



City of Milwaukee
Employees' Retirement System

Bernard J. Allen
Executive Director

Thomas A. Rick, CFA
Chief Investment Officer

Beth Conradson Cleary
Deputy Director

April 12, 2013

Mr. Jim Owczarski
City Clerk
Room 205, City Hall

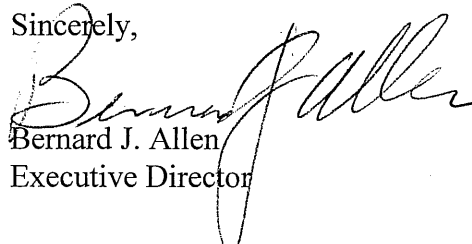
Dear Mr. Owczarski:

Please be advised that an Administration & Operations (A & O) Committee Meeting of the Annuity and Pension Board has been scheduled for **Tuesday, April 16, 2013 at 9:00 a.m. in the Employees' Retirement System Conference Room at 789 N. Water Street, Suite 300.** If a quorum of the Board is present, this meeting will convene as a Special Board Meeting. The agenda is as follows:

Please be advised that the Administration and Operations Committee may vote to convene in closed session on the following items (I. and II.), as provided in Section 19.85 (1) (i), Wisconsin State Statutes, for considering all matters related to acts by businesses under s. 560.15 which, if discussed in public, could adversely affect the business, its employees or former employees. The Committee may then reconvene in open session following the closed session.

- I. Experis Internal Audit Report(s).
 - a. Approval of Statement of Work.
- II. Approval of SSR Contract for Systems Engineer.
- III. IT Projects Portfolio.
- IV. Organizational/Personnel Update.
- V. Update on HELPS Retiree Health Insurance Premium Deduction Initiative.
- VI. ERS 2014 Draft City Budget Request.

Sincerely,


Bernard J. Allen
Executive Director

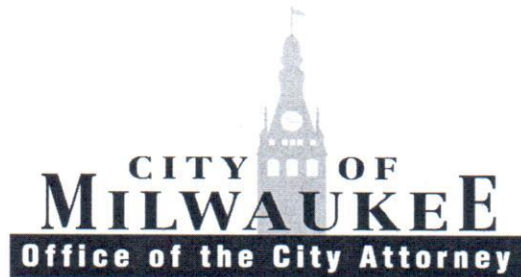
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NOTICE TO PUBLIC - Meetings of the City of Milwaukee Annuity and Pension Board are open to the public. Those in attendance wishing to address the Board on a specific agenda item may do so by registering in advance of the meeting with the Board Secretary.

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, please call 286-3557.

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
LINDA ULISS BURKE
VINCENT D. MOSCHELLA
Deputy City Attorneys



THOMAS O. GARTNER
STUART S. MUKAMAL
THOMAS J. BEAMISH
MAURITA F. HOUREN
JOHN J. HEINEN
SUSAN E. LAPPEN
JAN A. SMOKOWICZ
PATRICIA A. FRICKER
HEIDI WICK SPOERL
KURT A. BEHLING
GREGG C. HAGOPIAN
ELLEN H. TANGEN
MELANIE RUTLEDGE
JAY A. UNORA
DONALD L. SCHRIEFER
EDWARD M. EHRlich
MIRIAM R. HORWITZ
MARYNELL REGAN
G. O'SULLIVAN-CROWLEY
KATHRYN Z. BLOCK
ELOISA DE LEON
ADAM B. STEPHENS
KEVIN P. SULLIVAN
THOMAS D. MILLER
JARELY M. RUIZ
ROBIN A. PEDERSON
CHRISTINE M. QUINN
MARGARET C. DAUN
JEREMY R. MCKENZIE
MARY L. SCHANNING
PETER J. BLOCK
NICHOLAS P. DESIATO
Assistant City Attorneys

April 11, 2013

Beth Conradson Cleary
Deputy Director
Employees' Retirement System
789 North Water Street, Suite 300
Milwaukee, WI 53202

Re: Superior Support Resources, Inc. Contract

Dear Ms. Cleary:

On April 3, 2013, you requested this office's assistance in review and negotiation of a proposed one-year information technology consulting contract with Superior Support Resources, Inc. ("SSR"). We reviewed the proposed contract, which largely mirrors the City's standard form purchasing contract, paying special attention a new liability limitation proposed by SSR. On April 10, 2013, we transmitted to SSR a counter-proposal related to liability limitation, which they have agreed to and executed. We summarize those changes below.

The proposed term from SSR attempted to limit SSR's liability exposure to three (3) months' of fees and to completely exclude any and all liability for special damages, including lost profits, exemplary damages, etc. Such a limitation is very aggressive and unfavorable to ERS. The proposed term also substantially conflicted with the indemnity language (section XII) in the standard form contract.

In lieu of SSR's term, based upon our discussions, we approve for execution the attached agreement with a newly revised Section XII, which provides minimal but sufficient protection for ERS. I also attach a redlined version of the agreement.

Section XII as revised provides as follows:

- SSR must agree to indemnify ERS for any liability resulting from SSR's fraud, gross negligence, or willful misconduct;
- Consequently, no liability limitation applies to SSR's fraud, gross negligence, or willful misconduct; and

- For negligence, ERS may agree to limit SSR's liability to money paid under the contract (but not to a mere three months' of fees).

Should SSR agree to these terms, I would approve the contract for execution. If you have further questions or concerns, please feel free to contact me.

Very truly yours,



GRANT F. LANGLEY
City Attorney



MARGARET C. DAUN
Assistant City Attorney

Encl (1)

**CONTRACT FOR SERVICES
SUPERIOR SUPPORT RESOURCES, INC.
SYSTEMS ENGINEER**

For the Employes' Retirement System of the City of Milwaukee

SERVICE DESCRIPTION (General): Systems Engineer

TIME OF PERFORMANCE: April 22, 2013 – April 22, 2014

TOTAL AMOUNT OF SERVICES: Maximum Amount of Compensation Not to Exceed \$212,160.00

THIS AGREEMENT, entered into by and between **Superior Support Resources, Inc.** (hereinafter referred to as the "CONTRACTOR"), and the Employes' Retirement System of the City of Milwaukee, a body corporate and politic under the laws of the State of Wisconsin (hereinafter referred to as the "ERS"),

Performance and schedules will be approved by the Executive Director of the Employes' Retirement System, or designee, subject to the terms of performance and acceptance herein.

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

- A. This Contract for Services; and
- B. Statement of Work (Exhibit A)
- C. Confidentiality Agreement (Exhibit B)
- D. Pledge of Confidentiality (Exhibit C)

Work may commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) been notified in writing to commence the Performance of Services, or (b) received from the ERS an original of the Contract that is complete and fully executed.

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent entrepreneur and not as an employee of the ERS.

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

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

The provisions of this contract have been approved by the Office of the City Attorney

III. SCOPE OF SERVICES. (To include specific duties and responsibilities, time schedules and deadlines, compensation, terms, and approval requirements.) As per the Statement of Work.

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

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

UPON RECEIPT OF A PROPERLY SUBMITTED AND APPROVED INVOICE, CONTRACTOR SHALL BE COMPENSATED AT A RATE NOT TO EXCEED \$105.00 PER HOUR FOR HOURS ACTUALLY WORKED. EXPENSES ARE EXCLUDED HEREUNDER. TOTAL COMPENSATION SHALL NOT EXCEED \$212,160.00.

THE ERS STRIVES TO MAKE TIMELY PAYMENT ON ALL INVOICES. PAYMENT TO THE CONTRACTOR WILL BE DEEMED TIMELY IF THE PAYMENT IS MAILED, DELIVERED, OR TRANSFERRED WITHIN 60 CALENDAR DAYS AFTER RECEIPT OF A PROPERLY COMPLETED INVOICE OR RECEIPT AND ACCEPTANCE OF THE PROPERTY OR SERVICE UNDER THE ORDER OR CONTRACT, WHICHEVER IS LATER. IF THE 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.

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

Superior Support Resources, Inc
333 Bishops Way #124
Brookfield, WI 53005
Attention: Sarit Singhal, President

and to the ERS at:

EMPLOYEES' RETIREMENT SYSTEM
789 N Water Street, Suite 300
MILWAUKEE, WISCONSIN 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.

VI. REPORTS

A. The CONTRACTOR agrees to submit reports as may be required by the ERS at such times as may be scheduled for submittal, unless otherwise agreed to in writing.

B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract 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 further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the ERS, submit or make same available to any individual, agency, public body or organization other than the ERS, except as may be otherwise herein provided.

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

VIII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

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

The CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the ERS during the terms of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the ERS as an additional insured providing for a 60day notice to the ERS prior to change, termination or cancellation.

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

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

X. **DEFENSE OF SUITS.** In case any action in court or proceeding before an administrative agency is brought against the ERS or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged and/or actual negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the ERS and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The ERS shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the ERS or its officers, agents, or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XI. INSURANCE

A. General Requirements

The CONTRACTOR will secure and maintain throughout the duration of the Contract, 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.

1. The form and limits of such insurance, together with the underwriter thereof in each case, will be required to be acceptable to the ERS; but regardless of any ERS review, it will be the responsibility of the CONTRACTOR to maintain adequate insurance coverage at all times.
2. Failure of the CONTRACTOR to maintain adequate coverage will not relieve it of any contract responsibility or obligation.
3. All policies are to contain notice requirements that ensure that 60 days advance written notice will be provided to the ERS prior to cancellation/ renewal or alteration of terms and conditions of the policies.

4. Insurers which provide the insurance coverage referenced in Section V are to have an A.M. Best rating of no less than A/VIII. The successful bidder will provide immediate written notice to the ERS if there is any change in the A.M. Best rating of any insurer.
5. Certificates of Insurance for all of the coverage limits referenced herein must be provided prior to the effective date of the Contract and for each year that the Contract is in effect.
6. It will be the responsibility of the prime CONTRACTOR to ensure that all subcontractors comply with all insurance and bonding requirements.
7. 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.
8. No payments or disbursements under the Contract shall be made until satisfactory evidence that compliance with the insurance requirements described in this section has been provided.

B. Commercial Automobile Liability

This insurance will be written in commercial form and will protect the CONTRACTOR and the ERS against all claims for injuries to members of the public and damage to property of others arising from the CONTRACTOR's use of motor vehicles and will cover operation on or off the site of all motor vehicles licensed for highway use whether they are owned, non-owned or hired. The liability limits will not be less than the following:

Bodily Injury/Property Damage per occurrence:	\$1,000,000
Uninsured Motorists/Underinsured Motorists protection per occurrence:	\$1,000,000

C. Commercial General Liability

This insurance will be written on a commercial general liability form which will protect the CONTRACTOR and the ERS for those sums the CONTRACTOR becomes legally obligated to pay as damages because of bodily injury, personal injury or property damage.

The insurance will include:

1. Commercial General Liability Insuring Agreement that provides occurrence coverage.
2. Contractual Liability Coverage as provided under a Commercial General Liability policy.
3. CONTRACTOR will certify that the policy be renewed each year of the Contract.

The limits applicable to the commercial general liability policy will not be less than the following:

BODILY INJURY AND PROPERTY DAMAGE – COMBINED SINGLE LIMIT	
Each Occurrence	\$1,000,000
General Aggregate - Other than Products/Completed Operations	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000

D. Professional Liability (Errors and Omissions)

The limits applicable to the professional liability policy will not be less than the following:

Wrongful Act	Limits
Each incident	\$1,000,000
Aggregate	\$1,000,000

If coverage is provided in a claims-made form, the CONTRACTOR will ensure that the retroactive date will not change during the duration of the Contract or at any renewal date. Contractor must warrant evidence of professional liability coverage for three years after termination

of the Agreement. This would be either in the form of an ongoing policy or, as an alternative, an extended reporting period/tail. Contractor must contribute to provide evidence of this coverage annually in the form of a Certificate of Insurance for three years after termination of this contract.

Coverage is to be provided on a “per project” basis or, if not available for reasonable cost, a higher policy aggregate limit may be required by the ERS. Any request for modification to this requirement should be submitted in writing to the ERS and the ERS’ Risk Management Consultant for consideration.

CONTRACTOR will certify that the policy will be renewed each year of the Contract.

E. Crime Coverage

Crime Coverage	Limits
Computer Fraud	\$1,000,000
Employee Theft—Blanket (must apply to theft of ERS assets by employees of the Contractor)	\$1,000,000
Forgery or Alteration	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Outside the Premises	\$100,000
Inside the Premises Theft of Money and Securities	\$100,000

F. Workers’ Compensation Insurance

The CONTRACTOR, and all contractors, if any, shall provide to the ERS an affidavit or other satisfactory proof such as a Certificate of Insurance, which the ERS may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation Insurance for all persons performing any work or services under this Contract.

Workers Compensation		Statutory
Employer Liability		
Bodily Injury by Accident	Each Accident	\$100,000
Bodily Injury by Disease	Each Employee	\$100,000
	Policy Limit	\$500,000

G. Self Insurance

Any request for self-insurance must be submitted in writing to the ERS and the ERS’ Risk Management Consultant for consideration.

H. Cyber Risk/Network Security Insurance

Per loss	\$1,000,000
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Coverage must include third party loss due to identity theft or unlawful disclosure of confidential information.

XII. INDEMNIFICATION and LIMITATION OF LIABILITY.

A. Indemnification

CONTRACTOR will save and indemnify and keep harmless the Employees’ Retirement System of the City of Milwaukee, the Annuity and Pension Board, their staffs, present and former employees, officers and directors, agents and representatives against all liabilities, judgments, costs, and expenses which may be claimed against the ERS which result from the gross negligence, fraud, and/or willful misconduct of said CONTRACTOR, or the gross negligence, fraud, and/or willful misconduct of agents, employees or workmen of said CONTRACTOR. If judgment is recovered, whether in suits of law or in equity, against the ERS by reason of the gross negligence, fraud, and/or willful acts or willful misconduct of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.

B. Limitation of Liability

Except in the case of gross negligence, fraud, and/or willful misconduct, SSR shall not (1) be liable to client for lost profits or for special, consequential, or exemplary damages of any kind, whether arising in contract, tort, product liability or otherwise; and (2) shall not be liable to client for any damages in excess of the revenue received by SSR under the contract. ERS acknowledges that SSR’s price is based upon the enforceability of this qualified limitation of liability and that the price would be substantially higher without this limitation.

- XIII. REGULATIONS. Contractor agrees to comply with all of the requirements of all federal, state and local laws related thereto.
- XIV. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the ERS Executive Director shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the ERS, become the property of the ERS.

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

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

- XVI. CHANGES. The ERS Executive Director may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between the ERS and the CONTRACTOR, shall be incorporated in written amendments to the Contract.

XVII. PERSONNEL

- A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the ERS.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the 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 Contract. The 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 its for the acts and omissions of persons directly employed by them.

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

XIX. RECORDS.

- A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the ERS with respect to all matters covered by this Contract. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
- C. Notice of Unauthorized Acquisition of Confidential Information. CONTRACTOR shall notify the ERS if it has knowledge of an unauthorized acquisition of confidential information (as defined in I.I.A.110 of the Confidentiality Agreement).

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

XXI. **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 Contract 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 Contract.

XXII. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc. prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the ERS Executive Director. To the extent that confidential information provided by the CONTRACTOR to the ERS is exempt from Wisconsin laws pertaining to public records, the ERS shall safeguard the CONTRACTOR's exempted confidential information, to the extent allowable by Wisconsin law, identified as confidential, to which it has access in connection with the products and/or services provided under this Contract, and shall use the same means as it uses to protect its own confidential information to prevent the disclosure and to use such confidential information solely in connection with this Contract. Any confidential information provided to the CONTRACTOR by the ERS or, developed by the CONTRACTOR based on information provided by the ERS in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the ERS. Upon termination of this Contract, CONTRACTOR shall deliver all confidential material of the ERS in its possession to the ERS within thirty (30) business days of such termination. CONTRACTOR agrees to sign the Confidentiality Agreement (Exhibit B), which designates specific CONTRACTOR personnel as being authorized to have access to the ERS database containing confidential records ("authorized personnel"), and defines which individual records of the ERS to be confidential. CONTRACTOR's authorized personnel will be required to sign a Pledge of Confidentiality (see Exhibit C) in which they agree not to disclose and to keep confidential all non-public information relating to the ERS and its members, both active and retired.

XXIII. **CONFLICT OF INTEREST**

- A. **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 Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials.** No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees.** The CONTRACTOR covenants that no person described in Paragraph XXIII, A and B above who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or its employees must be disclosed to the 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.

XXIV. **DISCRIMINATION PROHIBITED**

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

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

- B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The 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.
 - C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - D. Contractor agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.
- XXV. **WITHHOLDING OF SALARIES.** If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the ERS shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the ERS for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.
- XXVI. **CLAIMS AND DISPUTES PERTAINING TO SALARY RATES.** Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians, if any, performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the ERS for the latter's decision, which shall be final with respect thereto.
- XXVII. **OTHER PROVISIONS.**
- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the ERS in such manner and purpose as the ERS desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor other than herein provided.
 - B. Both parties understand that the ERS is bound by the Wisconsin Public Records Law, and as such all of the terms of this Agreement are subject to and conditioned on the provisions of sec. 19.21, Wis. Stats., et seq. Contractor acknowledges that it is obligated to cooperate with the ERS in producing records that are subject to Wisconsin Public Records Law.
 - C. **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 the CONTRACTOR and the ERS.
 - D. **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.
 - E. **Governing Law.** The provisions of the Contract will be constructed in accordance with the laws on the State of Wisconsin.
 - F. **Jurisdiction.** The venue for any proceedings before a court of law will be in Milwaukee County, Wisconsin.
 - G. **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.
 - H. **Limitation of Liability.** The SSR's price is based on the enforceability of this limitation of liability, and the Client understands that the price would be substantially higher without this limitation. SSR shall have no liability to client for lost profits or for special, consequential, exemplary or incidental damages of any kind, whether arising in contract, tort, product liability or otherwise, even if

advised of the potential damages in advance. In no event shall SSR be liable to client for any damages whatsoever in excess of the revenue received by SSR under the contract. Should the contract run for more than three months, then the liability by SSR shall be limited to revenue received by SSR under the contract during the three months prior to the dispute arising. In the event that any warranty or warranty remedy fails of its essential purpose, or is held to be invalid or unenforceable for any reason. In consideration of the other provisions of this agreement, the parties understand and agree that all limitations of liability under this provision will nevertheless remain in effect.

THE REMAINDER OF THIS PAGE IS BLANK

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

**EMPLOYES' RETIREMENT SYSTEM
OF THE CITY OF MILWAUKEE:**

CONTRACTOR

By: _____
John Barmore, President, Annuity & Pension Board
Date: _____

By: _____
Bernard J. Allen, Executive Director
Date: _____

Firm: Superior Support Resources, Inc.

Address: 333 Bishops Way #124

City/State: Brookfield, WI

Zip Code: 53005

Tele: 262-784-9772

Fax: 262-784-9789

By:  Sarit Singhal

Title: President/CEO

Date: 4/11/2013

Witness: 

Title: Accounting Assistant

Examined and approved as to form and execution this
_____ day of _____, 201_.

Rudolph M. Konrad
Deputy City Attorney

PLEASE NOTE! CORPORATIONS MUST COMPLETE THE STATEMENT BELOW.

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

CERTIFICATE RE: CORPORATION

I, Michael J Sobie, certify that I am the Controller of the above CONTRACTOR
PRINT NAME PRINT TITLE
named herein; that Sarit Singhal, who executed this Contract on behalf of the CONTRACTOR was
PRINT SIGNATOR OF CONTRACT
then President/CEO of said corporation, and in said capacity, duly signed said Contract for and
OFFICIAL CAPACITY OF SIGNATOR
on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by action of its duly
constituted board, all of which is within the scope of its corporate powers.

Dated at Superior Support Resources, Inc. 333 Bishops Way #124, Brookfield WI 53005 this 11th day of April 2013.

LOCATION


SIGNATURE

CONSULTING SERVICES AGREEMENT – STATEMENT OF WORK

Superior Support Resources, Inc.
333 Bishops Way, Suite 124
Brookfield, WI 53005
hereinafter referred to as CONTRACTOR

AND

Employes’ Retirement System
of the City of Milwaukee
789 North Water Street, Suite 300
Milwaukee, WI 53202
hereinafter referred to as ERS

Contractor and ERS hereby agree to the following:

1. CONTRACTOR shall provide the ERS with the following agreed upon Specialist(s) at the designated hourly billing rate for such Specialist(s):

<u>Position</u>	<u>Rate</u>	<u>Start Date/End Date</u>
Systems Engineer	\$102 per hour	April 22, 2013 – April 22, 2014

Total Billing: Maximum - 2080 hours \$212,160.00

Reimbursable Expense - NONE

2. Specialist shall furnish computer software design and development services using Microsoft Access, Visual Basic, Java, WebSphere, SQL Server, SQL and related products, developed to be used on Microsoft Windows client workstations and servers. These services include:

- Infrastructure and systems upgrade/implementations;
- SQL database administration and maintenance (primary SQL DBA);
- Perform maintenance on servers and desktops*;
- Patch/Security updates to physical and virtual servers
- Ensure proper security protocols and guidelines are followed
- Protect the network from vulnerabilities
- Maintain and support equalogic storage area network (SANS)
- Maintain and support VMWare virtual environment and clusters
- Monitor and perform replication, backups and recovery
- Monitor, improve and maintain the ERS Disaster Recovery environments
- Monitor internetwork software and hardware to facilitate communications between ERS data locations
- Monitor/maintain/upgrade Exchange email environment
- Work with internal/external IT auditors on risk assessments, vulnerabilities, etc.

3. CONTRACTOR and the ERS agree that approximately 40 hours of service will be provided each week for CONTRACTOR Specialist. Any hours above and beyond the first 40 hours will be billed at stated hourly rate.

4. CONTRACTOR’S Specialist(s) shall submit signed bi-weekly time reports to the ERS for actual time charges incurred. The ERS shall review such time reports and approve hours actually worked for payment.

5. CONTRACTOR shall submit monthly invoices to the ERS based upon time reports approved by the ERS. The ERS shall promptly pay all invoices within (30) days of their submission, consistent with applicable City Ordinances.

6. CONTRACTOR shall provide the ERS with progress reports when requested.

7. CONTRACTOR or the ERS may terminate this Agreement upon 10 working days advance written notice to the other. The ERS shall promptly pay CONTRACTOR for actual time charges and allowable reimbursable expenses incurred prior to cancellation.

8. CONTRACTOR shall provide the ERS, upon request, evidence of any required insurance coverage.

9. CONTRACTOR'S contact person for purposes of NOTICES and regular correspondence is _____.

Superior Support Resources, Inc.

EMPLOYEES’ RETIREMENT SYSTEM OF THE CITY OF MILWAUKEE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**CONTRACT FOR SERVICES
SUPERIOR SUPPORT RESOURCES, INC.
SYSTEMS ENGINEER**

For the Employes' Retirement System of the City of Milwaukee

SERVICE DESCRIPTION (General): Systems Engineer

TIME OF PERFORMANCE: April 22, 2013 – April 22, 2014

TOTAL AMOUNT OF SERVICES: Maximum Amount of Compensation Not to Exceed \$212,160.00

THIS AGREEMENT, entered into by and between Superior Support Resources, Inc. (hereinafter referred to as the "CONTRACTOR"), and the Employes' Retirement System of the City of Milwaukee, a body corporate and politic under the laws of the State of Wisconsin (hereinafter referred to as the "ERS"),

Performance and schedules will be approved by the Executive Director of the Employes' Retirement System, or designee, subject to the terms of performance and acceptance herein.

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

- A. This Contract for Services; and**
- B. Statement of Work (Exhibit A)**
- C. Confidentiality Agreement (Exhibit B)**
- D. Pledge of Confidentiality (Exhibit C)**

Work may commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) been notified in writing to commence the Performance of Services, or (b) received from the ERS an original of the Contract that is complete and fully executed.

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent entrepreneur and not as an employee of the ERS.

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

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

The provisions of this contract have been approved by the Office of the City Attorney

III. SCOPE OF SERVICES. (To include specific duties and responsibilities, time schedules and deadlines, compensation, terms, and approval requirements.) As per the Statement of Work.

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

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

UPON RECEIPT OF A PROPERLY SUBMITTED AND APPROVED INVOICE, CONTRACTOR SHALL BE COMPENSATED AT A RATE NOT TO EXCEED \$105.00 PER HOUR FOR HOURS ACTUALLY WORKED. EXPENSES ARE EXCLUDED HEREUNDER. TOTAL COMPENSATION SHALL NOT EXCEED \$212,160.00.

THE ERS STRIVES TO MAKE TIMELY PAYMENT ON ALL INVOICES. PAYMENT TO THE CONTRACTOR WILL BE DEEMED TIMELY IF THE PAYMENT IS MAILED, DELIVERED, OR TRANSFERRED WITHIN 60 CALENDAR DAYS AFTER RECEIPT OF A PROPERLY COMPLETED INVOICE OR RECEIPT AND ACCEPTANCE OF THE PROPERTY OR SERVICE UNDER THE ORDER OR CONTRACT, WHICHEVER IS LATER. IF THE 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.

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

Superior Support Resources, Inc
333 Bishops Way #124
Brookfield, WI 53005
Attention: Sarit Singhal, President

and to the ERS at:

EMPLOYEES' RETIREMENT SYSTEM
789 N Water Street, Suite 300
MILWAUKEE, WISCONSIN 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.

VI. REPORTS

- A. The CONTRACTOR agrees to submit reports as may be required by the ERS at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
- B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract 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 further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the ERS, submit or make same available to any individual, agency, public body or organization other than the ERS, except as may be otherwise herein provided.

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

VIII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

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

The CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the ERS during the terms of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the ERS as an additional insured providing for a 60day notice to the ERS prior to change, termination or cancellation.

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

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

X. **DEFENSE OF SUITS.** In case any action in court or proceeding before an administrative agency is brought against the ERS or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged and/or actual negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the ERS and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The ERS shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the ERS or its officers, agents, or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XI. **INSURANCE**

A. **General Requirements**

The CONTRACTOR will secure and maintain throughout the duration of the Contract, 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.

1. The form and limits of such insurance, together with the underwriter thereof in each case, will be required to be acceptable to the ERS; but regardless of any ERS review, it will be the responsibility of the CONTRACTOR to maintain adequate insurance coverage at all times.
2. Failure of the CONTRACTOR to maintain adequate coverage will not relieve it of any contract responsibility or obligation.
3. All policies are to contain notice requirements that ensure that 60 days advance written notice will be provided to the ERS prior to cancellation/ renewal or alteration of terms and conditions of the policies.

4. Insurers which provide the insurance coverage referenced in Section V are to have an A.M. Best rating of no less than A/VIII. The successful bidder will provide immediate written notice to the ERS if there is any change in the A.M. Best rating of any insurer.
5. Certificates of Insurance for all of the coverage limits referenced herein must be provided prior to the effective date of the Contract and for each year that the Contract is in effect.
6. It will be the responsibility of the prime CONTRACTOR to ensure that all subcontractors comply with all insurance and bonding requirements.
7. 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.
8. No payments or disbursements under the Contract shall be made until satisfactory evidence that compliance with the insurance requirements described in this section has been provided.

B. Commercial Automobile Liability

This insurance will be written in commercial form and will protect the CONTRACTOR and the ERS against all claims for injuries to members of the public and damage to property of others arising from the CONTRACTOR's use of motor vehicles and will cover operation on or off the site of all motor vehicles licensed for highway use whether they are owned, non-owned or hired. The liability limits will not be less than the following:

Bodily Injury/Property Damage per occurrence:	\$1,000,000
Uninsured Motorists/Underinsured Motorists protection per occurrence:	\$1,000,000

C. Commercial General Liability

This insurance will be written on a commercial general liability form which will protect the CONTRACTOR and the ERS for those sums the CONTRACTOR becomes legally obligated to pay as damages because of bodily injury, personal injury or property damage.

The insurance will include:

1. Commercial General Liability Insuring Agreement that provides occurrence coverage.
2. Contractual Liability Coverage as provided under a Commercial General Liability policy.
3. CONTRACTOR will certify that the policy be renewed each year of the Contract.

The limits applicable to the commercial general liability policy will not be less than the following:

BODILY INJURY AND PROPERTY DAMAGE – COMBINED SINGLE LIMIT	
Each Occurrence	\$1,000,000
General Aggregate - Other than Products/Completed Operations	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000

D. Professional Liability (Errors and Omissions)

The limits applicable to the professional liability policy will not be less than the following:

Wrongful Act	Limits
Each incident	\$1,000,000
Aggregate	\$1,000,000

If coverage is provided in a claims-made form, the CONTRACTOR will ensure that the retroactive date will not change during the duration of the Contract or at any renewal date. Contractor must warrant evidence of professional liability coverage for three years after termination

of the Agreement. This would be either in the form of an ongoing policy or, as an alternative, an extended reporting period/tail. Contractor must contribute to provide evidence of this coverage annually in the form of a Certificate of Insurance for three years after termination of this contract.

Coverage is to be provided on a “per project” basis or, if not available for reasonable cost, a higher policy aggregate limit may be required by the ERS. Any request for modification to this requirement should be submitted in writing to the ERS and the ERS’ Risk Management Consultant for consideration.

CONTRACTOR will certify that the policy will be renewed each year of the Contract.

E. Crime Coverage

Crime Coverage	Limits
Computer Fraud	\$1,000,000
Employee Theft—Blanket (must apply to theft of ERS assets by employees of the Contractor)	\$1,000,000
Forgery or Alteration	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Outside the Premises	\$100,000
Inside the Premises Theft of Money and Securities	\$100,000

F. Workers’ Compensation Insurance

The CONTRACTOR, and all contractors, if any, shall provide to the ERS an affidavit or other satisfactory proof, such as a Certificate of Insurance, which the ERS may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation Insurance for all persons performing any work or services under this Contract.

Workers Compensation	Statutory
Employer Liability	
Bodily Injury by Accident	Each Accident \$100,000
Bodily Injury by Disease	Each Employee \$100,000
	Policy Limit \$500,000

G. Self Insurance

Any request for self-insurance must be submitted in writing to the ERS and the ERS’ Risk Management Consultant for consideration.

H. Cyber Risk/Network Security Insurance

Per loss	\$1,000,000
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Coverage must include third party loss due to identity theft or unlawful disclosure of confidential information.

XII. INDEMNIFICATION and LIMITATION OF LIABILITY.

A. Indemnification

CONTRACTOR will save and indemnify and keep harmless the Employees’ Retirement System of the City of Milwaukee, the Annuity and Pension Board, their staffs, present and former employees, officers and directors, agents and representatives against all liabilities, judgments, costs, and expenses which may be claimed against the ERS, which result from the gross negligence, fraud, and/or willful misconduct of said CONTRACTOR, or the gross negligence, fraud, and/or willful misconduct of agents, employees or workmen of said CONTRACTOR. If judgment is recovered, whether in suits of law or in equity, against the ERS by reason of the gross negligence, fraud, and/or willful acts or willful misconduct of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.

B. Limitation of Liability

Except in the case of gross negligence, fraud, and/or willful misconduct, SSR shall not (1) be liable to client for lost profits or for special, consequential, or exemplary damages of any kind, whether arising in contract, tort, product liability or otherwise; and (2) shall not be liable to client for any damages in excess of the revenue received by SSR under the contract. ERS acknowledges that SSR’s price is based upon the enforceability of this qualified limitation of liability and that the price would be substantially higher without this limitation.

- Deleted:** Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract.
- Deleted:** in consequence of the granting of this contract to said CONTRACTOR, or
- Deleted:** may
- Deleted:** acts
- Deleted:** in any respect whatever
- Deleted:** by acts of omission

- XIII. REGULATIONS. Contractor agrees to comply with all of the requirements of all federal, state and local laws related thereto.
- XIV. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the ERS Executive Director shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the ERS, become the property of the ERS.
- Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the ERS for damages sustained by the ERS by virtue of any breach of the CONTRACT by the CONTRACTOR, and the ERS may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the ERS from the CONTRACTOR is determined.
- XV. TERMINATION FOR CONVENIENCE OF THE ERS. The ERS may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from the ERS Executive Director to the CONTRACTOR. If the CONTRACTOR is terminated by the ERS as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONTRACTOR covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than 60% of the services covered by this Contract have been performed upon the effective date of such termination the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph XIV hereof, relative to termination, shall apply.
- XVI. CHANGES. The ERS Executive Director may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between the ERS and the CONTRACTOR, shall be incorporated in written amendments to the Contract.
- XVII. PERSONNEL
- A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the ERS.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the 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 Contract. The 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 its for the acts and omissions of persons directly employed by them.
- XVIII. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the ERS Executive Director. Provided, however that claims for money due or to become due the CONTRACTOR from the ERS 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 ERS Executive Director.
- XIX. RECORDS.
- A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the ERS with respect to all matters covered by this Contract. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
- C. Notice of Unauthorized Acquisition of Confidential Information. CONTRACTOR shall notify the ERS if it has knowledge of an unauthorized acquisition of confidential information (as defined in ILA.1-10 of the Confidentiality Agreement).

- XX. REPORT AND INFORMATION.** At such times and in such forms as the ERS may require, there shall be furnished the ERS Executive Director such statements, records, reports, data, and information as the ERS may request pertaining to matters covered by this Contract.
- XXI. 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 Contract 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 Contract.

XXII. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc. prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the ERS Executive Director. To the extent that confidential information provided by the CONTRACTOR to the ERS is exempt from Wisconsin laws pertaining to public records, the ERS shall safeguard the CONTRACTOR's exempted confidential information, to the extent allowable by Wisconsin law, identified as confidential, to which it has access in connection with the products and/or services provided under this Contract, and shall use the same means as it uses to protect its own confidential information to prevent the disclosure and to use such confidential information solely in connection with this Contract. Any confidential information provided to the CONTRACTOR by the ERS or, developed by the CONTRACTOR based on information provided by the ERS in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the ERS. Upon termination of this Contract, CONTRACTOR shall deliver all confidential material of the ERS in its possession to the ERS within thirty (30) business days of such termination. CONTRACTOR agrees to sign the Confidentiality Agreement (Exhibit B), which designates specific CONTRACTOR personnel as being authorized to have access to the ERS database containing confidential records ("authorized personnel"), and defines which individual records of the ERS to be confidential. CONTRACTOR's authorized personnel will be required to sign a Pledge of Confidentiality (see Exhibit C) in which they agree not to disclose and to keep confidential all non-public information relating to the ERS and its members, both active and retired.

XXIII. CONFLICT OF INTEREST

- A. **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 Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials.** No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees.** The CONTRACTOR covenants that no person described in Paragraph XXIII, A and B above who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or its employees must be disclosed to the 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.

XXIV. DISCRIMINATION PROHIBITED

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

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.
- B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The 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.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. Contractor agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C.

- XXV. **WITHHOLDING OF SALARIES.** If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the ERS shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the ERS for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.
- XXVI. **CLAIMS AND DISPUTES PERTAINING TO SALARY RATES.** Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians, if any, performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the ERS for the latter's decision, which shall be final with respect thereto.
- XXVII. **OTHER PROVISIONS.**
- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the ERS in such manner and purpose as the ERS desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor other than herein provided.
- B. Both parties understand that the ERS is bound by the Wisconsin Public Records Law, and as such all of the terms of this Agreement are subject to and conditioned on the provisions of sec. 19.21, Wis. Stats., et seq. Contractor acknowledges that it is obligated to cooperate with the ERS in producing records that are subject to Wisconsin Public Records Law.
- C. **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 the CONTRACTOR and the ERS.
- D. **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.
- E. **Governing Law.** The provisions of the Contract will be constructed in accordance with the laws on the State of Wisconsin.
- F. **Jurisdiction.** The venue for any proceedings before a court of law will be in Milwaukee County, Wisconsin.
- G. **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.
- H. **Limitation of Liability.** The SSR's price is based on the Enforceability of this limitation of liability, and the Client understands that the price would be substantially higher without this limitation. SSR shall have no liability to client for lost profits or for special, consequential, exemplary or incidental damages of any kind, whether arising in contract, tort, product liability or otherwise, even if advised of the potential damages in advance. In no event shall SSR be liable to client for any damages whatsoever in excess of the revenue received by SSR under the contract. Should the contract run for more than three months, then the liability by SSR shall be limited to revenue received by SSR under the contract during the three months prior to the dispute arising. In the event that any warranty or warranty remedy fails of its essential purpose, or is held to be invalid or unenforceable for any reason. In consideration of the other provisions of this agreement, the parties understand and agree that all limitations of liability under this provision will nevertheless remain in effect.

THE REMAINDER OF THIS PAGE IS BLANK

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

**EMPLOYES' RETIREMENT SYSTEM
OF THE CITY OF MILWAUKEE:**

CONTRACTOR

By: _____
John Barmore, President, Annuity & Pension Board
Date: _____

Firm: Superior Support Resources, Inc.

Address: 333 Bishops Way #124

By: _____
Bernard J. Allen, Executive Director
Date: _____

City/State: Brookfield, WI

Zip Code: 53005

Telephone: _262-784-
9772 _____

Fax: _262-784-
9789 _____

Singhal _____

By: __ Sarit

Examined and approved as to form and execution this

Title:
_Predisent/CEO _____

_____ day of _____, 201_.

Date: _____

PLEASE NOTE! CORPORATIONS MUST COMPLETE THE STATEMENT BELOW.

Rudolph M. Konrad
Deputy City Attorney

Witness: _____

Title: _____

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

CERTIFICATE RE: CORPORATION

I, _____
PRINT NAME certify that I am the _____
PRINT TITLE of the above CONTRACTOR
named herein; that _____,
PRINT SIGNATOR OF CONTRACT who executed this Contract on behalf of the CONTRACTOR was
then _____
OFFICIAL CAPACITY OF SIGNATOR of said corporation, and in said capacity, duly signed said Contract for and
on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by action of its duly
constituted board, all of which is within the scope of its corporate powers.

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

SIGNATURE



Administration and Operations Committee

ERS IT Portfolio Report

April 16th, 2013

- Information Technology Projects Summary
- Applications Stats
- What's next
- IT Budget Trend
- IT Portfolio

Information Technology Projects Summary

- Filenet was successfully cutover on April 8th 2013
 - No major issues
 - ERS is now on supported platform on Windows 2008 Server
- RFQ for Vcenter Upgrade submitted, awaiting results
- Experis Audits...
 - Web Vulnerability Audit
 - Vendor Management Audit Prep

Application Stats

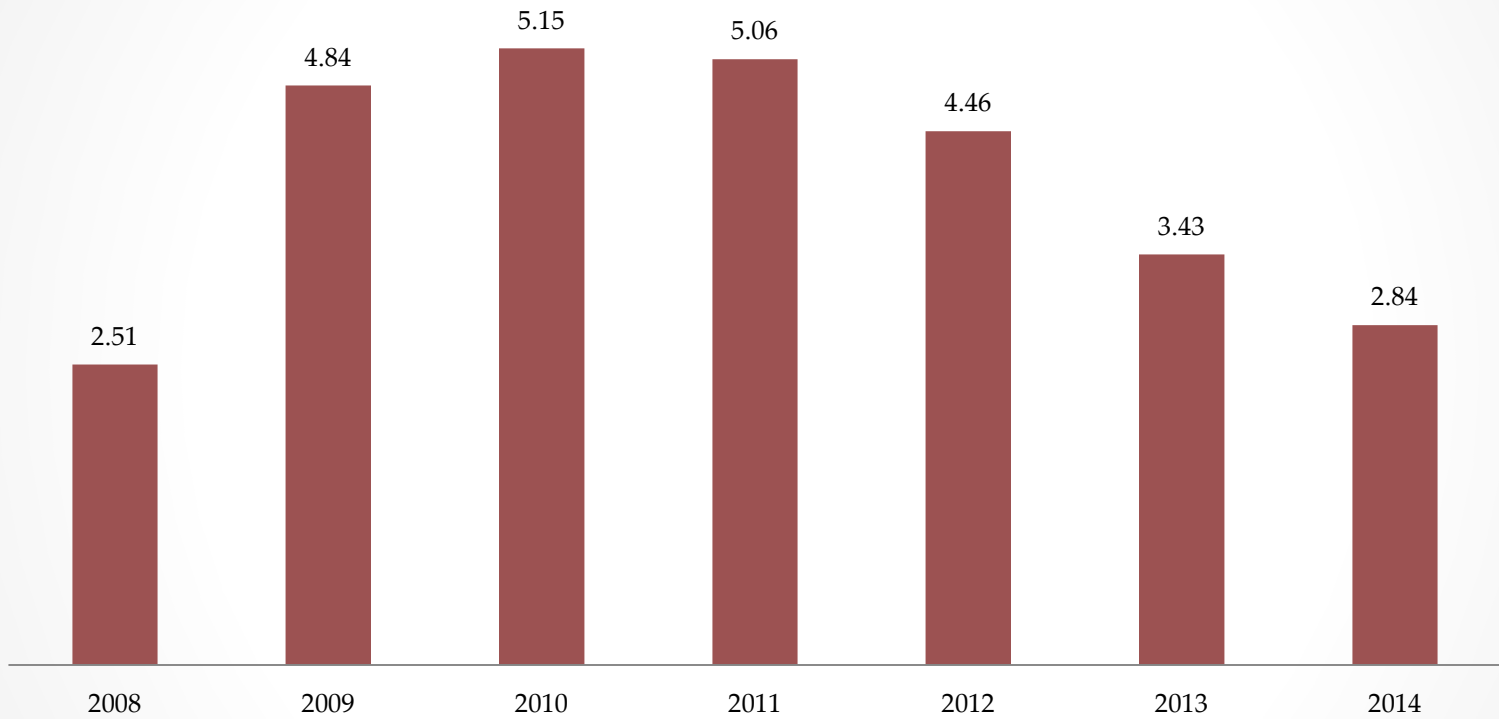
Category	High Priority	Low Priority	Total
Current Inventory	18	10	28
PIR	7	2	09
CCR	11	8	19
Pending/Hold	0	2	2
Deployed(Awaiting Next stage) /Ready for Production	0	0	0
Net Current Inventory	18	10	28

What's Next...

- Complete Windows 2008 upgrade project for non-MERITS servers
- Start Filenet P8/SQL 2008 upgrade (Phase II) Project charter
- Complete 2013 physical network/desktop inventory
- 2013 Desktop Replacements
- Complete Disaster Recovery Test with Business

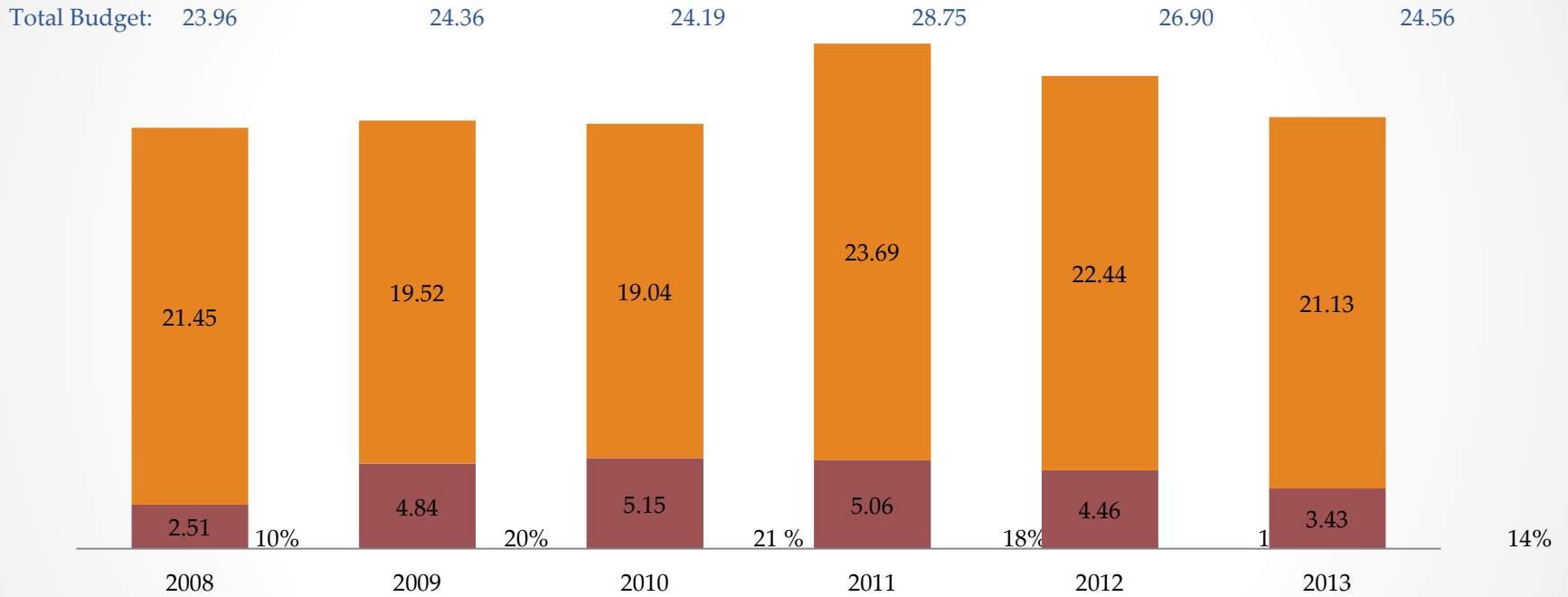
IT Budget

■ Budget (millions)



Non-IT Budget vs IT Budget

■ IT Budget (millions) ■ Non-IT Budget (millions)



Portfolio as of 4/12/2013

Project Health:	% Complete	Project Priority	Complexity (S / M / L)	Project Name	Project Mgr	Description	Strategic Goal: G1 - G7	Status:	External Vendor Required: Y/N	Actual Start Date	Target Completion Date	Actual Completion Date	Estimates (Hours)	Actuals (Hours)	Hours Variance = Estimates - Actuals	Total Hardware/Software & Labor Budget (\$)	Actual Spent-to-Date on Hardware/Software & External Labor (\$)	Estimate to Completion (ETC) (of Hardware/Software & External Labor Costs)	\$ Variance = Total Budget - (Actual + ETC)
G	99%	1	L	MPLM - Upgrade FileNet Software	Reid	Upgrade Workflow, Imaging, Scanning and Indexing Systems	G7	IP	Y	7/17/12	9/30/13 3/31/13		3746	1915	1831	\$271,000	\$97,287		\$173,713
G	85%	2	L	Unclaimed Property	Dugan			IP	N		5/31/13		N/A	1,124	N/A	N/A	N/A		N/A
Y	70%	3	L	External Insurance	Siddiqui	External Vendors for Insurance		IP	N	8/1/12	3/28/2013 5/31/2013		575	421	155	N/A	N/A		N/A
G		4		DR Test June	John			NS											
G		5		VCenter Upgrade	Raynal			NS			7/31/13								
G	65%	6	L	Win 2008 Upgrade	Raynal	Upgrade Virtual Servers to Windows 2008	G7	IP	N	12/20/12	5/8/13		532	290	242	N/A	N/A		N/A
G	60%	7	M	Application Optimization (Member Account Maintenance)	Manchu	Evaluate, assess and implement MERITS Software Optimization and Clean-up	G7	IP	N	6/19/12	10/15/13 9/30/2013		2,026	1,231	795	N/A	N/A		N/A
G	6%	8	M	Application Optimization (Generate Benefit Estimate)	Manchu	Evaluate, assess and implement MERITS Software Optimization and Clean-up	G7	IP	N	2/14/13	3/31/14		1,706	100	1,606	N/A	N/A		N/A
		9		FileNet P8 Upgrade				NS											
		10		809 Consolidation		Move ERS Network assets to 789		NS			12/31/13								

Green = On Target
 Yellow = On Watch List
 Red = Needs Management Attention

NS = Not Started
 IP = In Process
 OH = On Hold
 C = Complete

Organizational/Personnel Update

Administration and Operations Committee

Tuesday, April 16, 2013

- ERS Reclasses and Reorgs still in progress
- Permission to fill the vacancy of Network Administrator position was granted at the 4/4/13 Finance and Personnel Committee



Update: External Vendors for Insurance

- Background: Per the direction of the Board, ERS is investigating and implementing changes authorized by the HELPS Act that allows for certain Protective Service retirees to have health, vision, and/or dental deductions taken directly from their pension payments and routed to the vendor. Currently, this is only done for City-sponsored plans, but this functionality is being extended to outside vendors.
- Status:
 - Approved Project charter is in place
 - Continued communications taking place with legal counsel and one of the initial vendors (Source1)
 - Legal review of procedures, forms and agreements in progress
 - Initial requirements have been developed
 - System changes (MERITS) are in progress
- Next Steps:
 - Continue with programming changes
 - Develop Board rules
 - Target date for program implementation: May or June