(REVISED 10/24/2022)

CONTRACT

City of Milwaukee
Department of Administration
Purchasing Division

The provisions of this contract have been reviewed and approved by the Office of the City Attorney, if applicable.

FOR DOA-PURCHASING DIVISION USE ONLY

CONTRACT NO.:	TBD
DEPARTMENT:	MILWAUKEE POLICE DEPARTMENT
DATE OF AWARD:	
PURCHASING AGENT:	MICHAEL SILER
REQUISITION NO.:	TBD
PURCHASE ORDER NO.:	
FUND NO.:	0001

CONTRACT ☐**WILL** / ☒**WILL NOT** BE PAID FOR WITH FEDERAL FUNDS.

SERVICE DESCRIPTION (General):

TERM:

TOTAL AMOUNT OF CONTRACT: **Maximum Amount of Compensation Not to Exceed (00/100 Dollars)**

THIS AGREEMENT, entered into by and between **FLOCK GROUP, INC. DBA FLOCK SAFETY** (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"),

Performance and schedules, if applicable, will be approved by , of the City of Milwaukee.

The following constitute the Contract documents. Precedence shall be determined by descending order. The order shall not be changed, regardless of any numbers or letters that may be inserted into the boxes. If there is any conflict or ambiguity between these Terms and Conditions and any other term or condition of the Contract, these Terms and Conditions control, irrespective of any other term purporting to take precedence over these Terms and Conditions.

This document:

A. "City of Milwaukee Department of Administration – Purchasing Division Terms and Conditions dated October 24, 2022." These Terms and Conditions include Contractor's obligation to indemnify the City.

Exhibits (check and attach all that apply and add Exhibit Number):

B. ☐ Master Services Agreement / **Exhibit A**
C. ☐ Order Form / **Exhibit B**
D. ☐ Reinstall Fee Schedule / **Exhibit C**
E. ☐ Insurance Requirements / **Exhibit D**

[The remainder of this page intentionally left blank.]

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: _____
City Purchasing Director

Date: _____

Countersigned by: _____
Comptroller

Date: _____

CONTRACTOR: [Note that CONTRACTOR must also sign the CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS located at the end of the terms and conditions.]

Firm: FLOCK GROUP, INC. DBA FLOCK SAFETY

Address: 1170 HOWELL MILL RD. SUITE 210

City, State, Zip: ATLANTA, GA 30318

Phone: 470-703-6707

Fax:

Email: Derek.johns@flocksafety.com

Federal ID: 82-0594875

Printed Name: Derek Johns

Signature: _____

Title: _____

Date: _____

Witness Printed Name: _____

Witness Signature: _____

Email: _____

Title: _____

Alteration of the Terms and Conditions approved by the Office of the City Attorney pursuant to Section 2:

_____
Signature Printed Name Date

PLEASE NOTE: CORPORATIONS MUST COMPLETE THE FOLLOWING:

(Someone other than the individual who executed this Contract must certify the following):

I, (Print name) _____, certify that I am the (Print title) _____ of the Contractor named herein; that (Print signatory of Contract) _____, who executed this Contract on behalf of the Contractor was then (Official capacity of signatory) _____ of said corporation, and in said capacity, duly signed said Contract for and on behalf of said corporation, being authorized so to do under its bylaws or is authorized so to do by action of its constituted board, all of which is within the scope of its corporate powers.

Dated at _____ this _____ day of _____ , 20 _____ .
LOCATION

_____
SIGNATURE

City of Milwaukee
Department of Administration –Purchasing Division
Terms and Conditions

ADA Notice: Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact the appropriate Purchasing Agent, Department of Administration – Purchasing Division, 200 East Wells Street, Room 601, Milwaukee, WI 53202-3560, Phone: (414) 286-3501, Fax: (414) 286-5507.

I. TERMS APPLYING TO ALL CITY CONTRACTS AND PURCHASE ORDERS:

1. Definitions Applicable to these Terms and Conditions.

1.1. City is the City of Milwaukee.

1.2. Commodity Contract is a contract for the purchase or sale of a commodity for future delivery.

1.3 Contract is this contract or service order to which these Terms and Conditions are attached and into which these Terms and Conditions are incorporated. The documents constituting the Contract are identified on the Contract Cover Sheet. "Contract" may alternatively be referred to as the "Agreement.".

1.4. Contractor is the party providing goods or services to City pursuant to this Contract. Contractor may be variously referred to as the "successful proposer," "successful bidder," or some variation thereof elsewhere in the Contract.

1.5 Documents are all reports, studies, analysis, memoranda, information, records, and related data and materials created as a result of this Contract.

1.6. Invoice. An itemized statement from Contractor specifying the services and/or goods provided to City, and supported by all documentation as the City Purchasing Director may reasonably require.

1.7 Terms and Conditions are only those terms and conditions set forth in this document entitled "City of Milwaukee Department of Administration – Purchasing Division Terms and Conditions dated October 24, 2022." For the avoidance of doubt, Terms and Conditions do not include any documents, attachments, exhibits, or documents other than those terms and conditions set forth in the document entitled "City of Milwaukee Department of Administration – Purchasing Division Terms and Conditions dated October 24, 2022".

2. These Terms and Conditions apply to all City procurements. These Terms and Conditions, in their unaltered form, apply to any contract or service order resulting from this procurement unless: (1) individual amended terms are agreed to by both parties in writing, (2) the amended terms are printed on the cover sheet to the Contract, and (3) such amended terms are approved by City Attorney via signature. Pursuant to the Milwaukee Code of Ordinances, all City contracts must be reviewed and approved by City Attorney. City Attorney has preapproved these Terms and Conditions dated 10/24/2022, which are available on City Purchasing Division's website. Any modification of these Terms and Conditions dated 10/24/2022 without written approval by the Office of the City Attorney shall render the Contract voidable at the sole discretion of City. If these Terms and Conditions are attached to or incorporated by reference into another contract document such as a purchase order or other similar procurement document and pages one (1) and two (2) of this document are not completed but are, instead, replaced with the purchase order or similar document, these Terms and Conditions apply to the contract created by the purchase order or similar document.

3. Additional Terms Disclaimer.

3.1. Click to Accept. No "click to accept," "browse to accept," or similar agreement that may be required for City or its officers, agents, contractors or employees (the "Users") to access any software associated with this Contract shall be valid. Only the provisions of this Contract shall apply to the Users for access to and use of any software associated with

this Contract. None of Contractor's "terms of use" or "privacy policies" or other Contractor terms referenced in but not included with this Contract, including but not limited to web-based terms and conditions, shall apply.

3.2. Contractor's Terms and Conditions. Contractor's individual terms and conditions that conflict with or overlap with these Terms and Conditions in any way shall be void irrespective of whether those terms are attached to the Contract, purport to be incorporated into the Contract, or contain terms purporting to prioritize such terms over these Terms and Conditions. Any insertion of Contractor's individual terms and conditions constitutes modification of this Contract and requires City Attorney approval as set forth in the section entitled "These Terms and Conditions apply to all City procurements".

4. Payment Terms

4.1. Prompt Payment. Contractor shall submit an Invoice to City on a monthly basis for any fees accrued during the preceding month within thirty (30) days of the end of said month. Pursuant to Common Council File No. 101137, if City does not make payment within forty-five (45) days after receipt of the Invoice, City shall pay simple interest beginning with the thirty-first (31st) calendar day after submission of the Invoice at the rate of one percent (1%) per month. No attorney's fees, expenses, or other collection costs may be billed to City unless otherwise agreed to in writing. The City Purchasing Director may dispute any incorrect charges, charges disallowed by this Contract, or charges for work, services, or deliveries that were incomplete, incorrectly done, defective, damaged, or the like. No interest shall be applied to any outstanding amounts when Contractor has been sent notice that the amount owed to Contractor is subject to a good faith dispute within forty-five (45) days of the receipt of the Invoice, provided the notice was sent by first-class mail, personally delivered, or otherwise sent in accordance with any notice provisions in this Contract. In the event that the forty-fifth (45th) day after receipt of the Invoice is a Saturday, Sunday, or national holiday, payment may be made on the following business day without interest being owed to Contractor. City's failure to pay in a timely fashion does not relieve Contractor of its obligation to perform the services for which it has been retained. Consistent with Wis. Stat. § 66.0135(3), Contractor shall pay any of its subcontractors for satisfactory work within seven (7) days of Contractor's receipt of payment from City or seven (7) days from receipt of an Invoice from the subcontractor, whichever is later. If Contractor fails to make timely payment to a subcontractor, Contractor shall pay interest to the subcontractor at the rate of twelve percent (12%) per year, compounded monthly, beginning with the eighth (8th) calendar day after Contractor's receipt of payment from City or receipt of an Invoice from the subcontractor, whichever is later.

5. Personnel.

5.1. Subcontractors. Contractor may not employ subcontractors to fulfill the scope of services or otherwise perform under this Contract without written pre-approval from City. If Contractor receives written pre-approval from City to hire subcontractors, Contractor shall hire such subcontractors via written subcontract, and Contractor shall insert language into each such subcontract specifying that the subcontractor shall be subject to each provision of this Contract, including, but not limited to, all insurance requirements. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors and of persons indirectly employed by it as it is for the acts and omissions of its own officers, employees and agents.

5.2. Independent Contractors. Contractor is an independent contractor, and neither Contractor, nor Contractor's officers, employees or agents are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Contract shall be the sole responsibility of Contractor. City and Contractor form no joint venture or partnership under this Contract, and the Parties do not have any authority to bind each other in any respect whatsoever.

5.3. Contractor to Supply all Personnel. Contractor will secure at its own expense all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

5.4. Withholding of Salaries. Notwithstanding anything in this Contract, if in the performance of this Contract there is any underpayment of salaries by Contractor or its subcontractor to any employee, City shall be allowed, in its sole discretion,

to withhold payment under this Contract to Contractor in an amount equal to the difference between the salaries required to be paid and the salaries actually paid to such employee. The amounts withheld shall be disbursed by City on behalf of Contractor or subcontractor, if any, to the employee(s) to whom they are due. Contractor shall credit City for any payments made to Contractor's employee(s) pursuant to this subsection as though the payments were made to Contractor pursuant to this Contract. City shall not be required to pay interest or late fees pursuant to the section entitled "Prompt Payment" on account of an untimely payment resulting from City's decision to make payments to any of Contractor's employees hereunder.

6. Living Wage Requirement.

6.1. Living Wage. Contractor agrees to pay all persons employed by Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than a living wage as defined by Section 310-13 of the Milwaukee Code of Ordinances.

6.2. Living Wage Reporting. Contractor agrees to make a sworn report or affidavit, within ten (10) days following Contractor's completion of this Contract or every three (3) months, whichever occurs first, and to submit a like sworn report or affidavit from every subcontractor employed by Contractor to City regarding every person employed as a result of this Contract. The affidavit or report shall include the person's name, address, type of work performed, total hours worked on this Contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and retirement funds. The sworn reports or affidavits shall be accompanied by a statement that each person employed as a result of this Contract has been paid in full an amount of not less than the living wage as defined by the Milwaukee Code of Ordinances Section 310-13 and that there has not been, nor is to be, any rebate or refund of any part of said wages.

6.3. False Oath. If any documents submitted to City contain any false, misleading or fraudulent information, or if Contractor fails to comply with the provisions of this section, City may withhold payments as provided for under the section entitled "Withholding of Salaries" and/or immediately terminate, cancel or suspend this Contract in whole or in part in its sole discretion. Contractor further acknowledges that violations of this clause could result in the denial of Contractor's right to participate in future City contracts.

6.4. Posting the Living Wage. Notice of the requirement to pay a living wage under the section entitled "Living Wage" shall be posted by Contractor in any location where persons employed in the performance of this Contract work in a prominent place where it can be easily seen and read and shall be supplied to any person employed in the performance of this Contract at that person's request within a reasonable period of time thereafter.

6.5 Service Contract Compliance. This section shall only apply to service contracts as defined by Section 310-13-2c of the Milwaukee Code of Ordinances.

7. Term and Termination.

7.1. Term and Time of Performance. The services shall commence upon the later of (a) the execution of the Contract by all parties or (b) as set forth in any schedule or scope of services included in the Contract. Unless otherwise specifically provided for in the Contract, Contractor shall perform the services in such sequence as to assure their expeditious completion in the light of the purposes of the Contract and at such times and during such hours as City may request and in a manner commensurate with the highest industry standards. All of the services shall be completed within the term as indicated on the Contract Cover Sheet ("Term"). Completion of the services within the Term is essential to the Contract. In addition to all other remedies inuring to City should the services not be completed during the Term, Contractor shall continue to be obligated thereafter to fulfill its responsibility to complete the services and shall use its best efforts to complete the services expeditiously.

7.2. Termination Due to Insolvency. City may, in its sole discretion, terminate the Contract immediately upon: (i) termination or suspension of Contractor's business; (ii) insolvency or filing of a voluntary or involuntary petition in bankruptcy; (iii) appointment of a receiver, assignee or other liquidating officer for all or substantially all of Contractor's assets; or, (iv) any assignment of any portion of Contractor's assets for benefit of creditors.

7.3. Termination for Insufficient Funds. The Contract shall terminate at such time that City fails to appropriate sufficient sums to pay the amount due in the budget year for which the Contract applies. City will notify Contractor within thirty (30) days after it becomes aware that funding will not be appropriated. City's decisions regarding sufficiency of appropriations and authorizations shall be accepted by Contractor as final. In such an event, Contractor shall immediately reduce and/or discontinue its activities hereunder as requested by City.

7.4. Termination for Cause. If Contractor fails to fulfill in a timely and proper manner any of its obligations or violates any of the provisions of this Contract, City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate by giving Contractor written notice at least five (5) business days before the effective date of the termination and identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the foregoing, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

7.5. Intentionally Omitted.

7.6. Payment Upon Early Termination. If Contractor is terminated early by City as provided in this section, Contractor will be paid for services actually and satisfactorily rendered, or goods actually and satisfactorily delivered; provided, however, that if Contractor is terminated for cause, City may withhold payment sufficient to cover the costs of obtaining, and any difference in pricing from, a new contractor. Contractor shall not charge City any early termination fee. If there has been a prepayment by City, Contractor will refund to City, within thirty (30) days of the effective date of termination, a pro-rata portion of any prepaid fees and costs that have not been incurred as of the effective date of termination.

8. Records, Privacy, and Reports.

8.1. Public Records Law. Contractor understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third (3rd) party, the records of Contractor that are "produced or collected" by Contractor under this Contract ("Records"). Contractor is further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and Contractor acknowledges that it has read and understands that definition. Irrespective of any other term of this Contract, Contractor is obligated to: (1) retain Records for seven (7) years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third (3rd) party in response to a public records request. Contractor's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Contract, and Contractor must defend and hold City harmless from liability due such breach.

8.2. Patient Privacy and Data Handling. This subsection applies if Contractor receives from City, or collects under this Contract, any of the following: "protected health information" as defined by 45 C.F.R. § 160.103 and Wis. Stat. §146.816; "registration records" or "treatment records" as defined in Wis. Stats. § 51.30; or "patient health care records" as defined in Wis. Stats. § 146.81 (collectively, "Patient Records"). Contractor represents that (1) Contractor is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), **or** (2) Contractor is not a "covered entity," but has entered into a Business Associate Agreement with City, which is attached hereto. Contractor and any subcontractors will comply with all applicable state and federal medical privacy laws, including, but not limited to, HIPAA and Wis. Stats. §§ 51.30, 146.816 and 146.82, when applicable. Contractor further covenants and agrees that it will enter into a Business Associate Agreement as required by HIPAA with any subcontractor with access to Patient Records under this Contract, and will provide a copy of such subcontract to City prior to any subcontractor providing any services related to this Contract.

8.3. Ownership. All Documents are City's exclusive property. City has the right to use the Documents for any purpose without additional compensation to Contractor unless otherwise provided for in the Contract.

8.4. Confidentiality. All of the Documents are confidential and Contractor agrees that it will not, without prior written approval from City, make the Documents available to any individual, agency, public body or organization except as required by the Contract or by any applicable law or legal process. Upon City's request, Contractor shall deliver all Documents to

City and then destroy all copies of the Documents, whether in written, electronic or other form or media, in a commercially reasonable manner and shall certify in writing to City that all Documents have been returned to City and destroyed in a commercially reasonable manner at no cost to City. Contractor shall comply with all City's directions regarding the return and/or destruction of the Documents within fourteen (14) days. Contractor shall notify City if it has knowledge of an unauthorized acquisition or use of the Documents as soon as possible, but no later than within one (1) business day of such knowledge.

8.5. Reports and Information. Upon the City Purchasing Director's reasonable request Contractor shall provide statements, records, reports, data, and information pertaining to matters covered by the Contract.

8.6. Documentation of Costs. Contractor shall ensure that all fees and costs it incurs pursuant to this Contract are supported by properly executed payrolls, time records, invoices, contracts, 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.

9. INDEMNIFICATION AND DEFENSE OF SUITS. Intentionally left blank.

10. Nondiscrimination. It is City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances (MCO) Section 109-9. Contractors and their subcontractors employing any resident of the City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of the City of Milwaukee.

11. Standard of Care. If this Contract obligates Contractor to provide City with services (i.e., is not limited to a contract for goods), Contractor shall, as an independent contractor and not as an employee of City, perform the services set forth in the Contract (the "Services"). Contractor agrees that the Services shall be performed in accordance with generally accepted professional practices and in a manner consistent with the highest level of care and skill exercised under similar conditions by members of Contractor's profession practicing in Wisconsin. Performance of the Services shall conform to all applicable federal, state and local laws and regulations.

12. Entire Agreement, Amendments, Severability.

12.1. Entire Agreement. The Contract, including the attached Exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties and covenants between the parties concerning the subject matter hereof. Any amendments, changes or modifications to this Contract shall be in writing and executed by the parties.

12.2. Severability. If any term of this Contract is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, any invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by City. If such invalid or unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by City cannot be created, the party materially and adversely impacted shall be allowed to terminate the Contract pursuant to the section entitled "Termination for Cause."

12.3. Effect of Regulations. Should any local, state or national regulatory authority having jurisdiction over City impose a valid and enforceable order upon City which has the effect of changing or superseding any term or condition of the Contract, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually

necessary under the law. In such event, the Contract shall remain in effect and be modified or terminated in the manner provided for by the section entitled "Severability."

13. Remedies and No Waiver. Nothing in this Contract shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which City is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind City.

14. Insurance Requirements. Throughout the Term of this Contract, Contractor is solely responsible for meeting its insurance needs, but shall, at a minimum, carry insurance that meets the insurance requirements set forth in this section. Any failure to comply with these minimum requirements during the Term is a material breach of this Contract permitting City to, in its sole discretion, immediately terminate this Contract without prior notice. A combination of primary and excess insurance can be used to satisfy the minimum insurance requirements below.

14.1 Certificate of Insurance Required. A certificate of insurance acceptable to City must be provided prior to final execution of this Contract. Any certificate of insurance provided to City shall accurately state that the issued insurance policies meet the requirements outlined below and must be an original certificate issued by a company licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Contractor shall send City a current and valid Certificate of Insurance and/or Policy within fourteen (14) days of any request by City. Immediately upon any material change to Contractor's insurance coverage, Contractor shall send City an updated Certificate of Insurance and/or Policy.

14.2 City's Authority to Terminate. The certificate shall be approved by the City Attorney and placed on file with City prior to commencement of work under this Contract. The City Purchasing Director reserves the right to examine and approve the actual policy of insurance before City executes any Contract for this purchase. If the required certificate is not received and approved, the City of Milwaukee has the authority to terminate this Contract.

14.3 City as Additional Insured. The City of Milwaukee shall be named as an additional insured (using ISO Form CG2026 or its equivalent) with respect to liability coverage other than professional liability, including cyber liability coverage. The certificate holder shall be designated as:

City of Milwaukee
DOA – Purchasing Division
200 E. Wells Street, Room 601
Milwaukee, WI 53202

14.4 City Approval of Insurance Companies. Insurance companies must be acceptable to City and have a current A.M. Best rating of A-VIII or better.

14.5 Use of Occurrence Form. All policies other than professional liability policies shall be written on an occurrence form.

14.6 Notice of Cancellation or Non-Renewal. City shall be provided with at least thirty (30) days' written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this Contract, for any reason including non-payment of premium. To ensure that such notice occurs, an endorsement must be added to the policy/policies permitting Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

> "We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least thirty (30) days before the effective date of the action."

A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

14.7 Required Coverages. Each of the following minimum coverages is required pursuant to this Contract unless "No" is indicated in the left-hand column:

REQUIRED?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED
Yes	Worker's Compensation (City **does** require Worker's Compensation coverage for Sole Proprietorships)	Statutory Limits
Yes	Employer's Liability	Each Accident: $100,000 Disease – Policy Limit: $500,000 Disease – Each Employee: $100,000 • Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.
Yes	Commercial General Liability	Each Occurrence Limit: $1,000,000 General Aggregate: $2,000,000 Products-Completed Operations Limit: $2,000,000 Personal and Advertising Injury Limit: $1,000,000 • Coverage must be equivalent to ISO Form CG0001 or better. • Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers. • Coverage must apply to independent contractors and contractual liability. • Coverage must apply on a primary and non-contributory basis.
Yes	Automobile Liability	Bodily Injury: $1,000,000 per person $1,000,000 per occurrence Property Damage: $1,000,000 per occurrence Or Combined Limit: $1,000,000 per occurrence • If Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9). • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers. • Coverage must include contractual liability for risks assumed in this contract. • If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.
Yes	Professional Liability	$1,000,000 per occurrence • Coverage must remain in effect for a period of not less than two (2) years beyond the termination date of the contract. • If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage

		must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two (2) years, if the replacement insurer will not preserve the original retroactive date. • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
No	Umbrella (Excess) Liability	$5,000,000 per occurrence $5,000,000 aggregate • Must provide coverage in excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages (inclusive of the amendments stated above).
No	Crime Insurance	Employee Dishonesty: $500,000 per loss • Must provide coverage for Third Party Employee Dishonesty.
No	Pollution Liability	$1,000,000 per occurrence • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
Yes	Cyber Insurance	$1,000,000 per occurrence • Coverage must include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability. • Depending on the situation, other required coverages may include: o Regulatory Fines & Penalties o PCI Fines & Penalties o Cyber Extortion/Ransomware o Business Interruption o Data Reconstruction o Media/Website Liability o Breach Response Mitigation ▪ Forensic investigations ▪ Legal expenses ▪ Notifications ▪ Identity monitoring
No	Garage Liability	At least $1,000,000 If not included in the Commercial General Liability Policy
No	Garage Keeper's Liability	Coverage amount shall be equal to the total replacement value of the vehicles to be serviced and on premise at any one time.

14.8. Performance Bond. If a performance bond is required by the terms of any bid or request for proposal, the performance bond shall be on the form provided by City in an amount equal to one-hundred percent (100%) of the Contract price or other amount specified therein. The performance bond must be issued by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a power of attorney for the attorney in fact. The performance bond must cover any guaranty provisions of the Contract. The performance bond or any renewals thereof must remain in effect throughout the Term. Contractor shall provide City with a copy of the performance bond within five (5) business days of contract execution.

15. Substitutions and Equivalents. Substitutions or equivalents of specified goods, commodities, or products are only permitted upon the written consent of the City Purchasing Director.

16. Survival. Sections 1, 2, 3, 4.1, 5, 7.4, 7.6, 8, 9, 11, 12, 13, 16, 17, 20, 21, 22, 23, 25, 26, 27, 30, 31, 33, 39, 45, 46, and any other section(s) which by its/their meaning is/are implied to survive termination shall continue in force and effect following the termination or expiration of this Contract.

17. Conflict of Interest. Any contract in which a member of the City of Milwaukee Common Council is an interested party shall be voidable at the sole discretion of City, and City may sue to recover any amounts paid on such contract.

18. Nonexclusive. This is not a Contract to exclusively purchase the subject goods and/or Services from Contractor. City may, at any time and in its sole discretion, choose to award a contract to another contractor providing the same or similar goods and/or services to City.

19. Order Quantity. Irrespective of any estimated purchased amounts in the bid and/or request for proposal and/or scope of services, this Contract does not guarantee any specific amount of business for Contractor. If this is a Commodity Contract, the City Purchasing Director may order within ten percent (10%) more or less of the quantities specified in the Contract.

20. Audit. Contractor shall make the Documents available to City to allow City to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract any time during normal business hours and as often as City may, in its sole discretion, deem necessary. If federal or state grants or aids are involved in this Contract, Contractor shall make the Documents available to the appropriate federal or state agency or the United States Comptroller General to allow the appropriate federal or state agency or Comptroller General to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract any time during normal business hours and as often as the appropriate federal or state agency or Comptroller General may, in their sole discretion, deem necessary. Contractor shall not charge any additional fees to City, the appropriate federal or state agency, or the Comptroller General by virtue of any additional work or costs associated with the performance of Contractor's duties under this section.

21. Assignability. Contractor shall not assign or transfer any interest in this Contract in any manner without the written consent of the City's Purchasing Director, provided, however, that claims for money due or to become due to Contractor from 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 City Purchasing Director.

22. Law and Safety.

22.1 Pandemic Preparedness. Contractor shall comply with all state, federal, and local laws, rules, regulations, and orders regarding the COVID-19 pandemic. Contractor will follow all applicable state, federal, and local guidance and recommendations related to the COVID-19 pandemic including but not limited to guidance and recommendations related to social distancing, hygiene, sanitation of workspaces, provision of proper personal protective equipment to staff, proper screening methods and education of staff issued by the Centers for Disease Control and Prevention (CDC), Wisconsin Department of Health Services, and Milwaukee Health Department.

22.2. Compliance with Law and Safety Standards. Contractor agrees to comply with all federal, state and local laws, regulations, rules, or court orders. Additionally, all material, equipment and supplies provided to City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable Occupational Safety and Health Administration (OSHA) Standards.

22.3. Material Safety Data Sheets. If any item on this order is a hazardous chemical, as defined under OSHA 29 C.F.R. 1910.1200, or an infectious agent, as defined by §101.58, Wis. Stats., the vendor shall include the appropriate Material Safety Data Sheet(s) as specified below, and with the initial shipment and with the first shipment after a Material Safety Data Sheet is updated. The vendor shall send the initial or updated Material Safety Data Sheet(s) with a complete container, partial container or single product. The vendor, distributor or manufacturer may make access to Material Safety Data Sheets available online via its website; however, Material Safety Data Sheets must be provided as stated herein, regardless of online

availability, to meet State of Wisconsin and United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements. In addition, Contractor shall supply any material relating to the safe use of this material and hazards associated with its use, including, but not limited to, installation procedures and personal "protective" equipment requirements. All hazardous components shall be identified. All data sheets must have the corresponding city purchase order number/vendor contract number clearly printed on the first (1st) page. Sheets must be sent to the City Purchasing Director or Department prior to the shipment of the material. No payments are required to be made until the material safety data sheets are received.

22.4. Tax Exemption. City is exempt from the payment of all federal taxes. Registration No. A-245518 for tax-free transactions is on file with the Milwaukee Office of the Internal Revenue Service. City is exempt from Wisconsin sales or use tax under Section 77.54(1) and (9a), Wisconsin State Statutes. City's Wisconsin Sales and Use Tax Exemption number is ES 008-1020421147-07. Invoices to City may not include costs for Federal excise and Wisconsin sales taxes.

22.5. Choice of Law and Venue. This Contract shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.

22.6. Americans with Disabilities Act. Contractor's work product (whether goods, services, information and communication technology services, engineering or architectural services, or construction) prepared for City pursuant to this Contract shall fully comply with, as applicable, the Americans with Disabilities Act (ADA), Sections 504 and 508 of the Rehabilitation Act of 1973, and Contractor shall be liable for, and shall indemnify City for, any and all violations of the ADA resulting from Contractor's failure to make its work product compliant with the ADA. If Contractor is preparing work product based on specifications prepared by or on behalf of City, and Contractor knows or should know based on Contractor's experience in its field that such specifications are not in compliance with the ADA, Contractor must notify City in writing of such non-compliance prior to commencing its work under those specifications.

23. Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to Contractor at the address indicated on the signature page of this Contract and to City at:

City of Milwaukee
Department of Administration – Purchasing Division
200 East Wells Street, Room 601
Milwaukee, WI 53202-3560

24. Slavery Disclosure Affidavit. All vendors in existence prior to 1865 contracting with City shall complete an affidavit prior to entering into a contract verifying that it has searched any and all company records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

25. Small Business Enterprise. If this Contract requires Small Business Enterprise participation in accordance with the Form A submitted by the Contractor in its bid or proposal, no less than the percentage of meaningful services indicated on the Form A must be performed by the firm or firms indicated on that Form. In the event the firm or firms listed on Form A are unable or unwilling to provide said services, Contractor shall contact the City's Office of Equity and Inclusion (OEI) and work with OEI to engage a replacement(s). If any document submitted by Contractor requesting certification as a Small Business Enterprise for the purpose of participating in any City contract contains false, misleading or fraudulent information, City may direct the imposition of any of the following sanctions on Contractor in its sole discretion: (a) withholding of payment, (b) termination, suspension or cancellation of the Contract in whole or in part, and/or (c) a denial to participate in any further contracts awarded by City for a period of one (1) year after the first (1st) violation is found and for a period of three (3) years after any subsequent violations are found.

For further information regarding SBE participation goals, contact the Office of Equity & Inclusion (OEI) at 414-286-5553.

26. Taxpayer Identification Number. Contractor must provide accurate information related to its taxpayer identification number. If incorrect information is provided and Contractor fails to adequately and timely respond to City's efforts to obtain corrected information, City may impose a fee equal to City's added costs for meeting backup withholding requirements. This sum may be deducted from payments owed to Contractor pursuant to this or other contracts, or may be billed separately. Failure to cooperate with City in this regard, or failure to pay a fee imposed under this provision, could result in Contractor being barred from participating in future City contracts.

27. Counterparts. The Contract may be executed in counterparts, each of which shall be deemed an original. All counterparts shall together constitute one and the same instrument.

28. Commodity Contracts. The terms and conditions in this section apply to the purchase of commodities.

28.1. Invoices. All invoices (in duplicate), shipping notices, and bills of lading are to be mailed to the department receiving the order within twenty-four (24) hours after shipment. All invoices must reference the purchase order number or they will be returned to you. Please obtain the address of the City department where the Invoice should be sent if not stated on the face on this purchase order under "bill to" address.

28.2. Cancellation. The City Purchasing Director reserves the right to cancel any order in whole or in part if deliveries are not made in accordance with this Contract.

28.3. Price.

28.3.1. *Omitted*. If price is omitted, it is agreed that Contractor's price will be the lowest prevailing market price as determined by the City Purchasing Director and as supported by evidence.

28.3.2. *Increases*. Intentionally left blank.

28.3.3. *Decreases*. Contractor shall notify City of any decrease in the price Contractor pays for the Goods within thirty (30) days of such decrease and shall immediately decrease the price paid by City for the Goods on any future Invoice. The decrease in price to City shall equal the decrease in the cost Contractor incurs in purchasing the Goods. Contractor shall provide evidence of the current cost of the Goods to City within thirty (30) days of any request for the same.

28.3.4. *Surcharges*. Fuel and/or shipping surcharges are not allowed and will not be paid by City. If there is a freight increase prior to delivery of the product, the additional increase will be at the expense of Contractor.

28.3.5. *Apparel Contracts.* If this Contract includes the provision of items of clothing and cloth produced by weaving, knitting, and felting, including but not limited to uniforms, coveralls, footwear, linens and entrance mats, Contractor shall provide those apparel items from "responsible manufacturers," as that term is defined by City of Milwaukee Ordinance 310-17, and Contractor shall include an equivalent stipulation in all subcontracts.

28.4. Delivery and Packing.

28.4.1. *Packaging*. Materials shall clearly be labeled and properly packaged in accordance with federal and Wisconsin requirements, and as specified in the terms and conditions of the invitation for bid or request for proposals if so specified. Packages are to be plainly marked with Contractor's name and purchase order number. No charges will be allowed for boxing, packing, or crating. Damaged Goods will not be accepted.

28.4.2. *Delivery F.O.B. Destination*. All deliveries shall be F.O.B. ("free on board") destination, prepaid by Contractor, and City shall not take delivery of shipped Goods until such Goods arrive at City's receiving dock or other specified destination.

28.4.3. *Delays in Delivery*. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall, in addition to any other remedies available to City at law or in equity, render Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs. However, delays in delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the City Purchasing Director, in their sole discretion, to be clearly and unequivocally beyond Contractor's control may be recognized by City. Contractor may be relieved of the responsibility of meeting the delivery schedules upon Contractor's filing with the City Purchasing Director of a statement requesting an extension of delivery, signed by Contractor and giving in detail all the essential circumstances which, upon verification by City, justify such action under the provisions of this subsection by the City Purchasing Director. The request for extension must be filed with the City Purchasing Director no later than seven (7) calendar days prior to the actual delivery date. Failure to file this request for delivery extension shall render Contractor liable for the difference between the "open market" and the contract price, and other costs, as applicable, under the Uniform Commercial Code.

29. Green Contracting.

29.1. Duplex/Recycled Paper. In accordance with efficient resource procurement and utilization policies adopted by the City of Milwaukee, Contractor shall ensure that, whenever practicable, all printed materials produced by Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper, and labeled as such.

29.2. Recycled Materials. Contractor shall utilize recycled materials whenever technically and economically feasible. Bidders and proposers are encouraged to bid/propose products with recycled content which meet specifications.

30. Warranty. Unless otherwise specifically stated by Contractor in its bid or proposal, equipment purchased as a result of this request shall be warranted against defects by Contractor for at least one (1) year from date of receipt. The equipment manufacturer's standard warranty shall also apply (i.e. shall not be in place of Contractor's warranty), and must be honored by Contractor.

31. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's Term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. **Contractor's completed Certification Regarding Debarment, Suspension and Other Responsibility Matters is attached hereto and incorporated herein**.

II. TERMS APPLICABLE TO CONTRACTS PAID FOR WITH FEDERAL FUNDING.

These terms apply and bind Contractor in addition to those terms listed above if the Contract states that it "will" be paid for with federal funds at the top of page one (1).

In the event of a conflict between these Terms Applicable to Contracts Paid for with Federal Funding and the terms of the main body of the Contract or any exhibit or appendix, these Terms Applicable to Contracts Paid for with Federal Funding shall govern.

32. Small, Minority, Women Business Enterprises (SMWBE) and Labor Surplus Area (LSA) Participation. City requires that its contractors agree to take all the necessary and responsible steps to ensure that SMWBE and LSA firms have the maximum opportunity to participate as subcontractors for contracts issued by the City of Milwaukee, Purchasing Division. SMWBE and LSA provisions are incorporated as part of the bid package as set forth in the City of Milwaukee Office of Equity & Inclusion (OEI) Form A Contractor Compliance Plan. The OEI Contractor Compliance Plan (Form A) must be returned with the bid or request for proposal (RFP) response. SMWBE and LSA participation is an element of bid

responsiveness. Failure to demonstrate best efforts to achieve SMWBE and LSA goals will render the bid unresponsive, and the Purchasing Division may then recommend award to the next apparent low complying bidder.

For further information regarding SMWBE and LSA participation goals, contact the Office of Equity & Inclusion (OEI) at 414-286-5553.

33. Amendment Permitted. This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.

34. Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein.

35. Procurement of Recovered Materials. Pursuant to 2 C.F.R. §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars ($10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars ($10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

36. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this is a contract or sub-grant in excess of one hundred fifty thousand dollars ($150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

37. Energy Efficiency. Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

38. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Contract exceeds one hundred thousand dollars ($100,000), by signing this Contract, Contractor certifies that:

38.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an 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.

38.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an 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, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

38.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

38.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

39. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If this Contract is for an amount in excess of one hundred thousand dollars ($100,000) and involves the employment of mechanics or laborers, Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. 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.

40. Right to Inventions. If the federal award is a "funding agreement" under 37 C.F.R. 401.2 and this is an agreement between City or a sub-recipient and a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, City or sub-recipient will comply with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

41. DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.

42. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

43. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, which are located at https://sam.gov/content/home. In addition, Contractor is required to pay wages not less than once a week.

44. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If this is a "prime construction contract" in excess of two thousand dollars ($2,000), Contractor shall, in its performance of the Contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

45. Equal Employment Opportunity. If this is a "federally assisted construction contract," as defined by 41 C.F.R. Part 60-1.3, except as otherwise provided in 41 C.F.R. Part 60, in its performance under the Contract, the 41 C.F.R. Part 60-1.3 shall comply with the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The text of 41 C.F.R. 60-1.4(b) is available upon request.

46. Termination for cause. If this Contract is for an amount in excess of ten thousand dollars ($10,000) and it lacks a termination for cause clause, the following applies: *If Contractor shall fail to fulfill in a timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.*

47. Executive Order 13202: Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one (1) of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one (1) or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one (1) or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

48. Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

49. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

50. Grant Award Letter. The grant award letter to the City of Milwaukee which provides funding for this Contract includes terms and conditions which City is required to include in all contracts funded by the award. The award letter is attached hereto, and those terms which, by the terms of the award letter, are required to bind Contractor, do so bind Contractor and breach of those terms will be a material breach of this Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, proposer, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than ten percent (10%) equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;

2. Have within a three (3) year period preceding this proposal, bid, or agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and

4. Have within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or bid, or termination of the award or, in some instances, criminal prosecution.

I hereby certify as stated above:

_____

Signature Date

_____

Print Title and Name of authorized representative

I am unable to certify to one or more the above statements. Attached is my explanation.

_____

Signature Date

_____

Print Title and Name of authorized representative