

Request for Proposal (RFP) for Consulting Services for IT Network Infrastructure Review



The response shall be addressed and delivered via Bonfire.

City of Milwaukee
Employees' Retirement System
789 N Water Street, Suite 300
Milwaukee, Wisconsin 53202

**Responses must be received no later than
4:45 P.M., Central Time, on November 10, 2023**

Intent to Respond Notification to ERS Due – October 20, 2023

Questions can be e-mailed to rfp@cmers.com

Please note: ERS reserves the right to reject a Request for Proposal (RFP) response that is not completed as specified within this document. ERS also reserves the right to accept or reject any response, to not proceed with any action, or to accept only those responses that are in the best interest of the ERS. The ERS will incur no liability for the cost of the RFP preparation.

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Purpose

The purpose of this RFP is to solicit responses from qualified IT security vendors who are interested in providing a review of the ERS IT Network Infrastructure and providing recommendations. It is anticipated that this will be a short-term project. The Scope of Work section outlines the requirements in more detail.

Background

The Employees' Retirement System (ERS) of the City of Milwaukee manages the System's pension fund. The ERS was created by an act of the Wisconsin Legislature in 1937 to provide retirement-related benefits for members and their beneficiaries. The members of the ERS are employees and former employees of the City and five other agencies including non-certified staff of the Milwaukee Public Schools. The ERS has approximately 14,000 active and deferred members, and about 13,500 annuitants. The ERS's Executive Director is responsible for daily operations, and also serves as Secretary to the Board. The ERS IT section is headed by a Chief Technology Officer (CTO) who reports to the Executive Director. More information about the ERS can be found on the web at www.cmers.com.

Technical Infrastructure

The ERS has information technology infrastructure comprised of commercially available hardware and software as well as proprietary software. There are over 60 virtual servers residing on VMware hosts and a Dell SAN connected to a private gigabit fiber optic Ethernet network. These servers provide technical, office, and businesses services, and are located at our home office. The servers are housed within our home office along with a primary disaster recovery site. A separate disaster recovery site exists in Madison, WI. The user community has up-to-date desktop and laptop computers running Windows 10 and Windows 11. Office application services provided to the desktop include, but are not limited to, the Microsoft Office Professional suite of products (Word, Excel, PowerPoint), FileNet (Imaging Services) and Microsoft Exchange/Outlook. Some users are also assigned laptops and cellular devices to be able to work remotely.

Business Applications

ERS's primary line-of-business application is a pension management information system named MERITS. MERITS is a Java-based n-tier application that provides the capability to process customers throughout the membership lifecycle from enrollment to withdrawal, retirement, or death. ERS also uses the Sage 300 accounting package for general ledger and accounts receivable processing. Departmental payroll and accounts payable services are delivered by the City under a cooperation agreement, and use PeopleSoft products. The Investment Division uses on-line business services.

It is understood that more information may be desired by the Proposer so they can properly create a scope of work. Additional reasonable information may be provided upon request at the discretion of the ERS upon execution of a confidentiality agreement and a statement that will

indicate that any information shared will be securely destroyed after the proposal has been submitted with proof of destruction.

Scope of Work

Services desired:

1. Review of the ERS's IT Network Infrastructure in light of NIST standards or other best practices, including the following:
 - a. Antivirus and malware protection configuration review
 - b. Network design review
 - c. Remote work security posture review
 - d. Firewall policy and configuration review
 - e. DR capabilities
2. In conjunction with ERS staff, provide suggestions and recommendations for improvement for an organization like the ERS
3. In conjunction with ERS staff, propose a plan of action and a roadmap of how improvements suggested can be implemented along with estimated costs, including time and effort

Please be advised that depending upon the services, this engagement may lead to an on-going relationship to serve as a "trusted advisor" to the ERS. To that end, if interested in such a role, please provide your standard SLAs for continued services.

Submission

Pre-Submission

Vendors interested in providing responses to this RFP should inform the ERS via Bonfire no later than the date indicated in the "Timeline" section. Only a notification via Bonfire will be considered as a valid mechanism of indicating interest. Vendors who do not indicate an interest in submitting the proposal by the date indicated may not have their final responses considered.

Questions and Additional Information

Proposers may submit questions in writing via Bonfire by the date indicated in the "Timeline" section. Responses to the questions from all Proposers will be sent to all vendors who have indicated an interest in submitting a response via Bonfire.

Proposers requiring additional technical information from the ERS will need to submit a confidentiality statement included in "Appendix A – Confidentiality Statement for Release of Some Information during RFP Process" of this RFP, including agreement to destroy the information after its purpose has been served in responding to this RFP with proof of destruction. The ERS reserves the right to provide the information as it sees fit, including restricting the information or not providing it.

Final Submission

The submission should contain the information requested in this section at a minimum, and the final responses should be submitted via Bonfire prior to the due date indicated in the "Timeline" section.

A. About the Proposer and Proposed Team

1. History of the company, including overall experience providing services of the nature requested in this RFP.
2. Describe how your consulting work is distinguished from that of your competitors.
3. Proposed team information, including a summary of qualifications and experience, role on the team, and contact information.
4. Within the last five years, has your organization, a subcontractor, employee or an officer or principal been involved in litigation or other legal proceedings relating to your consulting services assignments? If so, please provide an explanation and indicate the current status or disposition.

B. Methodology and Work plan

1. An outline of the proposed methodology for this review
2. Work plan, including estimated effort and schedule along with itemized costs

C. Data Security

1. Information security and destruction information as requested in the Information Storage section of this RFP

D. Contractual Requirements

1. Confirmation that the Proposer will abide by the terms of the contract included in "Appendix B – Sample Contract for Professional Services;" any exceptions to be negotiated during the contract negotiation phase must be noted in the response by using "Appendix C – Exceptions to Terms and Conditions of Standard Contract." This sample contract provides general information about the terms and conditions that the Proposer may have to abide with; the ERS reserves the right to update these terms, and negotiate such changes with the Proposer, until the final execution of this contract.
2. Identification of individual(s) with authority to bind the Proposer in a contract

E. Conflict of Interest

1. Are there any potential conflict of interest issues your firm would have in servicing the ERS? If so, describe them.
2. Have you or anyone in your firm provided any gifts, travel and room expenses, entertainment or meals to any ERS Board member or staff during the past 12 months? If yes, please describe the amount of expenses and what it was for.

F. References

1. Please provide three references from current clients for whom work similar to that requested in this RFP has been performed.

2. Provide a list of three non-current clients with contact information.

G. Subcontractor Use

1. Please indicate if you will utilize the services of a subcontractor. If so, please identify the subcontractor and describe the skills and qualifications of the subcontractor and its individual employees. Also describe what portions of the project will be assigned to the subcontractor, including the periods and percentage of time the subcontractor will devote to the project along with itemized costs. Also include the contractual arrangement contemplated with each subcontractor and describe generally the control/delegation of responsibilities anticipated in that arrangement along with data security concerns as noted in this RFP.

H. Fees

The fee information should be included under separate cover from the rest of the response.

1. Please list your fees for the work contemplated in this RFP. Please provide hourly rates for the work to be performed if a precise number of hours is not known; please provide a reasonable range of hours for such effort also.
2. Please indicate if the work is to be done under time and materials, or fixed fee, and if there will be other expenses incurred.

Confidentiality of Responses

Please note that any materials submitted to the ERS in response to this RFP may be considered public information and subject to disclosure under applicable law.

If the Proposer would like to have certain information or sections considered confidential, please complete "Appendix D – Designation of Certain Information in Response as Confidential/Proprietary" indicating the specific sections and reasons why the information should be considered confidential. While the ERS will make every effort to hold such information confidential, it may still be subject to disclosure under applicable law.

Please note also that fees proposed cannot be held confidential.

Final Findings, Recommendations, and Report

At the end of the engagement, the successful Proposer will present the findings to the ERS. The final report will include all items requested in the Scope of Work section, including technical details. A separate document containing an executive summary may also be required for dissemination and should not contain sensitive information.

Information Storage

During this engagement the Proposer will have access to sensitive information and therefore must provide a detailed explanation of how information will be secured and protected. In

addition, the Proposer must certify that all information obtained from the ERS will be securely destroyed after a specified period of time, and provide the ERS with such written certification and proof of destruction at the expiration of that period. The ERS reserves the right to determine whether the ERS will have the work/data stored on its systems, or to allow the successful Proposer to save the information at their site.

Timeline

We anticipate the following timeline for the review of the responses:

Publication of RFP	Oct 6
Intent to Respond Due	Oct 20
Questions Due, incl. Confidentiality Agreement (Appendix A), if applicable	Oct 27
ERS Responses to Questions and Additional Information, as necessary	Nov 3
Final RFP Responses Due	Nov 10
Presentations from Selected Vendors, if necessary	Nov 27
Recommendations Presented to Administration and Operations Committee	Dec 18
Negotiations and Contract Award	Jan 5

Scoring Criteria

In general, the following criteria will be used:

Adherence to format and completeness of response	10%
Company information, including financial stability	15%
References	10%
Adherence to Standard Contract Terms	5%
Experience of proposed resources	20%
Methodology explanation	15%
Presentations (if applicable)	5%
Fees	20%

The ERS reserves the right to review and accept, or reject, in whole or in part, any responses that it receives.

The final decision to negotiate and/or award the contract will be made under the direction of the ERS Administration and Operations Committee of the Annuity and Pension Board.

Point and Method of Contact

All contact for this RFP will be through the Bonfire system or via email: rfp@cmers.com. The submission of the final responses, and other items as indicated in this RFP, must be completed through Bonfire.

The ERS's mailing address is:

Employees' Retirement System
City of Milwaukee
789 N. Water Street, Suite 300
Milwaukee, WI 53202

Direct contact with staff and members of the Board regarding this RFP is expressly forbidden. Representations made by other members of the staff and/or Board will not be binding on the ERS. The ERS reserves the right to correct information provided in error.

Method of Submission

Final responses to the RFP should be sent to via Bonfire. In addition, please submit via email to rfp@cmers.com, the following information:

- The RFP response, plus the fee information (two attachments; additional information may be provided if necessary in separate attachments, but the fee information must be separated as its own attachment and clearly marked)
 - Please ensure that you receive confirmation that the ERS has received your submission

The email must reach the ERS by 4:45pm Central Time on November 10, 2023 with the complete submission.

Appendix A – Confidentiality Statement for Release of Some Information during RFP Process

PLEDGE OF CONFIDENTIALITY**Re: RFP for Consulting services for IT Network Infrastructure Review**

This pledge must be executed and provided to the ERS prior to release of any non-public information related to this RFP. Proposer makes this pledge in consideration of being provided an opportunity to submit a proposal in response to the RFP identified above.

A. _____ (“Proposer”) pledges that they will safeguard the confidentiality of all sensitive information released during the RFP process. All information released, and any notes taken or created that are generated as a result of this work will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees’ Retirement System (“ERS”), and unless the Proposer is awarded a contract pursuant to this RFP, that upon completion of the RFP process, all such information shall be destroyed and confirmation of such destruction shall be provided to the ERS.

B. If a third party / subcontractor is involved in the development of the response to the RFP, and such information is made available to said subcontractor, that subcontractor will be bound by the same statement of confidentiality and a separate pledge (this document) should be executed and provided to the ERS by said subcontractor.

C. This Pledge of Confidentiality is an enforceable agreement between Proposer and ERS, and shall be construed in accordance with the laws of the State of Wisconsin. Venue for any legal action to enforce this Pledge or in any other way related to this Pledge shall be in the Milwaukee County Circuit Courts of the State of Wisconsin, or in the Eastern District of the State of Wisconsin.

Dated at Milwaukee, Wisconsin this ____ day of _____, 20__.

Signature

Printed Name and Title

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public, State of Wisconsin

(seal)

My Commission expires: _____

Appendix B – Sample Contract for Professional Services

CONTRACT FOR SERVICESbetween

and

Employees' Retirement System of the City of Milwaukee

General Service Description: IT Network Infrastructure Review**Time of Performance:** _____**Maximum Compensation Not to Exceed:** \$_____

THIS AGREEMENT is effective _____ (the "Effective Date"), by and between _____ ("CONTRACTOR"), and the Employees' Retirement System of the City of Milwaukee, a body corporate and politic under the laws of the State of Wisconsin ("ERS").

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 Agreement as an independent contractor and not as an employee of the ERS; and

WHEREAS, ERS wishes to retain the services of CONTRACTOR as described herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. RETENTION OF SERVICES, STANDARDS, PLACE OF PERFORMANCE.

1.1 The ERS hereby agrees to engage CONTRACTOR and CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the ERS, the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement.

1.2. CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results produced pursuant to the terms and conditions of this Agreement shall conform to such recognized high professional standards as are prevalent in CONTRACTOR's field of endeavor and like services.

1.3. CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Agreement at such place or places as is necessary so as to enable CONTRACTOR to fulfill CONTRACTOR's obligations under this Agreement.

1.4 The following constitute the contract documents (collectively the "Agreement"). If there is a conflict or ambiguity (including but not limited to the Effective date and/or the dates of service), the Agreement shall be governed by these listed documents in descending order of precedence:

First: This Contract for Services

Second: Pledge of Confidentiality (Exhibit A)

Third: Statement of Work (Exhibit B)

Fourth: RFP (Exhibit C)

2. TIME OF PERFORMANCE.

2.1 The term of this Agreement ("Term") shall begin on the Effective Date, and shall end upon _____, or if applicable, earlier termination.

2.2 In addition to all other remedies inuring to the ERS should CONTRACTOR's obligations and duties under the Agreement not be completed by the end of the Term, 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 Agreement.

3. SCOPE OF SERVICES. CONTRACTOR shall provide services as specified in Exhibit C.

4. CONDITIONS OF PAYMENT.

4.1 Upon receipt of a properly submitted and approved invoice, CONTRACTOR shall be compensated for services and equipment actually provided at the rates and prices set forth in Exhibit C; however, no payments or disbursements under the Agreement shall be made until satisfactory evidence that compliance with the insurance requirements described in Section 11 has been provided.

4.2 All other costs, fees, charges and expenses (including but not limited to travel and administrative costs and fees) not set forth in Exhibit C are excluded hereunder.

4.3 Total compensation to CONTRACTOR shall not exceed \$_____ over the Term, except as provided in section 14.

4.4 The ERS strives to make timely payment on all invoices. Payment to CONTRACTOR will be deemed timely if the payment is mailed, delivered, or transferred within 30 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 ERS does not make payment by the 45th calendar day, the ERS shall pay simple interest beginning with the 31st calendar day at the rate of 1% per month (unless the ERS disputes the amount of the invoice). Reference Common Council File No. 101137 adopted January 19, 2011, provisions of state statute 66.0135.

4.5 Compensation for services required under this Agreement shall be contingent upon each activity being reviewed for approval by the ERS approved by ERS for payment. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the ERS Executive Director or its designee shall prevail.

4.6 Continuation of this Contract beyond December 31 of any year is contingent up on the appropriation of sufficient funds by the proper ERS and City of Milwaukee officials.

5. 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:

and to the ERS at:

Employees' Retirement System
789 N Water Street, Suite 300
Milwaukee, WI 53202
Attention: Bernard J. Allen, Executive Director

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

6. REPORTS. At such times and in such forms as the ERS may require, there shall be furnished to the ERS Executive Director such statements, records, reports, data, and information as the ERS may request pertaining to matters covered by this Agreement.

7. DOCUMENT OWNERSHIP & CONFIDENTIALITY.

7.1. Document ownership. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Agreement shall be submitted to and be the exclusive property of the ERS, which shall have the right to use same for any purpose without any additional compensation to CONTRACTOR.

7.2 Confidentiality.

7.2.1 All of the reports, information, data, documents, etc., whether electronic, hard copy, or in any other format ("confidential material") (1) prepared or assembled by CONTRACTOR under this Agreement, (2) provided to CONTRACTOR by ERS, and/or (3) developed by CONTRACTOR based on information provided by the ERS in the performance of this Agreement, are confidential and 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 ERS Executive Director.

7.2.2 Upon termination of this Agreement, CONTRACTOR shall deliver all confidential material of the ERS in its possession to the ERS within thirty (30) business days of such termination and provide ERS with a certification that all of CONTRACTOR's copies of the material delivered to ERS have been destroyed. If there are certain confidential materials that CONTRACTOR cannot practicably return to ERS, or provide a copy to ERS and then provide certification of destruction as described above, CONTRACTOR shall provide notice of those retained documents to ERS, and ERS and CONTRACTOR shall consult regarding the return and/or destruction of those documents. Irrespective of the foregoing, and any confidential materials retained by CONTRACTOR must be maintained subject to the confidentiality restrictions set forth in this Agreement, and subject to the requirements of Section 17 "RECORDS".

7.3 Access to ERS database. Without limiting sections 7.1, 7.2, or 7.4, CONTRACTOR acknowledges that in order to perform the scope of services set forth in this Agreement, CONTRACTOR's employee(s) will need to have access to the ERS computer system.

7.3.1 Some portions of the ERS computer system contain confidential records and personally identifiable information relating to individual members of the ERS system including, but not limited to: (1) applications for enrollment/retirement, (2) home addresses, (3) home phone numbers, (4) email addresses, (5) social security numbers, (6) driver's license numbers, (7) financial account numbers, (8) benefit estimate and computation records, (9) beneficiary designations, (10) benefit election forms, (11) medical information, (12) death/birth/marriage certificates.

7.3.2 Only those individuals identified in section 15.4 may access the ERS database. Before accessing the ERS computer system, these individuals approved in section 15.4 are required to sign the written pledge of confidentiality attached hereto as Exhibit A.

7.4 Notice of Unauthorized Acquisition of Confidential Information. CONTRACTOR shall notify the ERS if it has knowledge of an unauthorized acquisition of confidential information within one business day of such knowledge.

8. CONTRACTOR IS INDEPENDENT CONTRACTOR.

8.1 No fringe benefits. Neither CONTRACTOR, nor CONTRACTOR's employees, shall receive or be eligible for any fringe benefits or any other benefits to which ERS salaried employees are entitled to or are receiving.

8.2 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 CONTRACTOR receiving payment under this Agreement shall be the sole responsibility of CONTRACTOR. Insurance requirements are set forth in Article 11.

8.3 Responsibility for CONTRACTOR's Insurance. CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the ERS during the terms of this Agreement or any extension thereof.

9. SUBCONTRACTING. CONTRACTOR shall not subcontract for the performance of any of the services set forth in this Agreement without prior written approval obtained from the ERS Executive Director. CONTRACTOR shall be as fully responsible to the ERS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for acts and omissions of persons directly employed by it.

10. INDEMNIFICATION AND DEFENSE OF SUITS.

10.1 If the ERS sustains any loss, or any action in court, claim, or proceeding before an administrative agency is brought against ERS or any of its officers, employees, or Pension Board due, in whole or in part, to CONTRACTOR's acts or omissions under this Agreement, including but not limited to injury or damage to the extent caused by CONTRACTOR's negligence, gross negligence, fraud, or intentional acts, (collectively, "Claims"), CONTRACTOR shall make whole, defend, indemnify, and save harmless ERS and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of CONTRACTOR's acts or omissions, including but not limited to CONTRACTOR's negligence, gross negligence, fraud, and/or intentional acts. ERS shall tender defense of any Claims to CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of CONTRACTOR and CONTRACTOR's insurer to defend such Claims without cost or expense to ERS or ERS's officers, agents, Pension Board, or employees.

11. INSURANCE.

11.1 General Insurance Requirements.

11.1.1 CONTRACTOR will secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts as may be necessary to protect itself and the interests of the ERS against all hazards or risks of loss as hereafter specified.

11.1.2 The form, limits, and underwriter of all required insurance coverages is subject to ERS approval; however, regardless of any ERS review, it will be the responsibility of CONTRACTOR to maintain the specified insurance coverage at all times.

11.1.3 Failure of CONTRACTOR to maintain the specified coverage, or to insure that any subcontractors maintain the specified coverage, will not relieve CONTRACTOR of any contractual responsibility or obligation.

11.1.4 All policies are to contain notice requirements that ensure that 30 days advance written notice will be provided to the ERS prior to cancellation/renewal or alteration of terms and conditions of the policies.

11.1.5 Insurers which provide the insurance coverage referenced in this section are to have an A.M. Best rating of no less than A/VIII. CONTRACTOR will provide immediate written notice to the ERS if there is any change in the A.M. Best rating of any insurer.

11.1.6 Certificates of Insurance for all of the coverage limits referenced herein must be provided prior to the Effective Date and for each year that the Agreement is in effect.

11.1.7 If subcontractors are used, each subcontractor must meet all requirements in this Section 11. It will be the responsibility of CONTRACTOR to ensure that all subcontractors are in compliance with this Section 11.

11.1.8 All policies other than Workers Compensation/ Employers Liability, Professional Liability, Crime and Cyber Risk/Network Security are to include the Employees' Retirement System of the City of Milwaukee, the Annuity and Pension Board, their staffs, present and former employees, officers, directors, agents and representatives as additional insureds. The additional insured status should be shown on the Certificates of Insurance.

11.1.9 All policies shall be written on an occurrence form, other than professional liability as noted below.

11.2 Commercial Automobile Liability.

Combined Single Limit	\$1,000,000 each accident
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Medical Expense	\$ 10,000 each person
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In addition to those requirements noted above in sections 11.1.1-11.1.9:

- If the 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 shall be modified to include a Waiver of Subrogation Endorsement in favor of the ERS including its past and present: Pension and Annuity Board, directors, officers, agents, employees, staffs and volunteers.
- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

11.3 Commercial General Liability.

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

In addition to those requirements noted above in sections 11.1.1-11.1.9:

- Coverage must be equivalent to ISO form CG0001 or better.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of ERS including its past and present: Pension and Annuity Board, directors, officers, agents, employees, staffs and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

11.4. Professional Liability (Errors and Omissions).

Combined Single Limit	\$1,000,000 each accident
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In addition to those requirements noted above in sections 11.1.1-11.1.9:

- Coverage must remain in effect for a period of not less than two 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 years, if the replacement insurer will not preserve the original retroactive date.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of ERS including its past and present: Pension and Annuity Board, directors, officers, agents, employees, staffs and volunteers.

11.5. Workers' Compensation Insurance.

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

In addition to those requirements noted above in sections 11.1.1-11.1.9:

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of ERS including its past and present: Pension and Annuity Board, directors, officers, agents, employees, staffs and volunteers.

11.6 Umbrella (Excess) Liability.

Umbrella (Excess) Liability	\$3,000,000 each accident
	\$3,000,000 each aggregate

In addition to those requirements noted above in sections 11.1.1-11.1.9:

- The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

11.7 Cyber Insurance.

Cyber Insurance	\$1,000,000 each accident
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In addition to those requirements noted above in sections 11.1.1-11.1.9:

- 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:
 - Regulatory Fines & Penalties
 - PCI Fines & Penalties

- Cyber Extortion/Ransomware
- Business Interruption
- Data Reconstruction
- Media/Website Liability
- Breach Response Mitigation
- Forensic investigations
- Legal expenses
- Notifications
- Identity monitoring

11.8 Crime Insurance

- | | |
|-----------------------|----------------------|
| Employee Dishonesty | \$1,000,000 per loss |
| Forgery or Alteration | \$1,000,000 per loss |
- The Crime Insurance shall provide coverage for Third Party Employee Dishonesty.

11.9 **Self Insurance.** Any request for self-insurance must be submitted in writing to the ERS and the ERS' Risk Management Consultant for consideration.

12. REGULATIONS. CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related to the scope of work.

13. TERMINATION

13.1 **Termination of Agreement for cause.** If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the ERS Executive Director shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least five 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 CONTRACTOR under this Agreement shall, at the option of the ERS, become the property of the ERS. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to the ERS for damages sustained by the ERS by virtue of any breach of the Agreement by CONTRACTOR, and the ERS may withhold any payments to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the ERS from CONTRACTOR is determined.

13.2 **Termination for convenience.** The ERS may terminate this Agreement at any time for any reason by giving at least thirty days' notice in writing from the ERS Executive Director to CONTRACTOR. If CONTRACTOR is terminated by the ERS as provided in this section 13.2, and not if terminated for cause pursuant to section 13.1, CONTRACTOR will be paid an amount for the services actually and satisfactorily performed.

14. CHANGES. The ERS Executive Director may, from time to time, request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or

decrease in the amount of CONTRACTOR's compensation which is mutually agreed upon by and between the ERS and CONTRACTOR, shall be incorporated in written amendments to the Agreement.

15. PERSONNEL.

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

15.2. All of the work or services required hereunder will be performed by 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.

15.3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the ERS Executive Director. 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 Agreement. CONTRACTOR shall be as fully responsible to the ERS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by them.

15.4 ERS will approve or disapprove of the employees selected by CONTRACTOR to complete the services described in Exhibit B. Should ERS, in good faith, disapprove CONTRACTOR's choice of employee, CONTRACTOR must, in good faith, propose an alternative employee without cost to ERS. ERS may disapprove as many of CONTRACTOR's employees as it, in good faith, believes is necessary to meet the requirements of the position, internal ERS and City of Milwaukee policies, and security requirements.

16. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the ERS Executive Director. Provided, however that claims for money due or to become due CONTRACTOR from the ERS under this Agreement 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 ERS Executive Director.

17. RECORDS.

17.1 Establishment and Maintenance of Records. CONTRACTOR understands that ERS is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), ERS may be obligated to produce, to a third party, the records of CONTRACTOR that are "produced or collected" by CONTRACTOR under this Agreement ("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 Agreement, CONTRACTOR is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to ERS if, in ERS's determination, ERS is required to produce the Records to a third 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 Agreement, and CONTRACTOR must defend and hold ERS harmless from liability due such breach.

17.2 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 Agreement and shall be clearly identified and readily accessible.

18. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the ERS, 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 ERS or such agency for examination all of its records with respect to all matters covered by this Agreement and CONTRACTOR shall permit the ERS or such agency 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 Agreement.

19. CONFLICT OF INTEREST.

19.1 Interest in Contract. No officer, employee or agent of the ERS who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.

19.2 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 Agreement shall have any personal interest, direct or indirect, in this Agreement.

19.3 Interest of Contractor and Employees. CONTRACTOR covenants that no person described in sections 19.1 and 19.2 above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. 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. CONTRACTOR further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of CONTRACTOR or its employees must be disclosed to the ERS. 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.

20. DISCRIMINATION PROHIBITED.

20.1. ERS adheres to the City of Milwaukee's ("City") nondiscrimination policy. 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 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 City of Milwaukee.

20.2 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 Agreement. The ERS 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.

20.3 CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement 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.

20.4 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.

21. WITHHOLDING OF SALARIES. If in the performance of this Agreement there is any underpayment of salaries by CONTRACTOR or by any subcontractor thereunder, the ERS shall withhold from 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 ERS for and on account of CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

22. 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 Agreement shall be promptly reported in writing by CONTRACTOR to the ERS for the latter's decision, which shall be final with respect thereto.

23. SEVERABILITY. If any term or condition of the Agreement shall be held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be valid and enforceable.

24. GOVERNING LAW & JURISDICTION.

24.1 Governing Law. The provisions of the Agreement will be constructed in accordance with the laws on the State of Wisconsin.

24.2 Jurisdiction. The venue for any proceedings before a court of law (whether federal or state) will be geographically located in Milwaukee County, Wisconsin.

25. MISCELLANEOUS.

24.1 Headings. All headings and titles used in contract documents exist for the purposes of document organization and reference and will not be considered a term or condition of any agreement entered into by CONTRACTOR and the ERS.

24.2. Consent to Breach Not Waiver. The consent to a breach of any term or condition of this Agreement by either party will not be considered a waiver of such term or condition nor will such breach be considered consent to a subsequent breach.

24.3 Force Majeure. Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay will not be deemed a default of this Agreement or grounds for termination) if both of the following conditions are satisfied: (1) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by

the non-performing party through the use of alternate sources, work-around plans, or other means; and (2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of those obligations under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

24.4 CONTRACTOR agrees time is of the essence and will meet all deadlines and any schedules as set forth in this Agreement.

THE REMAINDER OF THIS PAGE IS BLANK

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

EMPLOYEES' RETIREMENT SYSTEM
OF THE CITY OF MILWAUKEE:

_____:

By: _____
President Pension and Annuity Board

By: _____
Name: _____
Title: _____

Date: _____

Address: _____

By: _____
Executive Director

Telephone: _____
Fax: _____

Date: _____

Date: _____

Witness: _____

Title: _____

Examined and approved as to form and execution this
_____ day of _____, 20__.

Office of the City Attorney

City Comptroller:

Date

EXHIBIT A**PLEDGE OF CONFIDENTIALITY**

A. _____ (“contractor employee”) pledges that he/she will safeguard all confidential records at all times; that any notes taken by employee or output of any confidential records that are generated as a result of the project will be held in strictest confidence and not be made available to any unauthorized individual without the express, written consent of the City of Milwaukee Employees’ Retirement System (“ERS”) and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the ERS.

B. All requests for confidential records to the contractor employee from third parties shall be referred to the ERS. The contractor employee shall not make any confidential records available to third parties without the express, written consent of the ERS.

Dated at Milwaukee, Wisconsin this ____ day of _____, 20__.

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public, State of Wisconsin

My Commission expires: _____

Appendix C – Exceptions to Terms and Conditions of Standard Contract

Proposer Exceptions to Contract Terms
Re: RFP for Consulting Services for IT Network Infrastructure Review

Section Nbr.	Reason for Exception	Proposed Verbiage

Appendix D – Designation of Certain Information in Response as Confidential/Proprietary

Designation of Confidential and Proprietary Information

Please note: prices always become public information when proposals are opened, and, therefore, cannot be kept confidential.

The attached submitted material includes proprietary and confidential information that qualifies as a trade secret, as provided in Section 19.36(5), Wisconsin Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages of this response, as indicated below, be treated as confidential material and not be released without our written approval.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Section 134.90(1)(c), Wisconsin Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply: 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released: (indicate section, page number, and topic).

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality.

Failure to include this form in the proposal may mean that all information provided as part of the proposal will be open to examination and copying. The City considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the City harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company name: _____

Authorized representative: _____
signature

Authorized representative: _____
printed

Date: _____