

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Sole Source Contract
Contract #E0000018937**

Background:

User Department:	Milwaukee Fire Department (MFD)
Purchasing Agent:	Marina Litvinets
Contract Description:	Vendor Service Contract for FirstWatch Dashboard System Software Annual Support and Maintenance
Vendor Name and Location:	FirstWatch Solutions, Inc. d/b/a FirstWatch (Carlsbad, CA)
Contract Term:	Five (5) years from 05/26/2022 through 05/25/2027
Requisition # and Date Received:	0000018937 & 05/12/2022
Original Contract Amount:	\$130,000.00
Expenditures to Date:	\$0.00
Current Contract Amount:	\$130,000.00

Purpose of Contract:

This is a request to allow the Milwaukee Fire Department (MFD) to dispense with the City's competitive bid process to award a Sole Source Vendor Service Contract for FirstWatch Dashboard System Software Annual Support and Maintenance to FirstWatch Solutions, Inc. d/b/a FirstWatch. The estimated contract total is \$130,000.00 for the contract term of five (5) years from 05/26/2022 through 05/25/2027.

Justification for Waiver:

FirstWatch Solutions, Inc. d/b/a FirstWatch has been providing these services since 2015. Switching to a new vendor would require hundreds of hours of custom programming work that is not feasible at this point. Additionally, a switch would require the recalibration of multiple agencies and systems that are not designed to receive data from FirstWatch in its existing format.

FirstWatch provides command staff and field personnel with real-time statuses of resources, utilization of resources based on historic values, response and turn-out times as compared to nationally set standards, and dispatch call-processing times. The software provided turns raw data into meaningful information, helping Department Senior Managers improve situational awareness, operational performance, and clinical patient outcomes.

Software support and maintenance for the FirstWatch Dashboard System are proprietary and must be provided by FirstWatch Solutions, Inc. d/b/a FirstWatch.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

DocuSigned by:

Rhonda U. Kelsey

City Purchasing Director
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6/14/2022

Date

F&P Waiver Presentation Date: 07/26/2022

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Sole Source Contract
Contract #E0000015565**

Background:

User Department:	Milwaukee Health Department (MHD)
Purchasing Agent:	Markiesha Henderson
Contract Description:	Vendor Service Contract for MiSeq System
Vendor Name and Location:	Illumina, Inc. (San Diego, CA)
Contract Term:	Two (2) years from 06/19/2019 through 06/18/2021 with the option to extend for three (3) additional one (1) year periods, upon mutual agreement
Requisition # and Date Received:	0000019007 & Rec'd 06/27/2022
Original Contract Amount:	\$102,287.30 (SPHLP & ELD COVID GRANT-FUNDED)
Expenditures to Date:	\$482,231.09
Current Contract Amount:	\$813,514.50

History of Contract Amendments:

Date	Item	Term	Cost
06/19/2019	Original Contract: Vendor Service Contract for MiSeq System F&P Committee Approval Not Applicable	06/19/2019 through 06/18/2021	\$102,287.30
05/20/2021	Amendment #1: Increased the contract total by \$564,744.60 from \$102,287.30 to \$667,031.90 and extended the contract term for one (1) year from 06/19/2021 through 06/18/2022, exercising the first (1 st) of three (3) options to extend for one (1) year periods, upon mutual agreement. F&P Committee Approval Not Applicable	06/19/2021 through 06/18/2022	\$564,744.60
09/07/2021	Amendment #2: Increased the contract total by \$25,699.60 from \$667,031.90 to \$692,731.50 and incorporated the purchase of ISEQ 100 Equipment System and Service Plan into the contract. F&P Committee Approval Not Applicable	N/A	\$25,699.60
10/10/2021	Amendment #3: Increased the contract total by \$120,783.00 from \$692,731.50 to \$813,514.50 and extended the contract term for one (1) year from 06/19/2022 through 06/18/2023, exercising the second (2 nd) of three (3) options to extend for one (1) year periods, upon mutual agreement. F&P Committee Approval Not Applicable	06/19/2022 through 06/18/2023	\$120,783.00
Pending	Amendment #4: Exercise the third (3 rd) of three (3) options to extend the contract term upon mutual agreement from 06/19/2023 through 08/15/2024, add two (2) additional options to extend the contract term for one (1) year periods upon mutual consent and increase the contract total by \$108,853.25 from \$813,514.50 to \$922,367.75.	06/19/2023 through 08/15/2024	\$108,853.25
Total (including the pending amendment)			\$922,367.75

Purpose of Contract/Amendment:

The purpose of this amendment is to increase the contract total of the Milwaukee Health Department's Vendor Service Contract for MiSeq System with Illumina, Inc. by \$108,853.25 from \$813,514.50 to \$922,367.75. Additionally, to extend the contract term from 06/19/2023 through 08/15/2024 exercising the third (3rd) of three (3) options to extend upon mutual agreement, to coincide with the Vendor's quotes #4439077 dated 06/16/2022 (Exhibit 1), #4431088 dated 05/18/2022 (Exhibit 2) and #4432048 dated 05/18/2022 (Exhibit 3), respectively. Lastly, add two (2) more options to extend for one (1) year periods, upon mutual agreement. The extensions will allow the Milwaukee Health Department (MHD) to continue to have service support coverage of the existing MiSeq System, relocation services and the extension of their BaseSpace Sequence HUB Annual Subscription. The cost will be covered with the Strengthening Public Health Lab Preparedness (SPHLP) grant funds 7210 GR38065210000 (\$27,401.80) and ELC COVID Expansion grant funds 7253 GR3806821000 (\$81,451.45), which expire on 07/31/2023.

Justification for Waiver:

The MiSeq System is a Next Generation Sequencing (NGS) instrument, solely manufactured by Illumina, Inc., that offers advanced DNA sequencing solutions in certified laboratories, integrating cluster generation, amplification, sequencing, and data analysis in a single instrument. The system uses a proprietary sequencing by synthesis technology to provide rapid and cost-effective genetic analysis of clinical and environmental samples. Per CDC directive, beginning January 1, 2019, it is recommended that all public health laboratory members use this technology to meet the turn-around times and uploading sequencing data to the National Database. The Public Safety and Health Committee convened during closed session on February 14, 2019 and approved this contract.

MHD uses this instrument and NGS sequencing technology to improve microbial pathogen surveillance for a variety of applications that include, but are not limited to: identification and characterization of viruses (e.g. influenza), foodborne bacteria (e.g. Salmonella, Shigella, Campylobacter, Listeria), gonorrhea antimicrobial resistance, and direct specimen pathogen detection (e.g. Legionella, multi-drug resistance TB- Mycobacterium tuberculosis), gastrointestinal pathogen, monitoring vaccine preventable diseases (e.g. mumps, Measles, rubella, pertussis, and meningitis), and towards improving beach monitoring practices. As MHD is under many CDC networks for public health laboratory programs, they are obligated to provide routine surveillance and outbreaks response data to meet CDC's requirement. Without the proprietary MiSeq instrument, MHD will not be able to meet the CDC's program requirements and will be out of compliance.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

Note: Prior to this amendment the service costs of this contract remained below 50% and therefore, were not presented to the F&P Committee.

DocuSigned by:



City Purchasing Director
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7/6/2022
Date

F&P Waiver Presentation Date: 07/26/2022

Illumina, Inc
5200 Illumina Way
San Diego CA 92122-4616
USA
Hereinafter referred to as "Illumina"

CUSTOMER INFORMATION

Company Name	City of Milwaukee Health Department 841 N Broadway St RM 205 Milwaukee, Wisconsin, USA 53202-3640
Account Number	4000010294
Contact	Kristin Schieble (414) 286-3914 kschieb@milwaukee.gov
Billing Entity	City of Milwaukee Health Department
Ship To	City of Milwaukee Health Department 841 N Broadway St , RM 205 Milwaukee , Wisconsin , USA
Ultimate Consignee	City of Milwaukee Health Department USA

HOW TO ORDER

Purchase this quotation on MyIllumina
<https://my.illumina.com/order-management/quotes/4439077>
Simply find the quote in your list or enter the quote number in the quote field and add to cart

Unable to complete this transaction? Provide your purchase order and a copy of the quotation to Customer Care at
customercare@illumina.com
Toll Free: +1.800.809.ILMN (4566)

Need to register? Create an account at my.illumina.com/welcome

Illumina Representative:

Robin Ball
+1 (858) 2024500
rball@illumina.com

PRODUCT AND PRICING

Catalog Number	Item Description	List Price (USD)	Discount	Discounted Price (USD)	Units	Subtotal (USD)
SV-500-1002	On-Site Labor-SQ Per hour on-site sequencing support (2 hour minimum)	456.00	22.80 (5.00%)	433.20	2	866.40
IL-SER-TRAVEL-Z1	ILLUMINA TRAVEL ZONE 1 ILLUMINA TRAVEL ZONE 1	1,071.00	1,071.00 (100.00%)	0.00	1	0.00
SV-150-1003	Instrument Relocation Includes contracted moving/labor crew and applicable freight costs to relocate your Illumina instrumentation. Asset Number: M06364,M07668	3,075.00	153.75 (5.00%)	2,921.25	1	2,921.25
SP-103-1006	MiSeq® Installation and Operational Qualification Installation Qualification (IQ) and Operation Qualification (OQ) provides documented proof that the instrument has been delivered, installed, and operating as intended and according to manufacturer specifications. It is required by many regulations and quality standards. It is recommended at initial installation, after relocation, or before start of regulated use. Asset Number: M06364	9,302.00	465.10 (5.00%)	8,836.90	1	8,836.90
SP-103-1006	MiSeq® Installation and Operational Qualification Installation Qualification (IQ) and Operation Qualification (OQ) provides documented proof that the instrument has been delivered, installed, and operating as intended and	9,302.00	465.10 (5.00%)	8,836.90	1	8,836.90

	<p>according to manufacturer specifications. It is required by many regulations and quality standards. It is recommended at initial installation, after relocation, or before start of regulated use.</p> <p>Asset Number: M07668</p>					
Subtotal						21,461.45
Final Investment (USD)						21,461.45

Tax is an estimate and is subject to change upon invoicing based upon the appropriate tax regulations.

Notes: The prices listed above are estimates only and may be adjusted based on the actual services rendered at the Customer facility (i.e., actual number of hours services are performed). Customer will be invoiced for entire amount of services actually rendered. Unless otherwise indicated, prices stated are exclusive of any applicable Value Added Tax or other sales tax. The breakdown of any applicable VAT payable with your order shall be indicated on the invoice. VAT will be payable at the applicable rate and may vary by country. If the services relate to the relocation of our instruments but the Customer elects to relocate the instrument itself without our support then the Customer must ensure that the pickup and re-delivery of the instrument is scheduled to coincide with our de-installation and re-installation of the instrument. Please note that any damage that may be incurred to the instrument during transit will NOT be Illumina's responsibility.

Inco Terms: DAP: Delivered At Place

Payment Terms: Net 30 Days

SHIP SCHEDULE POLICY

In cases where this Quotation does not include a pre-defined ship schedule, the following ship hold terms shall apply:

- All orders requiring more than one delivery should have a defined ship schedule indicating quantity, product catalog numbers and shipment dates. Delay in providing a Ship Schedule may result in additional processing time.
- First ship date must be no later than three months from order placement date.
- The entire order must be shipped complete within 12 months of order placement, unless outlined by contract provisions.
- Amendments to the Ship Schedule should be requested at least 14 days prior to the scheduled shipment date. Note that country specific terms will take governance.
- Illumina may be able to accommodate requests for ship schedule modifications due to unforeseen circumstances to support our customers. Confirmation will be subject to approval and may impact lead time for delivery.
- Any exceptions to the Ship Schedule terms must be agreed to in writing by Illumina.
- If Customer cannot take shipment in accordance with these terms, Illumina reserves the right to cancel the order in its entirety or impose a fee for cancellation or shipment deferral.
- Illumina reserves the right to amend the lead time necessary to initiate the first shipment (which may be longer than the lead time quoted at the time of order placement).

Illumina does not supply plastics such as microplates or pipette tips for use in the listed assays and these are not included in the consumables pricing provided; however, as a result of the highly multiplexed nature of all assays, plastics alone contribute minimally to the final cost.

Terms & Conditions

The offer contained in this document is automatically revoked by Illumina if not executed by Customer and a purchase order received by Illumina before 5:00 pm (based on the location of the Illumina quoting entity) on the expiration date shown on page 1 of this Quotation.

Customer agrees to provide to Illumina a purchase order for all of the items listed in this Quotation prior to its expiration date. The purchase order must reference this Quotation and match the amount stated.

By this Quotation, Illumina conditionally offers to Customer the Illumina products and/or services described above. This offer is conditional on, and may only be accepted by, Customer's agreement that Illumina's terms and conditions listed below or otherwise included with the product or service, as applicable to the specific product or service quoted ("Terms and Conditions"), is the sole and exclusive agreement between Customer and Illumina with respect to the particular product or service.

For the avoidance of doubt, any terms and conditions applicable to "Test Specific Products" that have a specific intended use in such products' documentation, as set forth in such terms and conditions, are applicable only to in vitro diagnostic products.

Additionally, notwithstanding the Illumina entity that is listed on the cover page of this Quotation, the parties understand and agree that in the event an Illumina affiliate provides products or services to Customer, such Illumina affiliate is the relevant quoting and contracting entity for such products or services under this Quotation and the relevant Terms and Conditions.

By submitting an order, Customer accepts and agrees that the Terms and Conditions referenced in this Quotation is the sole and exclusive agreement between Customer and Illumina with respect to the products and/or services as described above and accepts all other terms of this quotation. NOTWITHSTANDING THE FOREGOING, IF ILLUMINA AND CUSTOMER HAVE ENTERED INTO A VALID AND ENFORCEABLE SIGNED AGREEMENT GOVERNING THE ILLUMINA PRODUCTS AND/OR SERVICES DESCRIBED ABOVE, THE ORDER OF PRECEDENCE BETWEEN THE AGREEMENT AND THE TERMS AND CONDITIONS SHALL BE AS FOLLOWS: IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE AGREEMENT AND THE TERMS AND CONDITIONS, OR IF THE AGREEMENT INCLUDES ADDITIONAL TERMS NOT ADDRESSED IN THE TERMS AND CONDITIONS, THE AGREEMENT SHALL GOVERN WITH RESPECT TO SUCH TERMS.

<https://www.illumina.com/company/legal/terms-and-conditions.html>

Illumina, Inc
 5200 Illumina Way
 San Diego CA 92122-4616
 USA
 Hereinafter referred to as "Illumina"

CUSTOMER INFORMATION

Company Name	City of Milwaukee Health Department 841 N Broadway St RM 205 Milwaukee, Wisconsin, USA 53202-3640
Account Number	4000010294
Contact	Kristin Schieble (414) 286-3914 kschieb@milwaukee.gov
Billing Entity	City of Milwaukee Health Department
Ship To	City of Milwaukee Health Department 841 N Broadway St Milwaukee , Wisconsin , USA
Ultimate Consignee	City of Milwaukee Health Department USA

HOW TO ORDER

For all consumable orders please submit your order
 online through
 MyIllumina (<http://my.illumina.com>).

For all other orders please submit your institutional
 Purchase Order and a complete copy of this quotation to
 the attention of:
Illumina Customer Care
customer care@illumina.com
 Toll Free: +1.800.809.ILMN (4566)

Illumina Representative:

Kevin Fitzgerald
 +1 (619) 9152222
 kfitzgerald1@illumina.com

PRODUCT AND PRICING

Catalog Number	Item Description	List Price (USD)	Discount	Discounted Price (USD)	Units	Term (Years)	Subtotal (USD)
20019983	<p>MiSeq Silver Support Plan Includes full coverage for parts, labor, and travel; Reagent replacement upon HW failures; 1 PM; Remote Technical Support 18x5; 2 business day on-site response target*; control SW and HW updates; on-site applications support; discounts on advanced training; remote monitoring available. This is the most popular full-service plan balancing performance, productivity, and cost to deliver confidence and peace of mind. *select geographies. Asset Number: M06364 Contract Term: 24.00 months Billing Frequency: In-Full Advance Invoicing Contract Start Date: July 28, 2022 Contract End Date: July 27, 2024</p>	14,422.00	721.10 (5.00%)	13,700.90	1	2.00	27,401.80
Subtotal							27,401.80
Final Investment (USD)							27,401.80

Tax is an estimate and is subject to change upon invoicing based upon the appropriate tax regulations.

Inco Terms: DAP: Delivered At Place

Payment Terms: Net 30 Days

SHIP HOLD POLICY

In cases where this Quotation does not include a pre-defined ship schedule, the following ship hold terms shall apply:

- All orders must have a defined ship schedule. The initial ship date must be no later than three (3) months from the date the purchase order is received by Illumina (as provided in the Order Confirmation) and the entire order must be shipped complete within twelve (12) months from Illumina's receipt of the purchase order.
- Any exceptions to these ship hold terms must be agreed to in writing by Illumina and the Customer must pre-pay at least fifty percent (50%) of the purchase order amount of the affected shipments.
- Customers may request two (2) shipment delays for any single purchase order. The total months of delayed shipment for shipments associated with a single purchase order shall not exceed six (6) months.
- If Customer has requested a delayed shipment, Illumina reserves the right to change the lead time necessary to initiate Customer's first shipment (which may be longer than the lead time quoted at the time of the order placement).
- If Customer cannot take shipment in accordance with these terms, Illumina reserves the right to cancel the order in its entirety without any liability to the Customer.

Illumina does not supply plastics such as microplates or pipette tips for use in the listed assays and these are not included in the consumables pricing provided; however, as a result of the highly multiplexed nature of all assays, plastics alone contribute minimally to the final cost.

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For the avoidance of doubt, any terms and conditions applicable to "Test Specific Products" that have a specific intended use in such products' documentation, as set forth in such terms and conditions, are applicable only to in vitro diagnostic products.

Additionally, notwithstanding the Illumina entity that is listed on the cover page of this Quotation, the parties understand and agree that in the event an Illumina affiliate provides products or services to Customer, such Illumina affiliate is the relevant quoting and contracting entity for such products or services under this Quotation and the relevant Terms and Conditions.

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CUSTOMER INFORMATION

Company Name	City of Milwaukee Health Department 841 N Broadway St RM 205 Milwaukee, Wisconsin, USA 53202-3640
Account Number	4000010294
Contact	Manjeet Khubbar (414) 286-3521 mkhubb@milwaukee.gov
Billing Entity	City of Milwaukee Health Department
Ship To	City of Milwaukee Health Department 841 N Broadway St Milwaukee , Wisconsin , USA
Ultimate Consignee	City of Milwaukee Health Department USA

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customercare@illumina.com
 Toll Free: +1.800.809.ILMN (4566)

Illumina Representative:

Kevin Fitzgerald
 +1 (619) 9152222
 kfitzgerald1@illumina.com

PRODUCT AND PRICING

Catalog Number	Item Description	List Price (USD)	Units	Term (Years)	Subtotal (USD)
SW-411-1003	BaseSpace Sequence Hub Enterprise Annual Subscription BaseSpace® Enterprise Annual Subscription Contract Term: 24.00 months Billing Frequency: Yearly Billing Type: Upfront Contract Start Date: August 16, 2022 Contract End Date: August 15, 2024	29,995.00	1	2.00	59,990.00
Subtotal					59,990.00
Final Investment (USD)					59,990.00

Tax is an estimate and is subject to change upon invoicing based upon the appropriate tax regulations.

Inco Terms: DAP: Delivered At Place

Payment Terms: Net 30 Days

SHIP HOLD POLICY

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- All orders must have a defined ship schedule. The initial ship date must be no later than three (3) months from the date the purchase order is received by Illumina (as provided in the Order Confirmation) and the entire order must be shipped complete within twelve (12) months from Illumina's receipt of the purchase order.
- Any exceptions to these ship hold terms must be agreed to in writing by Illumina and the Customer must pre-pay at least fifty percent (50%) of the purchase order amount of the affected shipments.
- Customers may request two (2) shipment delays for any single purchase order. The total months of delayed shipment for shipments associated with a single purchase order shall not exceed six (6) months.
- If Customer has requested a delayed shipment, Illumina reserves the right to change the lead time necessary to initiate Customer's first shipment (which may be longer than the lead time quoted at the time of the order placement).
- If Customer cannot take shipment in accordance with these terms, Illumina reserves the right to cancel the order in its entirety without any liability to the Customer.

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For the avoidance of doubt, any terms and conditions applicable to "Test Specific Products" that have a specific intended use in such products' documentation, as set forth in such terms and conditions, are applicable only to in vitro diagnostic products.

Additionally, notwithstanding the Illumina entity that is listed on the cover page of this Quotation, the parties understand and agree that in the event an Illumina affiliate provides products or services to Customer, such Illumina affiliate is the relevant quoting and contracting entity for such products or services under this Quotation and the relevant Terms and Conditions.

By submitting an order, Customer accepts and agrees that the Terms and Conditions referenced in this Quotation is the sole and exclusive agreement between Customer and Illumina with respect to the products and/or services as described above and accepts all other terms of this quotation. NOTWITHSTANDING THE FOREGOING, IF ILLUMINA AND CUSTOMER HAVE ENTERED INTO A VALID AND ENFORCEABLE SIGNED AGREEMENT GOVERNING THE ILLUMINA PRODUCTS AND/OR SERVICES DESCRIBED ABOVE, THE ORDER OF PRECEDENCE BETWEEN THE AGREEMENT AND THE TERMS AND CONDITIONS SHALL BE AS FOLLOWS: IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE AGREEMENT AND THE TERMS AND CONDITIONS, OR IF THE AGREEMENT INCLUDES ADDITIONAL TERMS NOT ADDRESSED IN THE TERMS AND CONDITIONS, THE AGREEMENT SHALL GOVERN WITH RESPECT TO SUCH TERMS.

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**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Sole Source Contract
Contract #E0000011889**

Background:

User Department:	DPW – Water Works
Purchasing Agent:	Diana Herrejon
Contract Description:	Service Contract for Annual Maintenance Agreement for Itron Water Meter Reading Equipment
Vendor Name and Location:	Itron, Inc. (Dallas, TX)
Contract Term:	05/01/2012 – 04/30/2013 with the option to extend annually upon mutual consent
Requisition # and Date Received:	Req #0000018941 & Rec'd: 05/11/2022
Original Contract Amount:	\$35,186.20
Expenditures to Date:	\$254,228.26
Current Contract Amount:	\$304,991.77

History of Contract Amendments:

Date	Description	Term	Cost
6/28/2012	Original Service Contract E11889 – Annual Maintenance Agreement for Itron Water Meter Reading Equipment	05/01/2012 through 04/30/2013	\$35,186.20
7/19/2013	Amendment #1 – Extended the contract term from 05/01/2013 through 04/30/2014, exercising the annual option to extend upon mutual consent and increased the estimated contract total by \$35,186.20 from \$35,186.20 to \$70,372.40. F&P Approval waived 7/19/2013	05/01/2013 through 04/30/2014	\$35,186.20
4/16/2014	Amendment #2 – Extended the contract term from 05/01/2014 through 04/30/2015, exercising the annual option to extend upon mutual consent and increased the estimated contract total by \$35,186.20 from \$70,372.40 to \$105,558.60. F&P Approval waived 4/16/2014	05/01/2014 through 04/30/2015	\$35,186.20
5/14/2015	Amendment #3 – Extended the contract term from 05/01/2015 through 04/30/2016, exercising the annual option to extend upon mutual consent and increased the estimated contract total by \$34,030.40 from \$105,558.60 to \$139,589.00. F&P Approval waived 5/29/2015	05/01/2015 through 04/30/2016	\$34,030.40
3/16/2016	Amendment #4 – Extended the contract term from 05/01/2016 through 04/30/2017, exercising the annual option to extend upon mutual consent and increased the estimated contract total by \$45,314.11 from \$139,589.00 to \$184,903.11. F&P Approval waived 3/23/2016	05/01/2016 through 04/30/2017	\$45,314.11
4/26/2017	Amendment #5 – Extended the contract term from 05/01/2017 through 04/30/2018, exercising the annual option to extend upon mutual consent and increased the estimated contract total by \$11,488.66 from \$184,903.11 to \$196,391.77. F&P Approval waived 5/3/2017	05/01/2017 through 04/30/2018	\$11,488.66
04/23/2018	Amendment #6 – Extended the contract term from 05/01/2018 through 04/30/2019, exercising the annual option to extend upon mutual agreement and increased the estimated contract total by \$2,000.00 from \$196,391.77 to \$198,391.77 to cover the cost for annual maintenance. F&P Approval waived 5/2/2018	05/01/2018 through 04/30/2019	\$2,000.00

03/12/2019	Amendment #7 – Extended the contract term from 05/01/2019 through 04/30/2020, exercising the annual option to extend upon mutual consent and increased the estimated contract total by \$600.00 from \$198,391.77 to \$198,991.77 to cover the cost for annual maintenance. F&P review is not required.	05/01/2019 through 04/30/2020	\$600.00
07/13/2020	Amendment #8 – Extended the contract term from 05/01/2020 through 04/30/2021, exercising the annual option to extend upon mutual consent and increased the estimated contract total by \$51,000.00 from \$198,991.77 to \$249,991.77. F&P approval waived 7/22/2020	05/01/2020 through 04/30/2021	\$51,000.00
04/08/2021	Amendment #9 – Extended the contract term from 05/01/2021 through 04/30/2022, exercising the annual option to extend upon mutual consent and increased the estimated contract total by \$55,000.00, from \$249,991.77 to \$304,991.77. F&P approval waived 04/08/2021	05/01/2021 through 04/30/2022	\$55,000.00
Pending	Amendment #10 – Extend the contract term from 05/01/2022 through 04/30/2023, exercising the annual option to extend upon mutual consent, incorporate a subscription-based service fee as described in vendor’s pricing summary dated 05/06/2022, and increase the estimated contract total by \$17,000.00 from \$304,991.77 to \$321,991.77.	05/01/2022 through 04/30/2023	\$17,000.00
Total (including the pending amendment #10)			\$321,991.77

Purpose of Amendment:

The purpose of this amendment is to extend the contract term of the existing Service Contract for Annual Maintenance Agreement for Itron Water Meter Reading Equipment with Itron, Inc. for one (1) year, from 05/01/2022 through 04/30/2023, exercising the annual option to extend upon mutual consent. Additionally, incorporate a subscription-based service fee for Itron Cloud Software Service as described in the vendor’s pricing summary dated 05/06/2022 (Exhibit 1) and increase the estimated contract total by \$17,000.00 from \$304,991.77 to \$321,991.77 to cover the cost of the software subscription and annual maintenance.

Justification for Waiver:

The Milwaukee Water Works uses automated meter reading equipment manufactured by Itron, Inc. to obtain water meter readings for billing purposes. The services provided by Itron, Inc. include hardware support for two (2) mobile computers and radio receivers that collect the meter readings, hardware support, and repairs of 57 handheld meter-reading devices. In addition, it includes maintenance and support of the software that supports the meter readings.

As sole proprietor, Itron, Inc. is the only contractor that can provide maintenance support to the Itron Water Meter Reading Equipment used by Milwaukee Water Works.

For this reason, and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

DocuSigned by:

Rhonda Kelsey

City Purchasing Director
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7/5/2022

Date

F&P Waiver Presentation Date: 07/26/2022



Electric / Gas / Water

Information collection, analysis and application

2111 N. Molter Rd.

Liberty Lake, WA 99019

fax: 866-787-6910

www.itron.com

Pricing Summary for
City of Milwaukee,
Wisconsin

BMR# 24741-22 Ver1 May
 May 6, 2022

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Itron Cloud Services						(1,2)
Setup Fees						
1	FTA-SETUP-FEE	Field Tools Advanced Value-Add Setup Fee			\$275.00	
Annual Subscription Fees						
2	FTA I-SUB	Field Tools Advanced, From 150,001 - 200,000 Endpoints, Electronic Delivery			\$5,984.00	
Itron Cloud Services Total					\$6,259.00	

Notes and Assumptions

- (1) Every new Field Tools Advanced customer must have Itron setup their Business Unit to make the Advanced Value-add features available to the Field Tools app or mobile client.
- (2) Subscriptions are an annual fee shown in List Price, to gain access to the Advanced Value-add features of Field Tools. Quantity pricing is based on the total number of distinct endpoints owned by the utility.
- (3) Unless otherwise agreed by the parties, Itron reserves the right to renew Recurring Services after the first year at the then-current price list.
- (4) Pricing is based on existing agreements or Itron's standard terms and conditions.
- (5) Freight and taxes are not included. Prices are in US dollars. Prices are valid for 60 days.

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Sole Source Contract
Contract #E0000015146**

Background:

User Department:	Common Council-City Clerk
Purchasing Agent:	Markiesha Henderson
Contract Description:	Vendor Service Contract for Upgrade, Support, and Maintenance of Legistar Software Program Benefits
Vendor Name and Location:	Granicus, Inc. (Denver, CO)
Contract Term:	01/01/2017-12/31/2021
Requisition # and Date Received:	0000018963 & 06/02/2022
Original Contract Amount:	\$318,000.00
Expenditures to Date:	\$569,503.36
Current Contract Amount:	\$577,029.14

History of Contract Amendments:

Date	Item	Term	Cost
02/01/2017	Original Contract E0000015146 for Upgrade, Support, and Maintenance of Legistar Software Program Benefits F&P Committee Approval Waived on: 02/01/2017	01/01/2017 through 12/31/2021	\$318,000.00
03/20/2019	Amendment #1: Increased the estimated contract total by \$149,985.00 from \$318,000.00 to \$467,985.00. F&P Committee Approval Waived on: 03/20/2019	n/a	\$149,985.00
06/30/2021	Amendment #2: Increased the estimated contract total by \$30,984.00 from \$467,985.00 to \$498,969.00, added the option to extend the contract and immediately exercised this option by extending the contract term for three (3) months, from 01/01/2022 through 03/31/2022, for the additional closed captioning service hours. F&P Committee Approval Waived on: 06/30/2021	01/01/2022 through 03/31/2022	\$30,984.00
03/16/2022	Amendment #3: Increased the estimated contract total by \$78,060.14 from \$498,969.00 to \$577,029.14, added the option to extend the contract and immediately exercised this option by extending the contract term for nine (9) months, from 04/01/2022 through 12/31/2022. F&P Committee Approval Waived on 03/16/2022	04/01/2022 through 12/31/2022	\$78,060.14
Pending	Amendment #4: Increase the estimated contract total by \$14,355.00 from \$577,029.14 to \$591,384.14.	n/a	\$14,355.00
Total (including the pending amendment)			\$591,384.14

Purpose of Amendment:

The purpose of this amendment is to increase the estimated contract total by \$14,355.00 from \$577,029.14 to \$591,384.14, in accordance with Granicus, Inc. Quote number Q-240330 dated 05/31/2022 (Exhibit 1), to cover the additional closed captioning service hours for the period from 04/01/2021 through 05/03/2022. The additional hours will be paid by Closed Captioning Special Fund and Operating Fund.

Justification for Waiver:

Granicus, Inc. is the only software developer and distributor of the Legistar and ConTrack Systems that were originally purchased in 2008 to allow public access to Common Council files and attachments. All Granicus, Inc. products are proprietary and can only be maintained and installed by Granicus, Inc.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

DocuSigned by:

Rhonda U. Kelsey

City Purchasing Director
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6/8/2022

Date

F&P Waiver Presentation Date: July 26, 2022



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Milwaukee, WI

Granicus Proposal for Milwaukee, WI

ORDER DETAILS

Prepared By: Josh Gondwe
Phone: +1 2024376416
Email: josh.gondwe@granicus.com
Order #: Q-204330
Prepared On: 05/31/2022
Expires On: 06/24/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Closed Captioning Services - Real Time (Hour)	Up Front	99 Hours	\$14,355.00
SUBTOTAL:			\$14,355.00

PRODUCT DESCRIPTIONS

Solution	Description
Closed Captioning Services - Real Time (Hour)	Remote Real-Time Closed Captioning.

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Milwaukee, WI to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-204330 dated 05-31-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

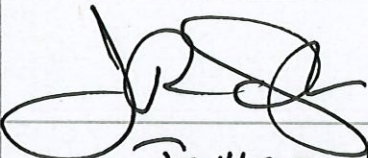
Billing Contact:	Terry MacDonald	Purchase Order Required?	<input checked="" type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:	200 E. Wells St. Room 205 Milwaukee, WI 53202	PO Number: If PO required	
Billing Email:	tmacdo@milwaukee.gov	Billing Phone:	414-286-2233

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-204330 dated 05/31/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Milwaukee, WI	
Signature:	
Name:	James R. Cwczarski
Title:	City Clerk
Date:	May 31, 2022