

(REVISED 04/17/2024)

FOR DOA-PURCHASING DIVISION USE ONLY

CONTRACT

City of Milwaukee
Department of Administration
Purchasing Division

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

CONTRACT NO.:	B0000020203
DEPARTMENT:	MILWAUKEE POLICE DEPARTMENT
DATE OF AWARD:	MAY 23, 2024
PURCHASING AGENT:	MARINA LITVINETS
REQUISITION NO.:	0000020203
PURCHASE ORDER NO.:	PUR20203
FUND NO.:	0150

CONTRACT ☒ WILL BE PAID FOR WITH FEDERAL FUNDS.

SERVICE DESCRIPTION (General): REPUBLICAN NATIONAL CONVENTION (RNC) VENDOR SERVICE
CONTRACT FOR OPEN SOURCE INTELLIGENCE TOOL

TERM: ONE (1) YEAR FROM THE DATE OF AWARD WITH TWO (2) OPTIONS TO EXTEND FOR ADDITIONAL
ONE (1) YEAR PERIODS, UPON MUTUAL AGREEMENT

TOTAL AMOUNT OF CONTRACT: **Maximum Amount of Compensation Not to Exceed**
\$43,673.50 Dollars

THIS AGREEMENT, entered into by and between **ABAXENT, LLC** (hereinafter referred to as the "CONTRACTOR"),
and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY"),

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

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

This document:

- A. "City of Milwaukee Department of Administration – Purchasing Division 2024 Republican National
Convention (RNC) Terms and Conditions revised April 17, 2024." These Terms and Conditions include
Contractor’s obligation to indemnify the City.

Exhibits:

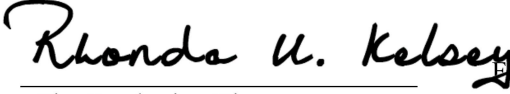

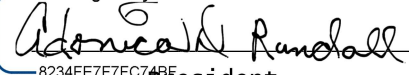
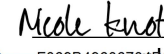
- B. ☒ Contractor’s Proposal Response Excluding the Exception to the City’s Terms and Conditions and/or Scope
of Work / **Exhibit No. 1**
- C. ☒ Babel Street, Inc. End User Subscription Terms / **Exhibit No. 2**
- D. ☒ Purchase Order PUR20203 / **Exhibit No. 3**

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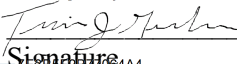
IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF MILWAUKEE, a municipal corporation:

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

<p>DocuSigned by:  Rhonda U. Kelsey City Purchasing Director 2FF147CAA0F4C8... 5/26/2024</p>		<p>By: _____</p>	<p>Address: _____</p>
<p>DocuSigned by:  Richard Bare Comptroller 9B0C5DE6FEC5454... 5/28/2024</p>		<p>Countersigned by: _____ For Bill Christianson</p>	<p>Address: _____</p>
<p>DocuSigned by:  Adonica Randall President 8234FE7F7FC74BF... 5/24/2024</p>		<p>By: _____</p>	<p>Address: _____</p>
<p>DocuSigned by:  Nicole Knott Director F069B4960670... 5/29/2024</p>		<p>Countersigned by: _____</p>	<p>Address: _____</p>

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

<p>DocuSigned by:  Travis Gresham 7F8B871064A4... 5/29/2024</p>	<p>Travis Gresham Printed Name 5/29/2024 Date</p>
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PLEASE NOTE: CORPORATIONS MUST COMPLETE THE FOLLOWING:

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

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

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

SIGNATURE

City of Milwaukee
Department of Administration – Purchasing Division
2024 Republican National Convention (RNC) Terms and Conditions

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

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

1. Definitions Applicable to these Terms and Conditions.

1.1. City is the City of Milwaukee.

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

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

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

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

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

1.7. Terms and Conditions are only those terms and conditions set forth in this document entitled “City of Milwaukee Department of Administration – Purchasing Division 2024 Republican National Convention (RNC) Terms and Conditions dated April 17, 2024.” For the avoidance of doubt, Terms and Conditions do not include any documents, attachments, exhibits, or documents other than those terms and conditions set forth in the document entitled “City of Milwaukee Department of Administration – Purchasing Division 2024 Republican National Convention (RNC) Terms and Conditions dated April 17, 2024”.

2. These Terms and Conditions apply to all City procurements. These Terms and Conditions, in their unaltered form, apply to any contract or service order resulting from this procurement unless: (1) individual amended terms are agreed to by both parties in writing, (2) the amended terms are printed on the cover sheet to the Contract, and (3) such amended terms are approved by City Attorney via signature. Pursuant to the Milwaukee Code of Ordinances, all City contracts must be reviewed and approved by City Attorney. City Attorney has preapproved these Terms and Conditions dated 04/17/2024, which are available on City Purchasing Division’s website. Any modification of these Terms and Conditions dated 04/17/2024 without written approval by the Office of the City Attorney shall render the Contract voidable at the sole discretion of City. If these Terms and Conditions are attached to or incorporated by reference into another contract document such as a purchase order or other similar procurement document and pages one (1) and two (2) of this document are not completed but are, instead, replaced with the purchase order or similar document, these Terms and Conditions apply to the contract created by the purchase order or similar document.

3. Additional Terms Disclaimer.

3.1. Click to Accept. No “click to accept,” “browse to accept,” or similar agreement that may be required for City or its officers, agents, contractors or employees (the “Users”) to access any software associated with this Contract shall be

*“City of Milwaukee Department of Administration – Purchasing Division 2024 Republican National Convention (RNC) Terms and Conditions”
revised April 17, 2024 – page 3*

valid. Only the provisions of this Contract shall apply to the Users for access to and use of any software associated with this Contract. None of Contractor's "terms of use" or "privacy policies" or other Contractor terms referenced in but not included with this Contract, including but not limited to web-based terms and conditions, shall apply.

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

4. Payment Terms.

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

4.2. Payment Monitoring Requirements. If the total amount paid under this Contract will be twenty-five thousand dollars (\$25,000) or more and this Contract includes a Small Business Enterprise (SBE) participation requirement, Contractor shall participate in mandatory training on the City of Milwaukee Office of Equity and Inclusion's Compliance Reporting and Certification System Software program ("Compliance Software"). The Compliance Software can be accessed at <https://milwaukee.diversitycompliance.com>. Contractor shall complete the Compliance Software training no later than thirty (30) days after the effective date of this Contract. Throughout the term of this Contract, Contractor shall immediately update Contractor contact information and shall report regular payment activity to SBEs in the Compliance Software. City is not in breach of this Contract and shall not be required to pay any interest pursuant to the section entitled "Prompt Payment" for any late payments that result in whole or in part from Contractor's failure to update its information or failure to otherwise provide accurate information to City through its Compliance Software. Contractor shall contact the Office of Equity and Inclusion at 414-286-5553 if it has questions or concerns regarding the Compliance Software.

5. Personnel.

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

5.2. Independent Contractors. Contractor is an independent contractor, and neither Contractor, nor Contractor's officers, employees or agents are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Contract shall be the sole responsibility of Contractor. City and Contractor form no joint venture or partnership under this Contract.

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

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

6. Living Wage Requirement.

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

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

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

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

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

7. Term and Termination.

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

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

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

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

7.5. Termination for Convenience of the City. City may terminate this Contract at any time for any reason by giving at least thirty (30) days' written notice to Contractor.

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

8. Records, Privacy, and Reports.

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

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

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

8.4. Confidentiality. All of the Documents are confidential and Contractor agrees that it will not, without prior written approval from City, make the Documents available to any individual, agency, public body or organization except as required by the Contract or by any applicable law or legal process. Upon City’s request, Contractor shall deliver all Documents to City and then destroy all copies of the Documents, whether in written, electronic or other form or media, in a commercially reasonable manner and shall certify in writing to City that all Documents have been returned to City and destroyed in a commercially reasonable manner at no cost to City. Contractor shall comply with all City’s directions regarding the return and/or destruction of the Documents within fourteen (14) days. Contractor shall notify City if it has knowledge of an unauthorized acquisition or use of the Documents as soon as possible, but no later than within one (1) business day of such knowledge.

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

8.6. Documentation of Costs. Contractor shall ensure that all fees and costs it incurs pursuant to this Contract are supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

9. INDEMNIFICATION AND DEFENSE OF SUITS.

9.1. INDEMNIFICATION OBLIGATIONS IN GENERAL. Contractor shall indemnify City and its officers, agents and employees for all losses, damages, costs, expenses, judgments, accrued interest, liabilities, or decrees arising out of any claim, action in a court, or proceeding before an administrative agency that is brought against City or any of its subcontractors, officers, agents, or employees for the acts or omissions of Contractor or any of its subcontractors, officers, agents, or employees in whole or in part in the performance of the covenants, acts, matters or things covered by this Contract, or for injury or damage caused by the alleged acts or omissions of Contractor or any of its subcontractors, its officers, agents or employees. City will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which Contractor has a duty to indemnify to Contractor or Contractor’s insurer and upon such tender it shall be the duty of Contractor and Contractor’s insurer to defend such claim, action, or proceeding without cost or expense to City or its officers, agents, or employees using counsel selected by Contractor and Contractor’s insurer and approved by City. Contractor shall not settle any claim, action in any court, or proceeding before an administrative agency relating to City unless City consents to the settlement in writing.

9.2. INTELLECTUAL PROPERTY INDEMNIFICATION. If any action in court, claim, or proceeding before an administrative agency is brought against City or any of its officers or employees due, in whole or in part, to the alleged infringement of or by Contractor of any copyright, license, trademark, service mark, logo, or other intellectual property, (collectively, “Claims”), Contractor shall indemnify City and its officers and employees from

all losses, damages, costs, expenses, judgments, or decrees to the extent arising out of such Claims caused by Contractor or one of its subcontractors, officers, employees or agents.

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

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

12. Entire Agreement, Amendments, Severability.

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

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

12.3. Effect of Regulations. Should any local, state or national regulatory authority having jurisdiction over City impose a valid and enforceable order upon City which has the effect of changing or superseding any term or condition of the Contract, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Contract shall remain in effect and be modified or terminated in the manner provided for by the section entitled "Severability."

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

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

14.1. Certificate of Insurance Required. A certificate of insurance acceptable to City must be provided prior to final execution of this Contract. Any certificate of insurance provided to City shall accurately state that the issued insurance policies

meet the requirements outlined below and must be an original certificate issued by a company licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Contractor shall send City a current and valid Certificate of Insurance and/or Policy within fourteen (14) days of any request by City. Immediately upon any material change to Contractor's insurance coverage, Contractor shall send City an updated Certificate of Insurance and/or Policy.

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

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

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

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

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

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

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

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

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

REQUIRED?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED
Yes	Worker's Compensation (City does require Worker's Compensation coverage for Sole Proprietorships)	Statutory Limits
Yes	Employer's Liability	Each Accident: \$100,000 Disease – Policy Limit: \$500,000 Disease – Each Employee: \$100,000 • Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.

Yes	Commercial General Liability	<p>Each Occurrence Limit: \$1,000,000 General Aggregate: \$2,000,000</p> <p>Products-Completed Operations Limit: \$2,000,000 Personal and Advertising Injury Limit: \$1,000,000</p> <ul style="list-style-type: none"> • Coverage must be equivalent to ISO Form CG0001 or better. • Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers. • Coverage must apply to independent contractors and contractual liability. • Coverage must apply on a primary and non-contributory basis.
Yes	Automobile Liability	<p>Bodily Injury: \$1,000,000 per person \$1,000,000 per occurrence</p> <p>Property Damage: \$1,000,000 per occurrence</p> <p>Or Combined Limit: \$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • If Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9). • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers. • Coverage must include contractual liability for risks assumed in this contract. • If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.
Yes	Professional Liability	<p>\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • Coverage must remain in effect for a period of not less than two (2) years beyond the termination date of the contract. • If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two (2) years, if the replacement insurer will not preserve the original retroactive date. • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
Yes	Umbrella (Excess) Liability	<p>\$5,000,000 per occurrence \$5,000,000 aggregate</p> <ul style="list-style-type: none"> • Must provide coverage in excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages (inclusive of the amendments stated above).
No	Crime Insurance	Employee Dishonesty: \$500,000 per loss

		<ul style="list-style-type: none"> • Must provide coverage for Third Party Employee Dishonesty.
No	Pollution Liability	<p style="text-align: right;">\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
Yes	Cyber Insurance	<p style="text-align: right;">\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> ○ Regulatory Fines & Penalties ○ PCI Fines & Penalties ○ Cyber Extortion/Ransomware ○ Business Interruption ○ Data Reconstruction ○ Media/Website Liability ○ Breach Response Mitigation <ul style="list-style-type: none"> ▪ Forensic investigations ▪ Legal expenses ▪ Notifications ▪ Identity monitoring
No	Garage Liability	<p style="text-align: right;">At least \$1,000,000</p> <ul style="list-style-type: none"> • If not included in the Commercial General Liability Policy
No	Garage Keeper's Liability	<ul style="list-style-type: none"> • Coverage amount shall be equal to the total replacement value of the vehicles to be serviced and on premise at any one time.

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

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

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

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

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

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

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

21. Assignability. Contractor shall not assign or transfer any interest in this Contract in any manner without the written consent of the City's Purchasing Director, provided, however, that claims for money due or to become due to Contractor from City under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the City Purchasing Director.

22. Law and Safety.

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

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

22.3. Material Safety Data Sheets. If any item on this order is a hazardous chemical, as defined under OSHA 29 C.F.R. 1910.1200, or an infectious agent, as defined by §101.58, Wis. Stats., the vendor shall include the appropriate Material Safety Data Sheet(s) as specified below, and with the initial shipment and with the first shipment after a Material Safety Data Sheet is updated. The vendor shall send the initial or updated Material Safety Data Sheet(s) with a complete container, partial container or single product. The vendor, distributor or manufacturer may make access to Material Safety Data Sheets available online via its website; however, Material Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet State of Wisconsin and United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements. In addition, Contractor shall supply any material relating to the safe use of this material and hazards associated with its use, including, but not limited to, installation procedures and personal "protective" equipment requirements. All hazardous components shall be identified. All data sheets must have the corresponding city purchase order number/vendor contract number clearly printed on the first (1st) page. Sheets must be sent to the City Purchasing Director or Department prior to the shipment of the material. No payments are required to be made until the material safety data sheets are received.

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

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

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

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

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

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

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

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

26. **Taxpayer Identification Number.** Contractor must provide accurate information related to its taxpayer identification number. If incorrect information is provided and Contractor fails to adequately and timely respond to City's

efforts to obtain corrected information, City may impose a fee equal to City's added costs for meeting backup withholding requirements. This sum may be deducted from payments owed to Contractor pursuant to this or other contracts, or may be billed separately. Failure to cooperate with City in this regard, or failure to pay a fee imposed under this provision, could result in Contractor being barred from participating in future City contracts.

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

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

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

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

28.3. Price.

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

28.3.2. Increases. Subject to the conditions of this subsection, if, through no fault of Contractor, limited supplies or general inflation result in increased prices incurred by Contractor for the goods, supplies, materials, or equipment purchased pursuant to this Contract (collectively the "Goods") after the first (1st) calendar year beginning on the Effective Date of the Contract and every anniversary of the Effective Date thereafter ("Year") of this Contract, Contractor shall be entitled to request an increase in the price paid by City moving forward. The request must be made to City at least sixty (60) days in advance of the requested effective date of the increase and must be approved by City prior to the increase taking place. Contractor shall only be allowed to request an increase once during every Year regardless of whether such increase is ultimately approved by City. Any individual increase will be the lesser of (1) the actual increase in the cost of Goods over the past twelve (12) months, or (2) fifteen percent (15%) of the original contracted price of Goods during the first (1st) Year of this Contract. The increase shall be contingent on City appropriating sufficient funds to pay the increased price. Contractor must provide evidence of the price increase to City's Purchasing Director sufficient to demonstrate that, in the Director's sole discretion, the increase in cost to City is justified by the evidence prior to any increase being approved by City. This clause shall not apply to any "discount from list" agreements. Denial of any request to increase the price does not constitute grounds to terminate this Contract.

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

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

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

28.4. Delivery and Packing.

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

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

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

29. Green Contracting.

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

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

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

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

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

These terms apply and bind Contractor in addition to those terms listed above.

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

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

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

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

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

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

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

37. Energy Efficiency. Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

38.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

45. Equal Employment Opportunity. If this is a “federally assisted construction contract,” as defined by 41 C.F.R. Part 60-1.3, except as otherwise provided in 41 C.F.R. Part 60, in its performance under the Contract, the 41 C.F.R. Part 60-1.3 shall comply with the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The text of 41 C.F.R. 60-1.4(b) is available upon request.

46. Termination for convenience. If this Contract is for an amount in excess of ten thousand dollars (\$10,000) and it lacks a termination for convenience clause, the following applies: *City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.*

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

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

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

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

200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

51. Prohibition against Restrictions on Reporting. Contractor shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

52. SAM.gov. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, and Appendix A to 2 C.F.R. Part 25 are hereby incorporated by reference.

53. Drug Free Workplace. Governmentwide Requirements for Drug-Free Workplace, 28 C.F.R. Part 83.635 are hereby incorporated by reference and bind Contractor.

54. New Restrictions on Lobbying. New Restrictions on Lobbying, 28 C.F.R. Part 69 are hereby incorporated by reference and bind Contractor.

55. Federal environmental laws. Generally applicable federal environmental laws and regulations are hereby incorporated by reference and bind Contractor. Upon request, Contractor shall assist City in complying with the National Environmental Policy Act (NEPA), the National Historical Preservation Act, and other related federal environmental impact analyses required by the use of award funds by City.

56. Federal antidiscrimination laws statutes. Additionally, the federal statutes and regulations prohibiting discrimination are applicable to this Contract and bind Contractor, include, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Department of Justice's implementing regulations at 28 C.F.R. Parts 42. Additionally, by signing this Contract or Amendment, as applicable, Contractor certifies that:

The contractor or subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Justice's Title VI regulations, 28 C.F.R. Part 42, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., and herein incorporated by reference and made a part of this contract or agreement.

b. 28 C.F.R. Part 42, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the Department of Justice's implementing regulations at 28 C.F.R. Part 42, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

57. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

58. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

59. Buy America Preferences for Infrastructure Projects. Pursuant to 2 CFR Part 184, Contractor shall comply with the Build America Buy America Act (BABA) and the Buy America Preference (BAP) when purchasing covered goods. Contractor shall assist City with certifying compliance with those regulations.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three (3) year period preceding this proposal, bid, or agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
4. Have within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

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

I hereby certify as stated above:

DocuSigned by:
 5/24/2024
 Signature Date

President Adonica Randall
 Print Title and Name of authorized representative

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

 Signature Date

 Print Title and Name of authorized representative

EXHIBIT 1

City of Milwaukee

Department of Administration – Purchasing Division

Request for Proposal (RFP) #20203



Republican National Convention (RNC) Vendor Service Contract for Open Source Intelligence Tool

Marina Litvinets, Procurement Specialist

(414) 286-2392

mlitvi@milwaukee.gov

Submissions must be submitted on the Bonfire portal prior to the closing time of
Tuesday, April 9, 2024 at 4:30 PM CT

RFP #20203**RNC Vendor Service Contract for Open Source Intelligence Tool****PLEASE COMPLETE**

Vendor Company Name: Abaxent, LLC	Purchasing Agent: Marina Litvinets
	Phone: 414-286-2392
Address: N28 W23050 Roundy Dr., STE. 200 Pewaukee, WI 53072	E-Mail: mlitvi@milwaukee.gov
	RFP Closing Date: Tuesday, April 9, 2024
	RFP Closing Time: 4:30 PM CT

Ship to Address: Milwaukee Police Department 749 W. State Street, Room 706 Milwaukee, WI 53233	Bill to Address: Milwaukee Police Department 749 W. State Street, Room 706 Milwaukee, WI 53233
--------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

IMPORTANT: RFPs must be submitted in accordance with the “RFP Submittal” section of this solicitation. The website for submitting RFPs is <https://cityofmilwaukee.bonfirehub.com/opportunities/122961>. RFPs submitted via email directly to the Purchasing Agent will be rejected. **This contract will be federally funded.**

Documents incorporated into this Request for Proposal:

- Plans and/or specifications associated with this Request for Proposal located on the City of Milwaukee, Department of Administration – Purchasing Division’s “Current Bid Opportunities” webpage, <http://city.milwaukee.gov> > Directory > Purchasing Division > Current Bid Opportunities, specifically: Scope of Work dated February 21, 2024.
- The “City of Milwaukee Purchasing Contract Including Terms and Conditions” revised October 24, 2022, which can be found on the City of Milwaukee, Department of Administration – Purchasing Division’s “Policies & Procedures” webpage, city.milwaukee.gov/Purchasing > Policies & Procedures.

RFP Information

Republican National Convention (RNC) Vendor Service Contract for Open Source Intelligence Tool for one (1) year from the date award with two (2) options to extend for additional one (1) year periods.

RFP Requirements

**** Hard copies of proposals should not be submitted. ****

A. Invitation:

Upload your submission at:

<https://cityofmilwaukee.bonfirehub.com/opportunities/122961>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Tuesday, April 9, 2024 at 4:30 PM CT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

All proposals received after the specified closing date and time will be rejected.

Proposals will be made available for review only after all interviews have been conducted and a contract has been fully executed.

Failure to submit the proposal in the manner described herein may result in proposal rejection.

RFP #20203**RNC Vendor Service Contract for Open Source Intelligence Tool****Important Notes about Bonfire:**

- Each item of Requested Information is instantly sealed and will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Java script must be enabled.

Addenda to the RFP

1. Any changes made as a result of a written request will be issued via an addendum, and, if necessary, an extension will be made to the RFP closing date. Any addenda will be posted on the Bonfire Portal. Proposers are responsible for checking Bonfire for any future addenda, etc., prior to the RFP closing date. All addenda must be signed and returned by the RFP closing date and time. Proposers who do not return the addenda may have their proposal rejected. Electronic signatures are acceptable. If you are unable to access the internet, contact the Purchasing Division at 414-286-3501 to obtain a hard copy.

Award Statement

Award will be made to one (1) or more of the top three (3) highest scoring proposers whose proposal response is determined to be the most advantageous to the City, taking into consideration the score of the proposal based on the following criteria and weights:

PASS/FAIL CRITERIA: Compliance with "Response Requirements," "Structure of Proposal," and "Project Timeline" (in the Scope of Work).	PASS/FAIL
Timeliness of Training Schedule	15 Points Maximum
Ability to Meet License Number Requirements	10 Points Maximum
Depth of Search Functions	10 Points Maximum
Ability for Real-Time Alerts	10 Points Maximum
Ability to Provide Data Visualization to Interpret Findings	10 Points Maximum
Reveal or Decipher Hidden Connections / Relationships Online	10 Points Maximum
Ability to Extract Data from the Dark Web	10 Points Maximum
Merge Open Source Intelligence (OSINT) with Geographical Information Systems (GIS)	5 Points Maximum
Collect or Identify Information in Different Languages	5 Points Maximum
Proposer's Cost Proposal	15 Points Maximum

RFP #20203**RNC Vendor Service Contract for Open Source Intelligence Tool**

Bonus Points: This RFP does not include mandatory Small, Minority, Women Business Enterprise (SMWBE) and Labor Surplus (LSA) participation requirements. However, proposers who partner with a City certified SBE, MWBE or LSA firm may receive up to five (5) additional points for SMWBE or LSA participation. Your proposal must document the participation of the SMWBE or LSA firm. In addition, SBE Form A must be completed and submitted with your proposal. For further information regarding SMWBE or LSA participation, contact the Office of Equity & Inclusion (OEI) at 414-286-5553.	Up to Five (5) Additional Points
Bonus Points: Proposers who submit a Socially Responsible Proposer (SRC) Affidavit of Compliance, and are found to be compliant, shall be awarded an additional number of points equal to 5% of the maximum number of points used in the evaluation of RFPs. For more information regarding the SRC Program click here , SRC forms are available on the City's Purchasing Division website.	Up to Five (5) Additional Points

1. **RFP Bonus Points.** All requests for RFP bonus points **must be supported by the appropriate affidavit** found at city.milwaukee.gov/Purchasing > Forms & Affidavits. See Award Statement and RFP Award Criteria in the Scope of Work.

Note: Local preferences will not be used in the evaluation of solicitations that may be funded with federal funds.

2. **What to Include in Your RFP.** Failure to submit the RFP in the manner described herein can result in RFP rejection.
 - A. This completed Invitation document.
 - B. The Proposal Response in accordance with the RFP Requirements specified in the Scope of Work or Services.
 - C. The Cost Proposal should remain in a separate, single section clearly marked "COST PROPOSAL DOCUMENTS".
 - D. A performance bond will be required covering the full cost of system development and implementation and will be in place until final acceptance of the system. The language of the bond must be approved by the City: **None**
 - E. Signed RFP addenda, if any.
 - F. Slavery Disclosure Affidavit, if applicable, found at: city.milwaukee.gov/Purchasing > Forms & Affidavits.
 - G. Form W-9. The City of Milwaukee uses the information from the contractor's Form W-9 for set-up and continued maintenance of tax information. The Form W-9 is a required form to ensure payment can be made and any appropriate reporting performed in the event of an RFP award. Blank copies of the W-9 form are available from the Internal Revenue Service (<http://www.irs.gov>).
 - H. Affidavits supporting any requested RFP preferences, found at: city.milwaukee.gov/Purchasing > Forms & Affidavits.

RFP #20203**RNC Vendor Service Contract for Open Source Intelligence Tool****Questions**

Any questions, clarifications, etc. must be submitted, *in writing, via the Bonfire Portal* no later than March 25, 2024 at 2:00 PM. Requests received after that time will not be considered.

No Contact with Other City Staff

Proposers are specifically directed not to contact any City of Milwaukee staff other than the Purchasing Agent for meetings, conferences, or technical discussions related to this RFP. Unauthorized contact of any City Department employee is a cause for rejection of the Proposal Response. Any additional information or clarifications provided to one (1) Proposer will be provided to all Proposers in the form of an addendum posted to the City's web site (bids pending page).

Proposer's Contact Person(s)

Contact person for order placement:

Name: Erin Turner Phone: 763-358-3291
E-Mail: eturner@abaxent.com Fax: _____

Contact person for signature of contract:

Name: Adonica Randall Phone: 414-587-2950
E-Mail: arandall@abaxent.com Fax: _____

Insurance Requirements

The successful Proposer will be required to provide a certificate of insurance acceptable to the City of Milwaukee evidencing appropriate insurance coverage is in effect. An acceptable certificate of insurance must be provided to the City of Milwaukee prior to contract execution. In addition, updated certificates must be provided showing appropriate insurance coverage throughout the term of the contract.

Please refer to the Insurance Requirements (Section 14) of the City's Terms & Conditions revised October 24, 2022.

Small, Minority, Women Business Enterprises (SMWBE) and Labor Surplus Area (LSA) firms Participation

Has your business been certified as a Small Business Enterprise (SBE) by the City of Milwaukee's Office of Equity and Inclusion (OEI) or a Women Business Enterprise (WBE); Minority Business Enterprise (MBE) or designated as an LSA firm?

☒ Yes ☐ No

This RFP does not include mandatory Small, Minority, Women Business Enterprise (SMWBE) and Labor Surplus (LSA) participation requirements. However, proposers who partner with a City certified SBE, MWBE or LSA firms may receive up to five (5) additional points for SMWBE or LSA firm participation. Your proposal must document the participation of the SMWBE or LSA firm. In addition, SBE Form A must be completed and submitted with your proposal. For further information regarding SMWBE or LSA participation, contact the Office of Equity & Inclusion (OEI).

Office of Equity and Inclusion
City of Milwaukee
200 E. Wells Street, Room 606
Milwaukee, WI 53202
414-286-5553

RFP #20203**RNC Vendor Service Contract for Open Source Intelligence Tool****Cooperative Purchasing**

1. Would you be willing to extend the pricing from any contract that may result from this RFP to other V.A.L.U.E. (Volume Acquisition and Large Uniform Expenditures) members of local government entities in the Southeastern Wisconsin area, including but not limited to, the Milwaukee Metropolitan Sewerage District (MMSD) and/or Milwaukee Public Schools (MPS)?

☒ Yes
 ☐ No
2. Please be advised that the award of this RFP by the City of Milwaukee is not contingent upon your agreement to the above request. If, however, you agree to extend to any other agencies, each agency will be responsible for issuing and administering its own contract and resulting purchase order.

Tips for Responders

Below is a list of common items that may result in the City of Milwaukee deeming your proposal to be non-responsive / non-compliant:

- Not fully completing and/or signing the binding signature page.
- Not providing the required addendums with your proposal.
- Not completing or submitting the required attachments (SBE requirements, Affidavits of Compliance, Living Wage Affidavit, etc.) and returning them with the proposal.
- Proposal not received prior to the proposal closing date / time.
- Not submitting a quote for all line items or an entire group. Read the award statement carefully.
- Taking exception to the RFP requirements or specification(s) without approval from the Purchasing Division.
- Not submitting the specification with your proposal, when the City requires responders to indicate whether they comply with specific items in the specification.
- Providing a price list that is different than the pricing information requested.
- Not providing a warranty statement when required, or providing one that conflicts with the City's specifications.
- Not providing descriptive literature when required.
- Submitting pricing information for a brand or part number different than requested when there is "no substitute" indicated.
- Not providing pricing in the correct units of measurement indicated on the Request for Proposal.
- Not having a service facility within the physical distance indicated in the Request for Proposal.
- Failure to submit your proposal in the sequence detailed in the "Proposers and/or Bidders Submission Checklist".

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

RFP #20203**RNC Vendor Service Contract for Open Source Intelligence Tool****Binding Signatures for RFP and Contract**

The undersigned Proposer, by its authorized person signing below, proposes to furnish the services, work, material, labor, or material and labor combined described above at the prices named above in accordance with the plans and the terms and conditions as set forth in the RFP, the Standard Terms and Conditions, the City contract, and if its Proposal is accepted, the Proposer agrees to all provisions set forth herein will become binding as part of a contract upon the fulfillment of all conditions precedent set forth herein. Proposer further assures that, if the Proposer's performance is contingent upon the acts of another party, the Proposer has the necessary commitment to complete the contract.

This agreement constitutes the entire agreement between the parties relating to the subject matter of this agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

This binding signature page must be completed in its entirety, and it must be fully-signed, or your RFP may be rejected. Electronic signatures are acceptable. Your signature will signify your agreement to all pricing, terms and conditions stated herein. Respondents are required to complete and return all RFP pages with their response.

CONTRACTOR		
R E Q U I R E D	Proposer's Firm:	Abaxent, LLC
	Address:	N28 W23050 Roundy Dr., STE 200
	City, State, Zip:	Pewaukee, WI 53072
	Telephone:	414-587-2950
	Fax:	
	E-Mail:	arandall@abaxent.com
	Federal ID #	02-0591358
	Date:	Apr 5, 2024
	Signature:	<i>Adonica Randall</i>
	Printed Name:	Adonica Randall
	Title:	Owner/CEO
	Witness Signature:	<i>Nicole Knott</i>
	Printed Name:	Nicole Knott
Title:	Director of Business Enablement	

FOR OFFICIAL CITY USE ONLY	
Signed by: CITY OF MILWAUKEE, a municipal corporation	
By:	<i>Rhonda U. Kelsey</i>
Date:	City of Milwaukee Purchasing Director 2FF147CAAA0F4C8... 5/26/2024
Countersigned by: For Bill Christianson	
By:	<i>Richard Bare</i>
Date:	City Comptroller 9B0C5DE6FEC5454... 5/28/2024



Request for Proposal No. **20203**

RNC Vendor Service Contract for Open-Source Intelligence Tool Republican National Convention (RNC)

4/9/2024

Contact:

Erin M. Turner

Abaxent, LLC

N28W23050 Roundy Drive

Suite 200

Pewaukee, WI 53072

Phone: (763) 358-3291

eturner@abaxent.com

Abaxent, LLC – A Brief History

Abaxent is a 22+ year old technology broker and solutions company, that connects buyers and sellers of technology products and services. We approach business uniquely through a dynamic network of partners that can easily adapt and grow to meet the specific needs of your organization. Our national ecosystem of partnerships provides a wealth of expertise and resources that we leverage to deliver customized solutions efficiently and cost-effectively. By combining all of our strengths, we offer versatile and scalable solutions that can address your organization's challenges with speed and precision.

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Confidentiality Agreement

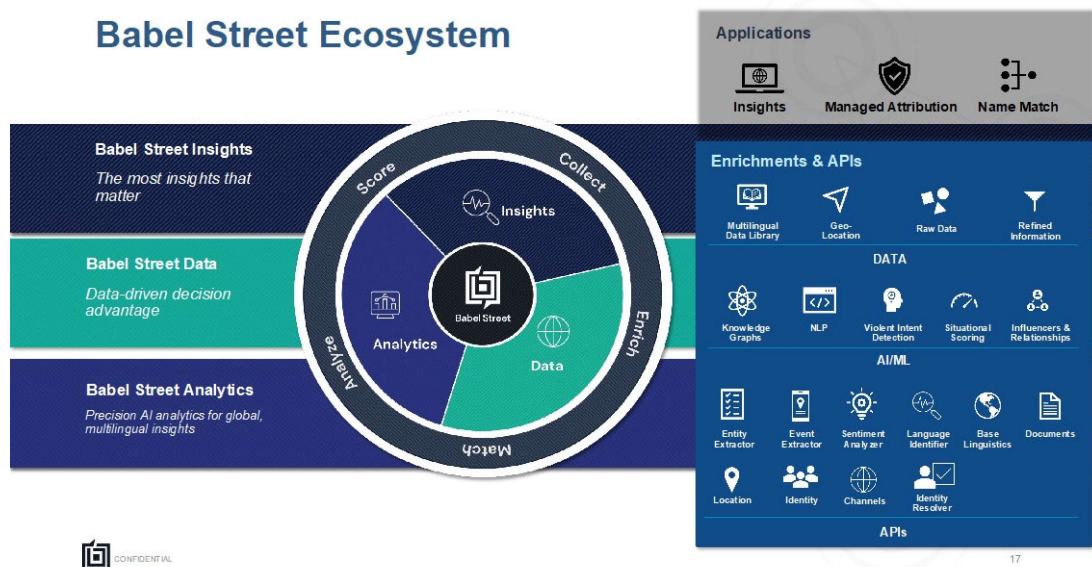
Each party to this Agreement may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement, except as may be necessary to comply with the laws or a court having proper jurisdiction.

Project Overview

This RFP Proposal reflects the services and material to be provided by Abaxent, LLC, hereinafter referred to as "Abaxent" for Republican National Convention (RNC), hereinafter referred to as "Customer."

Software Description

Abaxent recommends Babel Street®, Inc. (Babel Street) cornerstone intelligence Software-as-a-Service (SaaS) tools, Babel Street Insights (Insights) and Babel Street Synthesis (Synthesis), in response to the City of Milwaukee's solicitation for an Open-Source Intelligence Tool (OSINT). As your trusted technology partner offering the world's most advanced identity intelligence and risk operations, we look forward to the opportunity to support the City of Milwaukee's Police Department (MPD) prior to and during the 2024 Republican National Convention. Insights and Synthesis, part of the Babel Street Ecosystem, meet and exceed each of the MPD's technical requirements, searching across numerous different publicly available data sources and delivering best in class threat monitoring solutions. In an environment where threats are constantly evolving, Babel Street shares the MPD's mission and commitment in implementing the extraordinary security and safety measures required by this national event.

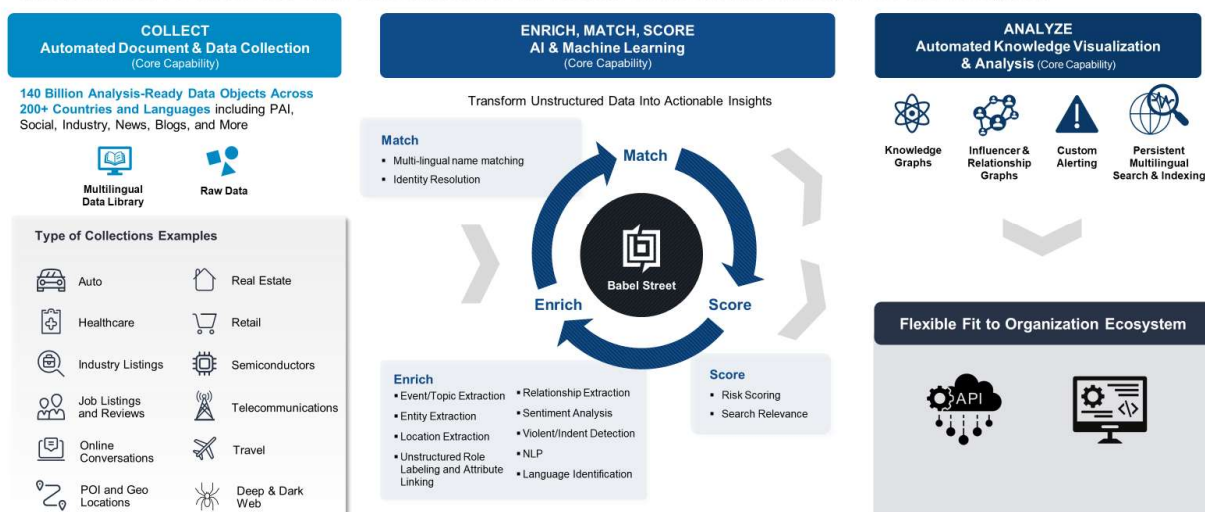


The Babel Street Ecosystem, represented in the figure above, encompasses how Babel Street has evolved into a platform that provides customers with the security they need when analyzing publicly available information (PAI). Specializing in global, AI-powered identity and threat intelligence solutions, Babel Street maintains a broad customer base across the U.S. Armed Forces (USAF) to include combatant commands, U.S. Intelligence Community (IC), other U.S. Federal Government departments, "Five Eyes" international partners, academic institutions, state & local law enforcement, and private industry. The team is comprised of software developers, data scientists, business leaders, and former senior military officers each with experiences across the USAF, Special Operations, global coalitions, IC, law enforcement, homeland security, and the private sector.

Babel Streets' primary platform, Babel Street Insights, empowers users to extend their search to the farthest corners of the globe, netting data beyond the traditional scope of PAI in a safe and secure environment. It opens the door to enriched and standardized PAI data from over 220 countries. Leveraging an expansive network of IPs, data feeds are discreetly aggregated locally at scale. Paired with AI-powered multilingual analytics capabilities, users can seamlessly interpret and analyze data across 200 languages.

Powerful Data Engine Enhanced by Intelligent Automation

Comprehensive Data Drives Back-end Automation for Precise and Accurate Identity & Threat Intelligence



Babel Street Insights

Intuitive data visualizations include knowledge, influence, and relationship graphs to empower analysts to quickly understand and analyze complex data. User identity is anonymized while using the platform, and all user activity is attributed to Babel Street. As users search, Babel Street Insights conducts a high volume of queries across multiple data sources, making specific user queries impossible to discern.



Babel Street Insights offers advanced features for data analysis and investigation to close the risk gap. Babel Street developed best-in-class methods for language detection, entity extraction, sentiment analysis, and event awareness. Users can search in over 200 languages with sentiment scoring available in 50+ languages. Machine translation preserves the contextual meaning of the language allowing users to explore this context in different languages. Advanced identity resolution tools offer unparalleled precision against billions of profiles and attributes, adding certainty to identity intelligence operations and minimizing risk. Extensive global screening tools strengthen risk management strategies by querying against nearly 2,000 actively updated watch lists. APIs allow easy integration of enriched data into existing systems, while AI accelerates investigations and uncovers connections.

Babel Street Synthesis

As an integral social network tool within the platform, Babel Street Synthesis pinpoints key online influencers, allowing investigators to explore networks from a powerful starting point. Rapidly exposing and unlocking their web of relationships delivers crucial information in a matter of minutes. Visualized mapping unearths influencers who have the greatest impacts on organizations, senior leaders, and world events. Advanced algorithms score and prioritize critical online entities to measure this influence, bringing to the forefront obscure identities that make up their network. Link analysis, geographic heat maps, topic clusters and attribution graphs all expose connections revealing patterns down to the time and day, mapping them accordingly. This visualization opens a window into the complexities of their network, showing how far their influence reaches while tracking how the network continues to grow and evolve.

Technical Requirements

Number of Licenses: Five (5)

To provide the City with the best value offering, Abaxent is proposing a total of five (5) licenses for Babel Street Insights Platform including Babel Street Synthesis.

Merge OSINT data with GIS data for searching within geographically defined locations and provide geo-location tags on sources when available.

Babel Street's geo-analysis includes updated mapping technology, overlays events of interest, and the ability to visualize geo-based data enrichments on a map. Users have access to several geo capability features in Babel Street Insights. Geolocation search within Insights gives users the capability to create custom geo-fencing bounded boxes, pairing these with keywords searches provides rapid insights to posts within that specific geographic location. This feature is available for both persistent and ad-hoc searching.

Babel Street has developed a new geo-inferencing capability to identify locations inferred in public posts. This feature enhances a users' geo-related analysis because they are no longer simply relying on only geo-tagged posts, which have become rare in recent years.



Insights enhance users' geo searches and analysis with the use of a multilingual ontology. For example, the term "Washington DC" contains 873 unique representations across 201 languages. This includes various representations in English, Spanish, Russian, Chinese, Arabic, French, and Korean.

Obtain real-time updates/alerts for identified threat actors.

The Republican National Convention, a special security event, is highly visible and widely discussed online. Providing security in 2024 looks very different from years past as a direct result of the overwhelmingly high volume of online interactions. The alerting capabilities provided by Babel Street Insights serve as a vital beacon for investigators, allowing them to swiftly move on any actionable intelligence provided.

Babel Street Insights provides users with various update and alerting options to bring the most relevant information to the surface. Users can receive alerts as notifications within the Insights platform and as email alerts to the user outside of the platform. Users can update and modify their search criteria by curating custom alerts to ensure they are capturing quality returns.

Additionally, users have complete control of how often they receive alerts through the following three options:

- **Instant Alerts:** Near real-time email alert for each new document
- **Daily Alerts:** A daily email alert including all new document activity.
- **Volume Alerts:** Email alerts are sent when there is a significant dip or spike in the number of documents.

Babel Street Insights provides extensive persistent search capabilities to monitor or search across multiple platforms simultaneously and receive alerts when results of interest, i.e., mentions of high-profile events, are returned. A persistent Document Search on an identified threat actor continuously monitors filtered topics actor is publicly engaging in. By establishing a persistent collection via user-built filters/queries, users can not only increase their data access and insight, but they can also automate the rote aspects of analysis.

No longer are analysts manually checking multiple data sources to identify changes as Babel Street Insights persistently and autonomously collects, ingests, and alerts users when new information is available, dramatically increasing the efficiency and effectiveness of each analyst. Insights foster team collaboration allowing filtered results to be shared among a team of users within their own platform. For instance, a power user can act as a team hub, creating the queries and sharing these filters with others within their team.

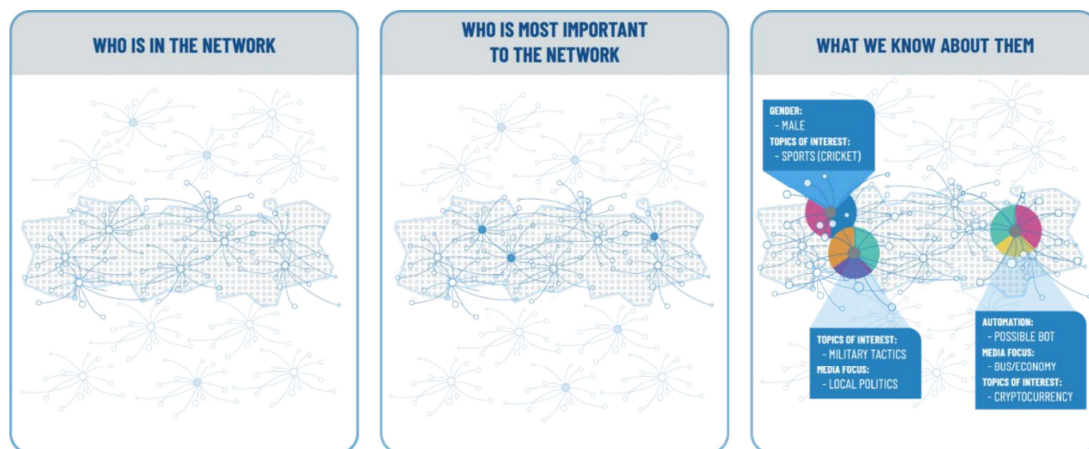
Reveal/Decipher hidden connections/relationships online.

Synthesis is a patented AI-powered solution empowering teams to visualize unstructured relationship data, such as social media, to identify the key influencers with the greatest potential to impact organizations, senior leaders, or world events. Synthesis allows the City to conduct an automated relationship network exploration using only a few keywords or known influencer accounts. In minutes, Synthesis will explore all their relevant connections – even in the hundreds of thousands. The City can use Synthesis to evaluate how each account identifies, engages, and associates to determine whether further investigation is necessary.

Furthermore, Synthesis allows the MPD to understand the profile of key influencers based on attributes, such as person/organization, location, occupation, interests, areas of influence, and communication style, which are automatically tagged for millions of accounts using an AI model, while still giving the City the option of manual tagging. These tags are searchable, and color coded in a visualized relationship graph displaying known and newly discovered influencers. Relationship graphs that took days or weeks to build manually will take the City only minutes, saving valuable time and allowing for quick, informed action when it matters most.

This visualized relationship graph is an example of the multitude of visualization tools available for the City of Milwaukee to use in its protection of the RNC, making analyses more accessible and allowing the City to uncover new directions to make any necessary investigations as productive as possible. Synthesis allows the City to aggregate data to see group connections based on entities with shared attributes. The city will be able to analyze posts with a heat map based on their location or time of day/day of the week or filtered by user criteria. Trending topics can be viewed through word clouds displayed through Synthesis.

Revealing these connections allows the City of Milwaukee to then run further searches through Babel Street Insights using the details learned through Synthesis to develop a more nuanced and comprehensive understanding of any connections related to the City's searches.



Babel Street Insights provides visualization tools that reveal relationships and connections.

Collect/Identify data from different languages.

Babel Street Insights' multilingual search tools will enable the city to swiftly find what matters most from massive publicly available information. The Insights search bar adds AI and data enrichment, such as keyword synonyms and translations, to invisibly expand every query to find more relevant results. On-demand machine translation of results removes language barriers.

Babel Street Insights' unique cross and multilingual search capability automatically enhances searches with related terms across more than 200 languages and can also disambiguate transliterated names. This allows for expert-level queries without expert-level knowledge. Babel Street Insights ensures maximum recall of information allowing for more robust, follow-on analysis and improves fidelity of search during investigations. An example of this is the term 'tiger':

- The technology makes the connection between 'tiger' in English with **тигр** – Russian (Русский)
- Or 'rhino' in English with **الخرتيت** in Arabic
- Or 'shark' in English with **鯊魚** in Chinese.

Manually trying to connect and generate searches and interpret multi-lingual results without a proven system is a consequential drain on limited investigative resources. Babel Street's proven approach can be a major enabler in optimizing time-to-critical-results.

Safely extract data from the dark

Babel Street additionally offers a unique and expansive approach to the deep and dark web, which accounts for the majority of digital content. Since the dark web is not indexed and therefore not as easily searchable as the surface web, Babel Street approaches dark web collection as following:

- Users can employ Babel Street Insights' proprietary web scraper to passively collect on deep and dark web sites in a non-attribution environment.
- Since many deep and dark websites have anti-crawling mechanisms in place and/or user login requirements, collection on the dark web must derive from third-party data providers specializing in dedicated dark web collection. To that end, Babel Street Insights enables search of data from several partners.

Babel Street's approach allows for thorough dark web discovery while guaranteeing safety and security of users.

Babel Street owns proprietary technology that discovers and scrapes new sites on the deep and dark web as they come online. This capability combined with Babel Street



Insights' proprietary web scraper provides users with a unique search engine for data on the deep and dark web.

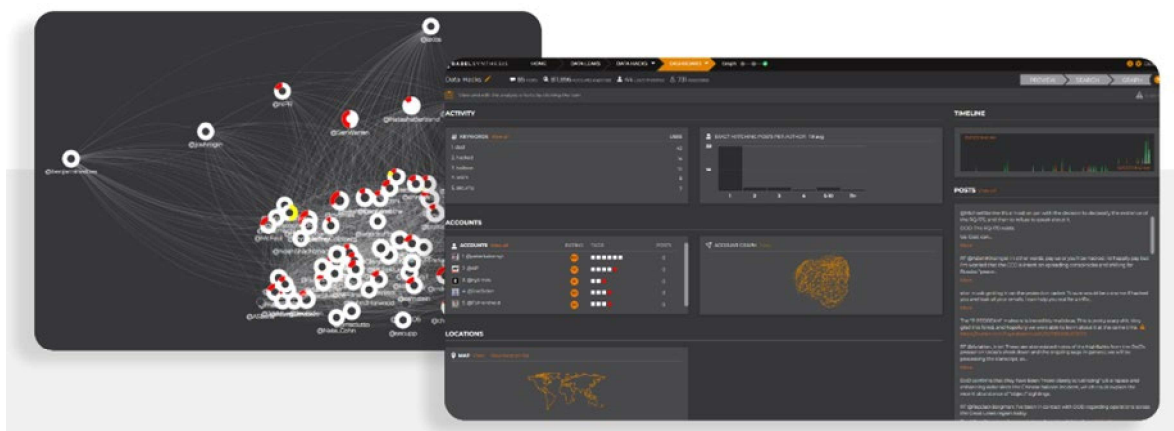
As social media evolves, potential threats and fringe politics gravitate towards the deep and dark web. With over 50,000 potential visitors to the Milwaukee for the RNC, it is essential for law enforcement officials to have awareness of what content is being shared on the deep and dark web to provide their most effective security for the event and for the City.

Provide data visualizations to help interpret findings and connections.

Babel Street Synthesis offers numerous ways to visualize returned data, including volume and sentiment analysis of results, word clouds to visually understand content, and link graphs to uncover interrelationships. This latter analytical capability is a highly advanced process that extracts relevant information (names, locations, website links, businesses, etc.) from collected documents and automatically builds relationship graphs to other information within a given collection. This data can be queried via Babel Street Document Search to reveal additional details about individuals and can be displayed geographically to allow the City of Milwaukee to quickly identify and prioritize the most relevant information. Synthesis is an AI-powered module offering automated influence and social network and relationship matching proven to cut investigation time by 90% while accurately improving global, situational awareness.

Capabilities include:

- **Visualizations:** Synthesis delivers visualizations to unlock the most insights that matter in time to act.
- **Sophisticated Link Analysis:** Visualize intricate connections.
- **Influencer Carousel:** Reveal and examine influential accounts for deeper insights.
- **Topic Clusters:** Quickly grasp overarching themes.
- **Attribute Graphs:** See overlaps between crucial tag groups.
- **Patterns by Time/Day:** Analyze trends and behaviors.
- **Geographic Heat Maps:** Identify activity hotspots.
- **Communication Trends/Styles:** Understand common communication attributes.



Babel Street Synthesis offers influence and relationship matching proven to cut investigation time.

Generate intelligence insights.

Babel Street stands at the forefront of data synthesis and insight extraction, designed to navigate the vast expanse of social media and digital content with unparalleled efficiency. The powerful Insights platform delves into an extensive network of sources, accessing PAI/CAI from over 1 billion top-level domains spanning the public, deep, and dark web. It can process and incorporate up to 200 million new documents each day, ensuring that users are equipped with the most current and comprehensive data. Babel Street meticulously aggregates a wide array of digital footprints, including public posts, articles, comments, blogs, chats, images, and videos sourced from social media, news sites, forums, online marketplaces, and beyond. An advanced proprietary web crawler plays a pivotal role in this continuous information collection. Babel Street's unique capability to bridge the gap between vast data volumes and actionable insights is further enhanced by its access to a broad spectrum of digital arenas. This includes popular and emerging social media platforms, fringe sites, domestic and international news outlets, as well as niche forums, public chat servers, and marketplaces hidden within the dark web.

Babel Street Insights provides the ability to search through billions of documents that are continuously gathered from publicly available data sources and the deep/dark web. Many sources are not accessible by common internet search engines. Data is enriched to detect violent intent, locations, and sentiment. Search results are deduplicated to streamline analysis efficiency. This allows the City to generate valuable information from numerous data sources that may be out of reach of mainstream internet search engines.

Babel Street can organize content by date, relevance, authors, mentioned authors, mentioned URLs, entities, keywords, mentioned geolocation, curated topic, curated location, site, source, language, sentiment, and relationship to help prioritize the review of the content.



Furthermore, for any Insights Document Search, analysts can select to see posts tagged by AI as likely expressing violence or intent to commit violence so that they can be given higher priority for review, giving the City valuable and actionable intelligence.

Manually trying to connect and generate searches and interpret results without a proven system is a consequential drain on limited investigative resources, and Babel Street's proven approach can be a major enabler in optimizing time-to-critical-results. Through Babel Street, users gain the key to unlocking valuable insights and discerning the signals amidst the noise, all while navigating the modern digital world with efficiency and precision.

Detect illegal activities

Babel Street Insights can help detect and prevent illegal activities through the examination of publicly available information such as social media posts, forum comments appearing on the deep and dark web, and more. When law enforcement officials spot posts containing references to illegal activity, they can take the appropriate action to investigate further and stop these activities entirely, keeping the City of Milwaukee safe and secure.

This capability is not just theoretical. In early 2023, a Babel Street client spotted an online post in which the writer threatened a mass shooting – even naming the individuals he planned to target. Using pivotal information generated by Babel Street Insights, law enforcement officials tracked down the would-be shooter, who had access to firearms and hand grenades, arresting him before he could put his plan into action. Similar Babel Street Insights capabilities enabled European law enforcement to spot and monitor an individual whose posts indicated a plan to attack a family planning center.

The RNC is a highly publicized political event that will draw thousands of visitors to the City of Milwaukee. Like any major event, the threat of illegal activity will be present – especially in a politically charged environment. It is imperative for the City to detect any illegal behavior as quickly as possible to ensure the safety of the citizens of Milwaukee along with the attendees of the conference.

Identify connected and emerging threat phrase

Babel Street Insights employs a proprietary machine learning model to quickly identify violent phrases among large volumes of data, then further scans the text for indications of intent to take violent action that may potentially cause harm or destruction. Babel Street Insights rapidly and persistently scans dozens of social media platforms; real time interactions generated on millions of message boards and blogs; online comments; and other publicly and commercially available information to identify key words and terms associated with threats.

Babel Street's proprietary multilingual ontology is comprised of nearly a billion terms linked across languages, creating a veritable multilingual thesaurus that does not just improve search fidelity, but also learns, giving the City a tool that is agile and able to identify new and emerging threat phrases. As these threat phrases emerge, Babel

[illegible]

For any Babel Street Insights Document Search, analysts can select to see posts tagged by AI as expressing violence or intent to commit violence so that those posts can be given higher priority for review, giving investigators the most pertinent information as quickly as possible, allowing them to act expeditiously in the interests of protecting public safety.

Monitoring the overwhelming amount of politically charged discourse on social media is imperative to identifying potential risks to the convention's attendees and the citizens of Milwaukee. Babel Street Insights' violent intent detection sifts through the myriad of online communications of all sentiments to identify and prioritize those with threatening language, allowing investigators to be cognizant of any potential bad actors.

Babel Street has historically prioritized the timeliness of user training. The time commitment for Insights Product Training (IPT) is approximately 2 hours. A new user can spin up quickly in the morning and be fully immersed in their mission before midday. IPT is accessed through Babel University®, a virtual hub for all Babel Street training that lives on the Insights platform. Training integrates video demonstrations, in-app walkthroughs and exercises, and real-world use cases to help support a holistic training approach. In the training, users will:



- Learn about new features and tools.
- Review curated Insights modules that focus on functions most important to your organization.
- Examine topics that include Research Tools, Collection Processes, and Analysis

Babel Street's solution is ready on Day 1 and requires no additional technical support from the City of Milwaukee. All Babel Street subscriptions include virtual training and Customer Service Support from Babel Street's Customer Experience Team. CX support, including customer onboarding, training and ongoing support that includes recommendations for best practices, is a standard part of every Babel Street subscription.

References



Software Contract Term

Abaxent and Babel Street acknowledge the contract term of one (1) year from the date of award, with two (2) options to extend for additional one (1) year periods.

City of Milwaukee Contract Terms and Conditions

Abaxent, LLC and Babel Street, Inc. agree to the City of Milwaukee's terms and conditions, including the "terms applicable to contracts paid for with federal funding." All use of Babel Street Insights and Synthesis are subject to Babel Street's End User Terms, and to avoid doubt, any conflicting terms will be governed by Babel Street's Vendor Contract **E0000016480 signed by City of Milwaukee and Babel Street in 201**. A copy of the EUTA is uploaded to the "Exception to the City's terms and Conditions and or Scope of Work" section.



Department of Administration
Purchasing Division

Cavalier Johnson
Mayor

Preston Cole
Director of Administration

Rhonda U. Kelsey
City Purchasing Director

March 26, 2024

ADDENDUM NO. # 1

RFP #20203 – Republican National Convention (RNC) Vendor
Service Contract for Open Source Intelligence Tool
Original Closing Date: 04/09/2024 @ 4:30 PM CT

NOTICE TO PROPOSERS:

On 03/18/2024, you received notice of the above subject RFP.

Q1: "Reveal/Decipher hidden connections/relationships online." Can you provide examples? I assume they are asking if the solution does link analysis. But would like to confirm.

A1: Milwaukee Police Department (MPD) is looking for link analysis. This involves social media connections from one person or group to another.

Q2: What is the government's budget for this requirement?

A2: In an effort to foster competition, the City will not disclose Budget information.

Q3: Under Section "2. What to Include in Your RFP; Bullet D" Can you please clarify if a performance bond is required? "D. A performance bond will be required covering the full cost of system development and implementation and will be in place until final acceptance of the system. The language of the bond must be approved by the City: None"

A3: A Performance Bond is not required.

Q4: Are all files from page 4 section 2 A-H to be uploaded separately into bonfire or will one file upload with all documents be sufficient?

A4: The requested documents shall be uploaded separately in Bonfire.

Q5: What is the expected volume of investigations do you anticipate leading up to and during the RNC and for the remainder of the year?

A5: The volume of investigations is a bit of an unknown. The tool will be used to proactively identify threats to the RNC. Investigations will be driven by intelligence we receive on threats.

This certificate is to be signed and submitted with your bid response and returned before 4:30 PM of the closing date to the Department of Administration – Purchasing Division, Room 601, City Hall, 200 E. Wells Street, Milwaukee, WI 53202.

RFP #20203 – Republican National Convention (RNC) Vendor Service Contract for Open
Source Intelligence Tool

**ANY ADDENDUM NOT RECEIVED BY 4:30 PM ON 04/09/2024 MAY RESULT IN PROPOSAL
REJECTION.**

Sincerely,

Marina Litvinets

This is to certify that I/we have read the above and the attachment and have incorporated it in my/our bid.

DATE: Apr 5, 2024 SIGNED: *Adonica Randall*

NAME OF FIRM: Abaxent, LLC

File:



City of Milwaukee
Department of Administration
Purchasing Division

Designation of Confidential, Trade Secret & Proprietary Information

Request for Proposal # 20203

Material submitted in response to the above mentioned City of Milwaukee Request for Proposal (RFP) includes information that we have determined is proprietary, confidential and/or information which qualifies as a trade secret, as provided in Wis. Stat. Section 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proposer asks that certain pages, as indicated below, of this proposal be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

Section	Page	Topic
References	13-14	All references and Applicable projects
Pricing	seperate doc	Cost Proposal Document

***Proposers are cautioned that the entire proposal may not fall within the confines of the pledge of confidentiality. The above designation(s) of confidentiality in no way guarantees that designated information will be kept confidential. Under the provision of the Public Records Law, proposer is not entitled to notification prior to release of information, and is not entitled to go to court to block disclosure of any portion of the proposal.**

If the City agrees with proposer's designation of trade secret or confidentiality and the designation is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of trade secret or confidentiality.

Failure to include this designation in the response to the above mentioned RFP may mean that all information provided as part of the proposal response will be open to examination and copying.

Abaxent, LLC

Company Name

Adonica Randall

Signature

Adonica Randall

Printed Name

April 9, 2024

Date

President

Title

The City of Milwaukee, as custodian of these public records, has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable City of Milwaukee purchasing regulations. A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer:

- Designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document to the City of Milwaukee, Department of Administration, Purchasing Division, and
- Identifies the specific information when it occurs within the proposal.

The City of Milwaukee's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e., under separate cover, in confidential Section No. 123, etc. Data contained in the proposal and all documentation become the property of the City of Milwaukee, Department of Administration, Purchasing Division.

Generally, proposals are available for public review after the City of Milwaukee, Department of Administration, Purchasing Division has awarded a contract.

Staff Name _____ Staff Signature _____
 Title _____ Date _____



CITY OF MILWAUKEE | OFFICE OF EQUITY AND INCLUSION

FORM A – CONTRACTOR COMPLIANCE PLAN

List all subcontractor information in its entirety, identifying the Contractor's SMWBE and LSA designation. Individual subcontractor SMWBE and LSA percentages should equal the overall participation as listed on Page 1. Please visit the following websites for lists of certified firms.

- City of Milwaukee Small Business Enterprise (SBE) certification directory: <https://milwaukee.diversitycompliance.com/>
- State of Wisconsin Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) certification directory: <https://wisdp.wi.gov/Search.aspx>
- Labor Surplus Area firms (LSA): https://www.doleta.gov/LSA/eta_default.cfm

IV. SUBCONTRACTOR INFORMATION

Contractor Name N/A

Address _____

City, State, Zip Code _____

Contact Person _____ Title _____

Phone Number _____ E-mail Address _____

Subcontractor Certification SBE _____ MBE _____ WBE _____ LSA _____

Please identify the proposed award amount and the percentage of the contract the subcontractor will fulfill.

Proposed award amount \$ _____ Percentage of contract _____ %

Name of Owner/Representative _____

Signature of Owner/Representative _____ Date _____

If you need to provide additional subcontractor information, please duplicate this page as needed.

City of Milwaukee

Office of Equity and Inclusion (OEI)

Small Business Enterprise Certification & Compliance Program

This certificate acknowledges

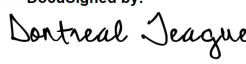
Abaxent, LLC

As a **Small Business Enterprise (SBE)** owned, operated and controlled company, which has met the criteria established by the City of Milwaukee.

CERTIFICATE EXPIRES: **5/8/2026**

<u>NAICS Code</u>	<u>Description</u>
423420	Office Equipment Merchant Wholesalers
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
443142	Electronics Stores
517911	Telecommunications Resellers
518210	Data Processing, Hosting, and Related Services
532420	Office Machinery and Equipment Rental and Leasing
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management and General Management Consulting Services
811212	Computer and Office Machine Repair and Maintenance



DocuSigned by:

 1E1FAD958CD144E...
 Business Inclusion Program Coordinator

This certificate supersedes any certificate previously issued. If there are any changes regarding the information (i.e. business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business application for certification as a SBE, you must immediately (within 30 days of such changes) notify the Office of Small Business Development in writing. The Office of Small Business Development reserves the right to conduct a compliance review at any time to confirm certification eligibility. Furthermore, certification may be suspended or revoked upon findings of ineligibility.



DEPARTMENT OF ADMINISTRATION-PURCHASING DIVISION

**SOCIALLY-RESPONSIBLE CONTRACTORS (SRC)
AFFIDAVIT OF COMPLIANCE**

NOTE: This affidavit must be completed in its entirety and submitted with your bid or proposal to be considered for SRC bid incentive.

Bid or RFP #: RFP #20203 RNC Vendor Service Contract for Open Source Intelligence Tool

Company Name: Abaxent, LLC

Address, City, State, Zip: N28 W23050 Roundy Dr, Suite 200, Pewaukee, WI 53072

A "Socially-Responsible Contractor" or "SRC" is an entity submitting a bid as part of the City's formal competitive bidding or Request for Proposal (RFP) process that has acted or implemented a program to eliminate, or significantly reduce, barriers to employment for current and prospective employees of the contractor. Actions or implemented programs shall include at least three (3) of the programs listed in **Section I** below. To indicate which programs you have acted or implemented, place a checkmark in the box next to each item pertaining to the business entity as a bidder or proposer for the City of Milwaukee.

I. SRC CRITERIA

- ☐ A. Hire persons with felony convictions;
- ☐ B. Assist current or prospective employees with earning their high school diploma;
- ☐ C. Underwrite or facilitate industry-linked career-assessed pre-employment services and subsidized work experience including: internships, job shadowing, on-the-job training, and summer employment;
- ☐ D. Partner with an employment service agency to monitor and track individualized employment plans;
- ☒ E. Provide, underwrite, or facilitate industry-linked career-based instruction to current or prospective employees in areas such as the following: blueprint reading, basic math and measurement, technical math, labor history, construction culture and essential skills, health and safety awareness, manufacturing processes and production, maintenance, and budgeting and financial literacy;
- ☒ F. Provide or facilitate occupational skills training and related adult mentoring and networking;
- ☒ G. Underwrite or facilitate subsidized or unsubsidized programs which provide supportive services for current or prospective employees to obtain or fund the following:
 - A valid driver's license
 - Transportation vouchers to work and home
 - Appropriate work attire, work safety gear, and other needed equipment
 - Testing and certification fees
 - Legal aid services
 - Child care and family-related dependent care
 - Emergency housing, health care, and short-term emergency assistance
 - Career and training services
 - School supplies, books, and fees
 - Referrals for medical services and exams
 - Reasonable accommodations for persons with disabilities
- ☐ H. Partner with employment agencies to supplement subsidized wages to ensure employees receive a living wage;
- ☐ I. Provide breast feeding facilities for employees who are nursing children;
- ☐ J. Provide a minimum of 120 hours of paid sick leave;
- ☐ K. Provide a minimum of five (5) paid sick days;
- ☐ L. Provide an employer-assisted housing program providing homebuyer assistance in the form of mortgages, down payment assistance, or homebuyer education for residences within walking distance of their employer;
- ☐ M. Provide assistance to reduce fees and penalties on tardy child support payments, manage payment of child support

II. DISCLOSURE

The purpose of the *Socially-Responsible Contractor* Program (SRC) is to ensure contributions toward community betterment made by socially-responsible contractors are recognized and rewarded. Each bidder or proposer seeking to qualify for the SRC bid incentive shall submit, as part of its bid or proposal, this sworn affidavit describing actions taken and programs implemented to eliminate, or significantly reduce, the barriers to employment for current and prospective employees of the contractor. The outcomes of these actions and programs shall be described in verifiable detail in the section below. (Please include an attachment if additional line space is required).

Abaxent has a long history of reducing and eliminating barriers to employment. We have provided transportation assistance.

Some examples include, providing gift cards to pay for gasoline and renting cars for employees to ensure that they are able to get work.

Additionally we seek opportunities to hire "mommy trackers" and provide job options with flexible and part-time schedules. We provide opportunities for our employees to take up skilling and skilling courses. As a small and Black female owned company, we feel a strong

obligation to help identify and present jobs with livable wages. We seek to do business with organizations that share our values. We routinely speak about diversity, equity, and inclusion topics for businesses, government entities and other organizations.

This signed and notarized affidavit of compliance will be the contractor's sworn statement that the business satisfies the criteria for Socially-Responsible Contractors pursuant to Chapter 310-10 of the City of Milwaukee Code of Ordinances.

I hereby declare compliance with Chapter 310-10 of the City of Milwaukee Code of Ordinances.

Authorized Signature:

Adonica Randall

Printed Name:

Adonica Randall

Date:

April 8, 2024

III. NOTARIZATION

Subscribed to before me on this *8th* day of *April* in the year *2024*, at
Waukesha County, *Wisconsin* State.

NOTARY PUBLIC SIGNATURE:

[Signature]

NICK JOHNSON
Notary Public
State of Wisconsin
(SEAL)

PRINT NAME:

Nick Johnson

My commission expires:

1/12/26

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION ON BONFIRE

EXHIBIT 2

By agreeing to these Babel Street, Inc. ("Babel Street") End User Subscription Terms (the "Terms") pursuant to the applicable Order Form (as defined below), Customer (as defined below) acknowledges and agrees that these terms govern any and all use of the Application and the relationship with Babel Street. These Terms shall be effective as of the date set forth on the applicable Order Form (the "Effective Date").

1. **DEFINITIONS.** In addition to other terms defined elsewhere in these Terms, the terms below are defined as follows:

- 1.1. **"Agreement"** shall mean, collectively, these Terms, any Order Form (including add-on Order Forms), and any applicable addenda ("Addenda") or exhibits with respect to Babel Street products or services.
- 1.2. **"Application"** means the Babel Street application(s) listed on an Order Form, as such application(s) may be updated from time to time by Babel Street in its sole discretion. For avoidance of doubt, Data Feeds are provided through, but are not part of, the Application itself.
- 1.3. **"Authorized User"** means an employee of Customer or independent contractor to Customer that (a) is authorized by Customer and permitted by Babel Street to access or use the Application, and (b) has completed the then-current Babel Street training on the use of the Application. An Authorized User does not acquire individual rights in the Application other than the right to access and use such Application on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions herein.
- 1.4. **"Confidential Information"** shall have the meaning set forth in Section 9.1 below.
- 1.5. **"Customer"** means the customer named in any Order Form.
- 1.6. **"Data Feed"** means (a) such social media communications, web sites, news outlets, and other publicly and/or commercially available data feeds as Babel Street may provide through the Application, as may be modified from time to time in Babel Street's discretion, and/or (b) additional premium data feeds that are offered via a third party and provided by Babel Street through the Application for an additional Fee and as described on one or more Order Form(s).
- 1.7. **"Fees"** means any and all fees payable (a) directly by Customer to Babel Street, or (b) indirectly on behalf of Customer to Babel Street through a procurement agent, in connection with each Order Form.
- 1.8. **"Online Account"** means the authorized access into the Application as established in accordance with Section 2.2 hereof for use by any particular Authorized User, and includes any applicable controls, permissions and data unique to such user.
- 1.9. **"Online Account Access Information"** means the private access information (for example, username and password) used by each Authorized User of the Application to access his/her individual Online Account.
- 1.10. **"Order Form"** means (a) one or more order form(s) signed by Customer or, (b) one or more order form(s) signed on behalf of a Customer by a procurement agent, each of which shall describe Customer's Subscription (including the term and price thereof), Customer's subscription to any premium Data Feed(s), if applicable, and shall be subject to the Terms and any applicable Addendum.
- 1.11. **"Privacy Policy"** means Babel Street's then-current Privacy Policy (www.babelstreet.com/legal/privacypolicy.pdf), as the same may be updated from time to time, attached hereto and incorporated herewith. Babel Street agrees use reasonable commercial efforts to notify Customer at least thirty (30) days in advance of changes to Privacy Policy. In the event Babel Street fails to provide such prior notice, any updates to the Privacy Policy shall be effective as to Customer until thirty (30) days after Customer receives notice of the updated Privacy Policy.
- 1.12. **"Subscription"** means the rights granted by Babel Street to Customer to access and use the Application(s), pursuant to the Agreement.

2. RIGHT TO USE; CONDITIONS OF USE; OWNERSHIP

2.1. Right to Use.

2.1.1. **Grant of Right.** Subject to the Agreement, Babel Street grants to Customer a limited, nontransferable, nonexclusive, revocable (as set forth herein) right to access and use, and to permit Authorized Users to access and use, the Application solely for Customer's internal use, without any further right to use, sublicense, distribute, transfer, or transmit the Application and/or the Data Feeds, or any portion thereof. Babel Street reserves all rights in and to the Application(s) not expressly granted in the Agreement. Without limiting the generality of the foregoing, the right to access and use the Application(s) granted herein does not cover any underlying components of the Application(s), Babel Street's underlying application engines, or any other component of the Application or the operating environment within which the Application operates that is not intended by Babel Street for access by any Authorized User including, but not limited to, individual Data Feeds.

2.1.2. **Condition of Rights.** The rights granted herein, and Customer's use of the Application, are conditioned upon Customer's

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compliance with the terms and conditions of the Agreement, including, but not limited to, the timely payment of all applicable Fees. Failure to comply with such terms may result in revocation of the foregoing rights and termination (in whole or in part) of the Agreement at Babel Street's reasonable discretion.

- 2.2. **Protection of Online Account Access Information.** Babel Street will supply Customer with the means to create private Online Account Access Information for its Authorized Users, subject to the limitations set forth in the applicable Order Form. Online Accounts are designed for private use and should only be accessed through the Authorized User's Online Account Access Information. Customer is fully responsible for the protection and confidentiality of its Authorized Users' Online Account Access Information. Customer acknowledges and agrees that Customer is responsible for all use of the Application made through Customer's Online Accounts by any person and for insuring that all use of Customer's Online Accounts is for authorized purposes only and complies fully with the provisions of the Agreement. Customer agrees to promptly notify Babel Street of the discovery of any unauthorized use of any Online Account Access Information or the discovery of any other breach of security, and assist in preventing any recurrence thereof, reasonably cooperate in any proceedings undertaken to protect the rights of Babel Street, and be responsible for any harm resulting from Customer's failure to carry out the foregoing responsibilities.
- 2.3. **Internet Connectivity; Disclaimer.** Babel Street (either itself or through a third party) will make the Application available for access via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Application. Customer acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Application (including, but not limited to, any Data Feeds therein) or performance hereunder. Customer agrees that Babel Street is not in any way responsible for any interference with Customer's use of or access to, and/or the performance of, the Application arising from or attributable solely to the Internet and Customer waives any and all claims against Babel Street in connection therewith.
- 2.4. **Restrictions.** Unless otherwise required by law or court order, without a separate written agreement with Babel Street, Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) possess, download, copy or print the Application or any part of the Application, including but not limited any component (including Data Feeds) which comprises the Application; (b) view, read, modify, port, adapt or create derivative works of the Application or any component thereof; (c) reverse compile, reverse assemble, disassemble or print the Application's source code or object code or other runtime objects or files related to the Application or otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Application; (d) permit use of, or grant access to, the Application to any third party (including outsourcers performing work for Customer); (e) rent, lease, distribute (or redistribute), provide or otherwise make available the Application, in any form, to or for the benefit of any third party (including in any service bureau or similar environment); (f) use or access the Application on behalf of any other third party (whether on an outsourcing, service bureau, or other basis), including, but not limited to, to process, search, and/or evaluate Data Feeds on behalf of any third party; (g) share any Online Account or Online Account Access Information with third parties; (h) create any "links" to or "frame" or "mirror" the Application or any portion thereof; (i) defeat, disable or circumvent any protection mechanism related to the Application, (j) use the Application, or allow the transfer, transmission, export, or re-export of the Application or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency or the data privacy provisions of any applicable jurisdiction or any other government agency or the data privacy provisions of any applicable jurisdiction; (k) remove or modify any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Application (including any screen displays, etc.) or any other products, Data Feeds or materials provided by Babel Street hereunder; or (l) publish, reproduce, distribute (or redistribute), sell, or otherwise disseminate any data, information, or document retrieved through the Application (even if in the public domain) to any individual or entity outside of Customer. Under no circumstances can any content retrieved from or through the Application be resold or repackaged by Customer. In addition, Customer shall not violate or attempt to violate the security of Babel Street's (or any of its third-party service provider's) networks or servers, including (i) access data not intended for Customer or log into a server or account which Customer is not authorized to access; (ii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) attempt to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.
- 2.5. **Suspension of Access.** In addition to any other rights of Babel Street hereunder, certain circumstances may require Babel Street to suspend or terminate, as determined in Babel Street's reasonable discretion, Customer's access to and/or use of, or otherwise modify, the Application and/or any component thereof (including any Data Feed), and/or any Online Account or any Online Account Access Information without notice in order to: (a) prevent damage to, or degradation of the integrity of, Babel Street's network; (b) comply with any law, regulation, court order, or other governmental request or order; (c) comply with the terms of any provider of any Data Feed or other third-party component of the Application and/or Services; or (d) otherwise protect Babel Street from potential legal liability or harm to its business. Babel Street will use commercially reasonable efforts to notify Customer of such suspension or termination as soon as reasonably practicable. In the event of a suspension, Babel Street will promptly restore Customer's access to the Application or portion thereof as soon as the event giving rise to the suspension has been resolved, as determined in Babel Street's reasonable discretion. Nothing contained in these Terms will be construed to limit Babel Street's actions or remedies or act as a waiver of Babel Street's rights in any way with respect to any of the foregoing activities. Babel Street will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of the Application in connection with this Section 2.5 (in whole or in part) as set forth in the Agreement unless the termination or suspension is unreasonable.
- 2.6. **Reservation of Rights.** Except for the limited right granted in Section 2.1, as between Customer and Babel Street, Babel Street, and its third-party suppliers, retain all intellectual property and other proprietary rights, title, and interest, express or implied, in and to the Services, the Application, and any and all information and data made available to Customer through the Application, including, but not limited to, all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Application

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that are protected under United States intellectual property laws and international treaty provisions. Any unauthorized use of any Application will result in cancellation of the Agreement as well as possible civil damages and criminal penalties. Neither party is permitted to use any trade or service marks of the other or any of its affiliates or third-party suppliers unless expressly agreed to in writing by authorized representatives of both parties. If applicable, both parties own all rights in any suggestions, ideas, enhancement requests, feedback, or recommendations provided hereunder. Babel Street claims no right in or to Customer's trademarks.

3. **FEES AND PAYMENT.** The amount of Fees payable, and the payment terms related thereto, shall be as set forth in the Order Form.

4. TERM & TERMINATION

- 4.1. **Expiration of Rights.** Customer's right to access and use the Application shall be for the period set forth in the applicable Order Form (the "**Term**"). At all times during the Term, and at any time Customer is accessing and/or using the Application, the Agreement shall continue to govern unless: (i) the Agreement is superseded by a revised written agreement prior to any renewal term, or (ii) the Agreement is terminated under this Section 4.
- 4.2. **Expiration.** Unless renewed pursuant to an Order Form, and subject to the terms of Section 4.4 below, the Agreement (including the applicable Order Form) shall automatically expire and terminate at the end of the Term set forth in such Order Form; provided, that if Customer has a Subscription for more than one Application pursuant to a separate Order Form, then the Agreement shall continue with respect to the other Application(s) and will automatically expire and terminate upon the expiration of Customer's rights to the last Application governed under the Agreement in accordance with the terms of such Order Form.
- 4.3. **Termination for Cause.**
- 4.3.1. **By Either Party.** The Agreement, including all rights provided hereunder, may be terminated in whole or in part by either party for cause, if the other party fails to cure a curable breach of the Agreement within thirty (30) days of being provided with notice of such breach.
- 4.3.2. **Termination for Convenience by Customer.** The Customer may terminate this Agreement at any time for any reason by giving at least thirty (30) days' notice in writing from the City Purchasing Director to Babel Street.
- 4.3.3. **Federal Executive Orders 12549 and 12689.** The Customer reserves the right to immediately terminate this Agreement without advanced notice to Babel Street if it is presently or becomes during the term of this Agreement identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 4.3.4. **Pro-Rata Refund of Prepayment.** In the event of termination for Cause by Customer, Babel Street will refund the pro-rata portion of any annual Subscription Fees paid in advance.
- 4.3.5. **By Babel Street.** The Agreement, including all rights provided hereunder, may be terminated by Babel Street in whole or in part for cause, in its reasonable discretion immediately upon notice to Customer if Customer commits an incurable breach of any of the terms or conditions of the Agreement.
- 4.3.6. Termination of the Agreement by Babel Street pursuant to this subsection 4.3 (except in the case described in subsection 4.3.4) will not require payment of a refund to Customer and will not affect: (a) Customer's obligation to pay any Fees due, whether to Babel Street through which the Subscription was purchased, or (b) any remedies available to Babel Street by law or equity
- 4.4. **Effect of Expiration or Termination.** Upon any expiration or termination of the Agreement, all rights granted to Customer thereunder will immediately terminate and Babel Street will have the right to immediately and indefinitely suspend Customer's access to and use of the Application without further notice to Customer. The following sections will survive the expiration or termination: subsections 2.4, 2.6, 4.3, 4.4, 6.3, 7.2, 7.3, 7.4, 7.5, and 7.6 and Sections 1, 3, 5, 6, 8, 9 and 10.
5. **SUPPORT AND TRAINING.** Babel Street will offer product support (described in Section 5.1) and training (described in Section 5.2) for the Application (collectively referred to herein as "**Support**"). The Babel Street Customer Experience ("**CX**") Team provides Support and training through Babel University, Babel Street's learning management system. Babel Street reserves the right to modify its Support policies and procedures from time to time.
- 5.1. **Support.** Support includes (a) answering questions and providing a reasonable level of guidance to Customer about the Application, and (b) troubleshooting and workaround assistance. Customer must provide details sufficient for CX to reproduce any reported issue, including a detailed description of the issue, screenshots, and any other information reasonably requested. CX does not provide support for software, hardware, or any other technology developed by third parties. Babel Street provides support Monday through Friday from 08:00 – 18:00 Eastern Time (U.S.) unless premium support has been purchased.
- 5.2. **Training.** Included with each Subscription is access to Babel University. Babel University offers self-paced training via a series of learning paths designed for each user level. Babel Basics, the core learning path, is required for all Authorized Users and upon successful completion, Online Account Access Information for the Application is issued for each such Authorized User. Alternative initial training and/or supplemental training may be purchased under a separate Order Form at daily fixed rates. Alternative or

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supplemental training may be provided at Babel Street's training facility in Virginia and must be agreed to by Babel Street in advance in writing. Virtual training must be scheduled with Babel Street at least fifteen (15) days in advance.

6. CUSTOMER REPRESENTATIONS AND WARRANTIES

6.1. **Customer Responsibilities.** Customer understands, agrees and acknowledges that:

6.1.1. Customer will be responsible for, and shall review and independently verify, the accuracy of any and all content accessed and results received through the Application, including, but not limited to, the Data Feeds and any translations thereof;

6.1.2. Customer will neither inquire nor rely upon Babel Street for any legal or other professional or expert advice of any kind;

6.1.3. As between Customer and Babel Street, Customer is responsible, and Babel Street is not responsible, for any and all liability arising solely from Customer's use and/or inability to use the Application and any component thereof (including Data Feeds); and

6.1.4. As between Customer and Babel Street, Customer is responsible for, and Babel Street is not responsible for: (a) selection of adequate and appropriate products to satisfy Customer's needs and achieve Customer's intended results; (b) selecting, obtaining and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment and utilities needed for access to and use of the Application, and for all costs associated therewith; and (c) selection, use of, and results obtained from any other programs, computer equipment or services used with the Application and (e) any and all decisions made by Customer based on and/or in connection with its use of the Application.

6.2. **Customer's Representations.** Customer represents, warrants and covenants that:

6.2.1. Customer is accessing and using the Application solely for Customer's own use and not for the benefit of any third party, except as otherwise expressly permitted pursuant to the applicable Order Form;

6.2.2. Customer will not use the Application to create or enhance a product, service or database that competes with Babel Street or the Application;

6.2.3. Customer is responsible for complying with all rules, regulations and procedures of local, state, federal and foreign authorities applicable to Customer and its business, and Customer's use of the Application and any information provided and/or accessed in connection with the Agreement and/or the Application, including, but not limited to, the Data Feeds, shall in all cases comply with all applicable federal, state and local and foreign laws and regulations;

6.2.4. Customer will be solely responsible for compliance with the Agreement by the Authorized Users, including ensuring and being solely responsible for the use of any data obtained through the Application;

6.2.5. Customer is not prohibited by any law, regulation, or third-party agreement from ordering the Applications;

6.2.6. Customer will not otherwise violate the rights of any third party, and will at all times comply with any and all terms of use applicable to any and all Data Feeds available through the Application, while accessing and/or using the Application; and

6.2.7. Customer will not use the Babel Street Application or any information obtained from Babel Street (including any Data Feed), in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b) (as defined below).

6.2.8. Customer is authorized to process Personal Data (as defined in Section 10.7) and make such data available and retrievable by Babel Street for uses set out in these Terms, including through ensuring appropriate notice, consent and transfer mechanisms, including by Customer referring individuals to the Babel Street Privacy Policy (notwithstanding Babel Street's ability and right, to which Customer agrees, to provide notice, its Privacy Policy and choice mechanisms separately to individuals).

6.3. **Security.** Babel Street will maintain compliance with the standards set forth in NIST 800-171 and ISO 27001 as updated, amended, or superseded from time to time. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS BY THEIR NATURE ARE CAPABLE OF CIRCUMVENTION AND THAT BABEL STREET DOES NOT AND CANNOT GUARANTEE THAT THE APPLICATION AND/OR ANY INFORMATION AND DATA CONTAINED THEREIN CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. Babel Street shall not be responsible or liable for any such unauthorized access nor shall any such unauthorized access constitute a breach by Babel Street of its confidentiality obligations hereunder where Babel Street has maintained compliance with the standards set forth in NIST 800-171 and ISO 27001 as updated, amended, or superseded from time to time.

6.4. Intentionally Omitted.

7. BABEL STREET WARRANTIES

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7.1. Babel Street's General Warranties. Babel Street represents and warrants that: (a) it has title to the Application and the right to grant Customer the rights to use the Application as set forth herein; and (b) Babel Street has not inserted into the Application any virus or similar device to erase data. Customer's sole and exclusive recourse and remedy, and Babel Street's sole, exclusive and entire liability, for (i) a breach of item (a) by Babel Street shall be the exercise of Customer's indemnity rights under subsection 7.2 below, and (ii) a breach of item (b) shall be to terminate the Agreement, in which event Babel Street shall issue Customer a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term.

7.2. Indemnification by Babel Street.

7.2.1. Subject to the other terms and conditions set forth herein, Babel Street agrees to defend Customer, its employees, officers, and directors, at Babel Street's sole cost and indemnify Customer (by paying for damages finally awarded against Customer or any amounts payable in any settlement entered into by Customer in compliance with the Agreement) from and against any claims, demands, actions or proceedings by any third parties alleging that Customer's use of the Application itself (but specifically excluding any claim, demand, action or proceeding in any way related to or in connection with any Data Feed) as permitted herein infringes or violates any third party's issued United States patent, trademark or trade secret; provided that: (a) Babel Street is notified promptly in writing of the claim; (b) Babel Street controls the defense, settlement and approval of the claim provided, however, that Babel Street shall not agree to any settlement that admits fault by the Customer, imposes liability on the Customer, or obligates the Customer in any way without the written consent of the Customer; and (c) Customer cooperates reasonably, assists and gives all necessary authority to Babel Street and reasonably required information in connection with the defense or settlement of the claim.

7.2.2. Babel Street's indemnity obligations under subsection 7.2.1 hereof will not apply if and to the extent that they arise from or relate to: (a) the access or use of the Application in any manner that is not permitted hereunder; (b) the use of the Application in combination with any intellectual property, services, reports, documentation, hardware, software, data or technology supplied by any person other than Babel Street; or (c) any data, information, or other intellectual property supplied by Customer, an Authorized User, or any other third party (other than Babel Street), including, but not limited to, Data Feeds.

7.2.3. If any Application becomes, or in Babel Street's reasonable opinion, is likely to become, the subject of a third party claim covered by Babel Street's indemnification obligations under subsection 7.2.1, then Babel Street may, in its reasonable discretion and at its sole cost and expense: (a) procure for Customer the right to continue using such Application; (b) modify the infringing portion of the Application so as to render it non-infringing but still appropriate for its intended use under the Agreement; or (c) replace the infringing portion of the Application with non-infringing items with substantially similar functionality. If Babel Street reasonably determines that none of the foregoing is commercially practicable, then Babel Street may elect to terminate the Agreement and grant Customer a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term. This Section 7.2.3 states Babel Street's entire liability and the sole and exclusive remedy of Customer for any claim of infringement or other violation of any intellectual property rights.

7.3. Limited Warranty. EXCEPT AS STATED IN SUBSECTION 7.1, THE APPLICATION (INCLUDING ANY AND ALL DATA FEEDS), SUPPORT, AND ANY THIRD-PARTY SOFTWARE, DATA, AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BABEL STREET DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. BABEL STREET DOES NOT WARRANT THAT THE APPLICATION OR ANY COMPONENT THEREOF (INCLUDING, BUT NOT LIMITED TO, DATA FEEDS) WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE APPLICATION, ANY DATA FEED, OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE. CUSTOMER WILL BE RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE APPLICATION. NO EMPLOYEE OR AGENT OF BABEL STREET OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT BABEL STREET WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY BABEL STREET'S ACTS OR OMISSIONS (WHETHER NEGLIGENT OR OTHERWISE) IN INTERPRETING OR TRANSLATING, REPORTING, COMMUNICATING OR DELIVERING ANY DATA, DATA FEED, AND/OR OTHER INFORMATION TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT UNLESS THAT THIRD PARTY IS A SUBCONTRACTOR OF BABEL STREET.

7.4. Limitation of Liability and Damages. NEITHER PARTY (AND IN THE CASE OF BABEL STREET, ITS AFFILIATES, SUPPLIERS, AND LICENSORS) WILL HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY CONTRACTOR, AGENT, AFFILIATE OR CLIENT OF CUSTOMER) FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT ANY LIMITATIONS OF LIABILITY MENTIONED HEREIN SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 6.4, 7.2, OR 10.13, GROSSLY NEGLIGENT, INTENTIONAL, WILLFUL, OR FRAUDULENT ACTS OR OMISSIONS, OR A BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS AS SET FORTH HEREIN. UNLESS THE ACT OR OMISSION GIVING RISE TO LIABILITY IS EXEMPTED FROM ANY LIMITATION OF LIABILITY IN THIS SECTION, THE CUMULATIVE, AGGREGATE LIABILITY OF BABEL STREET AND ITS AFFILIATES, SUPPLIERS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED FIVE TIMES (5x) THE TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. Babel Street is not an insurer with regard to performance of the

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Application. Customer agrees to assume the risk for all liabilities disclaimed by Babel Street contained herein. The allocations of liability in this subsection 7.4 represent the agreed, bargained-for understanding of the parties and Babel Street's compensation hereunder reflects such allocations. THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED IN THE AGREEMENT ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

- 7.5. **Third-Party Products.** The Application may contain code, content, features, functionality, and components that are provided by third parties, including, but not limited to, the Data Feeds. Furthermore, the Application may require data and information from third parties in order to work properly, and such third-party data and information may not always be accessible. Customer acknowledges that access to and/or use of such third-party products (including, but not limited to, the Data Feeds) may be subject to additional license terms, terms of use, and/or click-through terms. These additional terms may include, but are not limited to, the Twitter Terms of Service located at <http://twitter.com/tos>, and such terms may be negotiated solely between Customer and any third party if applicable. Customer further acknowledges that (i) use of the Data Feeds within the Application is not directly attributable to Customer, (ii) export of any data provided through the Data Feeds is not permitted, and (iii) any use of any such data outside the Application is at Customer's own risk and is subject to the terms of use applicable to such data. ANY BABEL STREET-PROVIDED THIRD-PARTY PRODUCTS SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY BABEL STREET. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY THE SUPPLIERS AND/OR LICENSORS OF SUCH THIRD-PARTY PRODUCTS AND CUSTOMER HEREBY RELEASES BABEL STREET FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.
- 7.6. **Data Feeds.** Because Babel Street has no control over, and cannot independently verify, the accuracy of the information maintained by third-party information sources of the Data Feeds and other data that may be accessible through the Application, Babel Street makes no guaranties, representations or warranties as to the availability, accuracy or completeness of contents or results of the Application and expressly disclaims the accuracy, comprehensiveness, currency, availability, and suitability of purpose of any Data Feeds or other information retrieved from or through the Application. Babel Street cannot and does not accept any liability for errors or omissions in the information provided by third-party information providers, nor does Babel Street accept any liability in connection with any Data Feeds and/or other information, content, or records that may contain personally identifiable information. In addition, some Data Feeds may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within the Application and/or a separate Addendum.

8. DISPUTE RESOLUTION

- 8.1. **Force Majeure.** Neither party hereto shall be held liable for the failure to perform any obligation, or for the delay in performing any obligation, arising out of or in connection with the Agreement if such failure or delay results from or is contributed to by any cause beyond the reasonable control of such party including, but not limited to, failures or delays caused by the act or omission of any governmental authority, fire, flood, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers or other event beyond such party's reasonable control.
- 8.2. **Intentionally Omitted.**
- 8.3. **Jurisdiction.** This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and Babel Street consents to the jurisdiction of such courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to the Agreement or to the parties in general. The parties further agree that the Uniform Computer Information Transactions Act or any version thereof ("UCITA") shall not apply to the Agreement, any Order Form or any Services provided thereunder (including the Application). To the extent that UCITA is applicable, the Parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.
- 8.4. **Remedies.** Customer acknowledges that the Application and other proprietary information of Babel Street are unique and that, in the event of any breach of the Agreement by Customer, Babel Street may not have an adequate remedy at law, and will be entitled to seek injunctive or other equitable relief without the necessity of proving actual damages. Unless specifically stated otherwise elsewhere in the Agreement, the rights and remedies of a party to the Agreement shall be construed as cumulative, and not exclusive of any other right or remedy, which said party might otherwise have in the event of breach or default in the terms hereof.
- 8.5. **Notices.** All notices, demands, consents or requests given by a party hereto must be in writing and sent by delivery via a third party, nationally recognized tracked express mail service, postage prepaid, addressed to either Customer's billing address or Babel Street, Inc., 1818 Library Street, Suite 500, Reston, VA 20190 Attn: President.
- 8.6. **Enforceability.** In the event that any of the provisions, or portions thereof, of the Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions and portions thereof of the Agreement shall not be affected thereby.
- 8.7. **Waiver.** A party's failure or delay to require compliance with the conditions of the Agreement, or to exercise any right provided herein, shall not be deemed a waiver by such party of such condition or right. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

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9. CONFIDENTIALITY.

- 9.1. Subject to Section 10.13 ("Public Records"), during the term hereof and for four (4) years after termination or expiration of the Agreement, any and all information that is or reasonably should be understood to be confidential, proprietary or generally not available to the public and that is conveyed before or after the Effective Date by the disclosing party to the recipient, whether orally, in writing, electronically, by demonstration, or by magnetic or other media, including, but not limited to the Application, and all proprietary information in connection therewith (including, but not limited to, any and all user documentation), and any discussions between the parties regarding other potential business relationships (the "Confidential Information"), shall be held in strict confidence by the parties, and will not be used, made available or disclosed to any third party without the other party's prior written consent, except as expressly permitted hereunder. Each party also agrees to restrict dissemination of such Confidential Information to only those persons in their respective organizations or third-party consultants or service providers who have a need to know such Confidential Information to perform or otherwise fulfill the obligations under the Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 9 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).

9.1.1. For the avoidance of doubt, Customer-specific supplied, information ("Customer Information") as may be provided to Babel Street during the Term of this Agreement shall remain the exclusive property of the Customer, which shall have the right to use same for any purpose without any further compensation to Babel Street. Any Customer Information designated as proprietary shall be considered Confidential Information under this Agreement and Babel agrees that it will not, without prior written approval by the City, provide such Customer Information to any individual, agency, public body or organization other than the City, except as may be otherwise herein provided or as may be required by law or legal process. Babel Street shall notify the City if it has knowledge of an unauthorized acquisition of Confidential Information within one business day of such knowledge.

- 9.2. **Exceptions.** Notwithstanding the above restrictions, neither party will have any obligation for any nonuse or nondisclosure of Confidential Information which (a) is now or subsequently enters the public domain through means other than a breach of the terms of the Agreement; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed by such party or is already lawfully in the possession of the receiving party free of any obligation of confidence to the other party; or (d) is required to be disclosed by law, by court order or by order of any government or administrative tribunal having jurisdiction over the recipient, provided that the recipient must notify the disclosing party of any such requirement prior to disclosure, if allowed under applicable law, in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the disclosing party's efforts to obtain such protective order.
- 9.3. **Expiration.** Upon termination or expiration of the Agreement, both parties agree to destroy all copies of Confidential Information of the other party, including, without limitation, all electronically stored copies unless such information must otherwise be maintained pursuant to any applicable law or legal process or the terms of this Agreement including but not limited to the parties' obligations under Section 10.13. However, each party will be entitled to retain copies of the other party's Confidential Information preserved or recorded or saved automatically to standard back-up or archival systems. Moreover, Babel Street may retain a copy of such Confidential Information for the sole purpose of and to the extent necessary for Babel Street to comply with applicable and legal, regulatory, and/or reasonable internal archival policies and requirements (with such Confidential Information otherwise remaining subject to the terms and conditions of this Section 9). The disclosing party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations under this Section 9.

10. MISCELLANEOUS

- 10.1. **Entire Agreement.** The Agreement constitutes the entire and exclusive agreement and understanding between Customer and Babel Street with respect to the Application, and/or Support to be furnished hereunder, including any representations, express or implied, with respect to the Application and/or Support, and it supersedes all prior agreements and communications between the parties (including all oral and written proposals). Notwithstanding anything to the contrary contained herein or in any terms and conditions posted within the Application, such online terms shall be of no force or effect with respect to Customer's use of the Application, and such usage shall be governed solely by the Agreement and any documents or agreements mutually agreed upon and attached thereto including the Purchase Order attached hereto. Further, unless otherwise expressly agreed to in writing by the parties, any and all purchase orders or similar documents submitted by or on behalf of Customer to Babel Street will be for Customer's administrative purposes only and the terms and conditions contained in any such purchase order or similar document will have no force and effect and will not amend, supersede, or modify the Agreement in any manner. No supplement to, or modification or amendment of, the Agreement will be binding unless executed in writing by authorized representatives of Babel Street and Customer.
- 10.2. **Precedence.** In the event of any inconsistency or conflict between these Terms and any Order Form and/or Addendum, these Terms shall govern and control, except to the extent such Order Form or Addendum is explicit that the Terms are being amended by such Order Form and/or Addendum.
- 10.3. **Contact Information.** The parties agree to always provide the other with the most current contact information, including address, phone number, fax number and e-mail address.
- 10.4. **Licensing Audit.** Upon Babel Street's written request, Customer shall furnish Babel Street with a signed certificate verifying

BABEL STREET, INC.
End User Subscription Terms

that Customer is using the Application pursuant to the terms of the Agreement and the Application is being used only by Authorized Users.

- 10.5. **Export Restrictions.** Customer is advised that the Application and content contained within the Data Feeds may be subject to access and export controls under United States laws and regulations, including the U.S. Export Administration Regulations, and diversion contrary to U.S. law and regulation is prohibited. Customer agrees to not directly or indirectly access, export, import or transmit the Application and/or the content contained within the Data Feeds from or to any country, end user or for any end use that is prohibited by any applicable U.S. regulation or statute (including but not limited to those countries embargoed from time to time by the U.S. government or the United Nations) or Data Feed terms of use. Additionally, Customer agrees not to directly or indirectly access, export, import, transmit or use the Application or the Data Feeds contrary to the laws or regulations of any other governmental entity that has jurisdiction over such access, export, import, transmission or use. Customer represents and agrees that neither the United States Bureau of Industry and Export Administration nor any other governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's export privileges.
- 10.6. **FCRA Use Prohibition.** Babel Street is not a "consumer reporting agency," for purposes of and as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"), and the Application (including any information from the Application, including the Data Feeds) does not constitute or generate "consumer report" information, as defined by FCRA. Customer may not use the Babel Street Application or use any information obtained from Babel Street, in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b).
- 10.7. **Privacy.** Customer agrees that Babel Street may process personal data as defined and covered by the EU General Data Protection Regulation 2016/679 ("GDPR") (such data being "**Personal Data**"), obtained for or made available by/through Customer for the purpose of (i) providing the Application, (ii) performing the Agreement and related functions, such as billing and support, data science and product or service improvement and reporting and (iii) other purposes set out in the Babel Street Privacy Policy. To the extent that Babel Street acts as a "processor" to Customer as a "controller" as defined in the GDPR for purposes of Customer's access and use of the Application, the terms of the Data Processor Addendum attached hereto apply between the parties. In the event the terms of the Data Processor Addendum and this Agreement conflict, the terms of the Data Processor Addendum prevail.
- 10.8. **Modification/Replacement of Application.** Babel Street reserves the right, in its sole discretion and without first consulting with Customer, to discontinue or modify the Application, any component thereof, or any Data Feeds or other content or functionality offered through the Application for any reason. If an Application is discontinued during the applicable Term, then Babel Street will, in its discretion, either: (a) provide a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term; or (b) replace the discontinued product for the duration of the then-current Term with a successor product having equal or greater functionality.
- 10.9. **Assignment.** Neither the rights granted hereunder nor the Application may be sublicensed, assigned, sold, hypothecated, or transferred by Customer without the prior written consent of Babel Street (which shall not be unreasonably withheld in the case of an internal company restructuring). Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under the Agreement without the prior written consent of Babel Street shall automatically terminate the rights granted hereunder and shall be void and of no effect. Babel Street may not assign the Agreement or delegate its duties, in whole or in part, without the written consent of Customer; provided that Babel Street may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of Babel Street. Customer agrees that Babel Street's retention of these contractual and other legal rights is an essential part of the Agreement.
- 10.10. **U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** The Application is provided subject to the license granted in Section 2 above, pursuant to FAR 12.212 and/or DFARS 227.7202-1(a), 227.7202-3(a) and 227.7202-4. If and only if specifically required by U.S. federal law, the Customer and/or Authorized User may be provided with the minimum rights set out in FAR 52.227-19 (DEC 2007). To the extent any technical data is provided pursuant to these Terms and Conditions, such data is provided subject to the license granted herein pursuant to FAR 12.211, or, if and only if required by U.S. federal law, in accordance with the rights set forth in DFARS 227.7102-2 and DFARS 252.227-7015 (FEB 2014). In the event that any of the above referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the manufacturer is Babel Street, Inc., 1818 Library Street, Suite 500, Reston, Virginia 20190. If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Application from public disclosure and to consider the Application exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or use of the Application.
- 10.11. **Data Transmission Notification.** The Application may transmit to Babel Street various information relating to Customer's use of the Application, including general information about Customer's systems (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version). Babel Street may use this information for internal quality assurance and software error checking, to assist users with multiple offices and as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement.
- 10.12. **Audit.** At any time during normal business hours and as often as the Customer may deem reasonably necessary, there shall be made available to the Customer for examination all of Babel Street's records with respect to all matters covered by this Agreement and Babel Street shall permit the Customer 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.

BABEL STREET, INC. End User Subscription Terms

- 10.13. **Public Records.** Both parties understand that the Customer is bound by the 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-.39. Babel Street acknowledges that it is obligated to assist the Customer in retaining and producing records that are subject to the Public Records Law, that the failure to do so shall constitute a material breach of this Agreement, and that Babel Street must defend and hold harmless the Customer from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of seven (7) years after completion of, termination of, or final payment under this Agreement, whichever is later.
- 10.14. **Insurance.** Babel Street agrees to have and maintain throughout the term of this Agreement the policies set forth in the attached "CITY OF MILWAUKEE INSURANCE REQUIREMENTS" attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Customer as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Customer. A lapse in any required insurance coverage during this Agreement shall be a material breach of this Agreement.
- 11. CONFLICT OF INTEREST**
- 11.1. **Interest in Agreement.** No officer, employee or agent of the Customer who exercises any functions or responsibilities in connection with the carrying out of any purchases to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.
- 11.2. **Interest of Other Local Public Officials.** No member of the governing body of the Customer and no other public official of the Customer 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.
- 11.3. **Interest of Babel Street and Employees.** To the best of Babel Street's knowledge, no officer, employee or agent of the Customer who exercises any functions or responsibilities in connection with the carrying out of any functions or responsibilities to which this Agreement pertains, has any personal interest, direct or indirect in this Agreement. Babel Street further covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which, to its knowledge, would conflict in any manner or degree with licensing the Application to Customer. Babel Street further covenants that in the performance of this Agreement, no person having any known conflicting financial interest shall be employed to work with Customer. Such a conflicting interest on the part of Babel Street or its employees must be disclosed to the Customer immediately upon discovery of the interest by Babel Street. 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.
- 12. DISCRIMINATION PROHIBITED**
- 12.1. The parties agree that no Babel Street employees are being hired in connection with this Agreement. Should the parties agree in advance in writing that employees will be hired for this Agreement ("Hired Employees"), then in all hiring or employment resulting directly from this Agreement 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, 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, or familial status, and (2) affirmative action will be taken consistent with Federal law 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. With respect to any Hired Employees, 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. With respect to any Hired Employees, there shall be posted in conspicuous places available to Hired Employees and applicants to become Hired Employees, 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 to become Hired 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, 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, or familial status.
- 12.2. Babel Street 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.
- 12.3. Babel Street agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

Purchase Order

City of Milwaukee

CITY OF MILWAUKEE
200 E WELLS STREET
MILWAUKEE WI 53202
United States

CIMIL

Supplier: 0001081626
ABAXENT LLC
N28W23050 ROUNDY DR STE 200
PEWAUKEE WI 53072-4001

Dispatch via Print

Purchase Order	Date	Revision	Page
CIMIL-PUR20203	05/13/2024		1
Payment Terms	Freight Terms	Ship Via	
PROMPT PAY	F.O.B. Destination	Not Applicable	
Buyer	Phone/Email	Currency	
Marina Litvinets	414/286-2392	USD	

Ship To: 331-BUDGET
POLICE DEPT BUDGET/FINANCE ROOM 706
749 W. STATE STREET
MILWAUKEE WI 53233
United States

Attention: Laura Engan

Bill To: POLICE DEPT BUDGET/FINANCE ROOM 706
749 W. STATE STREET
MILWAUKEE WI 53233
United States

Tax Exempt? Y Tax Exempt ID: A-245518

Replenishment Option: Standard

Line-Sch	Item/Description	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	REPUBLICAN NATIONAL CONVENTION (RNC) VENDOR SERVICE CONTRACT FOR OPEN SOURCE INTELLIGENCE TOOL; BUDGET LINE ITEM E-11	1.00	VEN	43,673.5000000000	43,673.50	12/31/2024
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Schedule Total 43,673.50

MAXIMUM COMPENSATION IS NOT TO EXCEED: \$43,673.50
CONTRACTOR CONTACT FOR ORDER PLACEMENT: ERIN TURNER
PHONE #: 763-358-3291, EMAIL: ETURNER@ABAXENT.COM
CITY OF MILWAUKEE CONTACT: LIEUTENANT MATTHEW PALMER
PHONE #: 414-935-7030, EMAIL: MPPALM@MILWAUKEE.GOV

TO BE IN ACCORDANCE WITH THE CITY OF MILWAUKEE TERMS AND CONDITIONS FOR CONTRACT B0000020203 AND THIS PURCHASE ORDER.

Item Total 43,673.50

Total PO Amount 43,673.50

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

DocuSigned by:

City Purchasing Director

Rhonda U. Kelsey

Date 5/26/2024

City Comptroller

Richard Barr

Date 5/28/2024

For Bill Christianson

DS DS
CO RAR