultant capabilities with approximately 1-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Business Analyst/Consultant 2	Business Analyst/Consultant capabilities with 4-7 years of experience in the field or in a related area. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. A certain degree of creativity and latitude is required.
Business Analyst/Consultant 3	Business Analyst/Consultant capabilities with 8 or more years of experience in the field or in a related area. Relies on experience and judgment to plan and accomplish goals. Independently, performs a variety of complicated tasks. A wide degree of creativity and latitude is expected.
Quality Assurance Analyst	Develops technical procedures, methodologies, metrics, checklists, and standards. Identifies and applies best practices. Evaluates software development procedures used to verify that programs function according to user requirements and conform to establishment guidelines. Writes, revises, and verifies quality standards for program design and product evaluation to attain quality of software economically and efficiently. Evaluates program output and reports for accuracy and policies and procedures for quality. Evaluates networks to determine efficiencies and the quality of security systems, etc. Reviews new or modified program, including documentation and specifications, to determine if program will perform according to user request and conform to guidelines. Recommends program improvements or corrections to programmers. Identifies differences between establishment standards and user applications and suggests modifications to conform to standards.
Quality Assurance Analyst 1	Quality Assurance Analyst capabilities with approximately 1-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job.
Quality Assurance Analyst 2	Quality Assurance Analyst capabilities with 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. A certain degree of creativity and latitude is required.
Quality Assurance Analyst 3	Quality Assurance Analyst capabilities with 8 or more years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Independently, performs a variety of tasks. A wide degree of creativity and latitude is expected.

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CATEGORY	DESCRIPTIONS
NETWORKING	
Network Engineer	Primarily responsible for installing networking technologies and supporting networks. Assesses existing network configurations and makes recommendations based on product specifications. Configures equipment and software to meet business needs, trains others on the solution, and documents the solution for ongoing support. Functions as part of a team on larger projects, or individually provides the services on support visits or smaller projects. Provides technical support and assists with the design of network solutions. Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.).
Network Engineer	Network Engineer capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.
Network Analyst	Reviews, plans, and evaluates network systems. May troubleshoot network systems and recommend improvements to network. Provides documentation/project tracking and management reporting. Provides tactical and strategic input on overall network planning and related projects. Designs and supports server system(s) and supporting software.
Network Analyst 1	Network Analyst capabilities with approximately 1-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Network Analyst 2	Network Analyst capabilities with 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. A certain degree of creativity and latitude is required.
Network Analyst 3	Network Analyst capabilities with 8 or more years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Independently, performs a variety of tasks. A wide degree of creativity and latitude is expected.

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CATEGORY	DESCRIPTIONS
Network Technician	Installs, configures and maintains organization's network. Builds networks and maintains external and internal web presence, administers the networks. Performs system backups on its internal and external web network servers.
Network Technician 1	Network Administrator with approximately 1-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Network Technician 2	Network Administrator capabilities with 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required.
Network Technician 3	Network Administrator capabilities with 8 or more years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected.
Security Analyst	Specializes in information and network security. Analyzes security risks and plans controls. Develops policies and procedures to implement security practices. Coordinates implementation of security controls. Designs and implements controls. Monitors compliance with security policies and procedures.
Security Analyst 1	Security Analyst with approximately 1-3 years of experience in the field or in a related area. Has knowledge of commonly-used security concepts, practices and procedures. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
Security Analyst 2	Security Analyst capabilities with 4-7 years of experience. Familiar with standard security concepts, practices, and procedures. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required.
Security Analyst 3	Security Analyst capabilities with 8 or more years of experience. Familiar with a variety of the security concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected.

Category	Title	Level	Final Rate \$/Hour
1. Applications	Programmer-Analyst	Programmer-Analyst 1	\$42.00
		Programmer-Analyst 2	\$54.00
		Programmer-Analyst 3	\$68.00
	Programmer	Programmer 1	\$40.00
		Programmer 2	\$50.00
		Programmer 3	\$62.00
	Software Engineer	Software Engineer 1	\$45.00
		Software Engineer 2	\$58.00
		Software Engineer 3	\$70.00
	System Analyst	System Analyst 1	\$45.00
		System Analyst 2	\$60.00
		System Analyst 3	\$70.00
2. Systems	Systems Engineer	Systems Engineer	\$64.00
	Systems Architect	Systems Architect	\$74.00
	Systems Administrator	Systems Administrator 1	\$50.00
		Systems Administrator 2	\$70.00
3. Data Management	Database Administrator	Database Administrator 1	\$52.00
		Database Administrator 2	\$65.00
		Database Administrator 3	\$75.00
	Database Architect	Database Architect 1	\$54.00
		Database Architect 2	\$70.00
		Database Architect 3	\$85.00
4. Technical Specialist	Technical Writer	Technical Writer 1	\$40.00
		Technical Writer 2	\$50.00
	Testing Technician	Testing Technician 1	\$40.00
		Testing Technician 2	\$56.00
	Technician	Technician 1	\$35.00
		Technician 2	\$45.00
5. Customer Technical Support	Desktop Support	Desktop Support 1	\$28.00
		Desktop Support 2	\$35.00
		Desktop Support 3	\$47.00
	Help Desk	Help Desk 1	\$28.00
		Help Desk 2	\$35.00
		Help Desk 3	\$45.00
6. Project Management	Project Manager	Project Manager 1	\$70.00
		Project Manager 2	\$85.00
	Business Analyst / Consultant	Business Analyst/Consultant 1	\$46.00
		Business Analyst/Consultant 2	\$57.00
		Business Analyst/Consultant 3	\$68.00
	Quality Assurance Analyst	Quality Assurance Analyst 1	\$40.00
		Quality Assurance Analyst 2	\$50.00
Quality Assurance Analyst 3		\$60.00	
7. Networking	Network Engineer	Network Engineer	\$75.00
	Network Analyst	Network Analyst 1	\$43.00
		Network Analyst 2	\$52.00
		Network Analyst 3	\$61.00
	Network Technician	Network Technician 1	\$35.00
		Network Technician 2	\$50.00
		Network Technician 3	\$58.00
	Security Analyst	Security Analyst 1	\$50.00
		Security Analyst 2	\$60.00
		Security Analyst 3	\$80.00

