

Department of Administration
Purchasing Division

Waiver of Finance & Personnel Committee Approval
For Sole Source Contract
Contract #E0000018423

Background:

User Department:	Health
Purchasing Agent:	Ann Patz
Contract Description:	Vendor Service Contract for High Lead Level Family Services
Vendor Name and Location:	Community Advocates, Inc. (Milwaukee, WI)
Contract Term:	Two (2) years from date of award with option to extend annually upon mutual consent
Requisition # and Date Received:	Req#0000018423 Rec'd 08/20/2021
Original Contract Amount:	\$200,000.00 (Grant-CDBG & HUD)
Expenditures to Date:	\$0.00
Current Contract Amount:	\$200,000.00

Purpose of Contract:

The purpose of this contract is to allow the City of Milwaukee Health Department to dispense with the competitive bidding process and enter into a Sole Source Vendor Service Contract for High Lead Level Family Services with Community Advocates, Inc., for two (2) years from the date of award with the option to extend annually upon mutual consent. The contract total is \$200,000.00. A combination of CDBG grant, HUD grant, and Lead capital funds will be used. The services and fees will be in accordance with the Scope of Work revised 04/15/2021 (Exhibit 1).

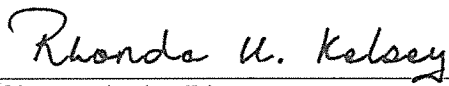
Justification for Waiver:

Community Advocates, Inc. (Community Advocates) is a sole provider specializing in providing Milwaukee residents with homeless outreach, supportive housing, tenant-landlord help, and family support for over 45 years. Community Advocates has the resources to support families through temporary relocation as well as find them safe, affordable and permanent housing if they are unable to return to their previous home.

Community Advocates, Inc. will provide families with timely and objective relocation services, including securing temporary hotel accommodations and assuring relocation resources in the form of stipends. The stipends will offset costs, such as food, transportation, and any other expenses associated with relocation. Currently, Community Advocates' Housing Department supports other City agencies in circumstances of emergency, temporary, and permanent relocation due to building code issues. Therefore, Community Advocates has the existing infrastructure to provide the services that the City of Milwaukee Health Department (MHD) Lead Hazard Reduction Program (LHRP) requires while no other organization is equipped to meet the program's needs at this time. This contract will ensure MHD LHRP is upholding its policy to temporarily relocate families of increased risk of lead exposure during abatement activities.

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:



City Purchasing Director
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8/31/2021

Date

F&P Waiver Presentation Date: 10/06/2021

EXHIBIT 1

Community Advocates Contract for Relocation – Revised April 5, 2021

Overview:

It is the policy of the City of Milwaukee Health Department (MHD) Lead Hazard Reduction Program (LHRP) to temporarily relocate families while their property is being made lead safe if there is an increased risk of lead exposure during abatement activities.

A standard process is needed to assure objective and timely relocation when interior lead hazard reduction work is being completed on their home. The MHD LHRP maintains a contract with Community Advocates to coordinate relocation to temporary housing and facilitate disbursement of funds to cover meals, transportation, and other incidental costs associated with relocation.

Process

- 1) If occupied units are to undergo extensive lead hazard reduction activities, the occupants will need to be temporarily relocated. A relocation needs assessment will be conducted by the MHD Environmental Health Coordinator (EHC). Eligible families will receive relocation support based on the number of people who will be relocated and the length of construction work. Relocation resources are to be used to offset housing, food, transportation, and any other costs associated with a relocation.
- 2) If the EHC determines the occupant is eligible for relocation services, the EHC completes the Temporary Relocation Request form. Information included on the form includes:
 - Name of primary contact
 - Contact information
 - Number of adults and number of children needing relocation
 - Gender of adults
 - Age/DOB/gender of children
 - Date relocation is needed to begin
 - Date relocation is expected to end
 - Number of days relocation is needed
 - *Other*
- 3) The EHC then contacts the Housing Manager at Community Advocates, and faxes/emails the Temporary Relocation Request form. The EHC, when feasible to do so, provides at least three days' notice prior to standard abatement relocation.
- 4) Community Advocates will proceed to arrange for and provide lead safe housing, transportation and food assistance to families who require relocation due to lead hazards. Community Advocates will coordinate times and location with families and facilities, and assure the family has funds to cover transportation and incidentals/food.
- 5) Community Advocates shall provide hotel accommodations under contracted rates with local providers, and per diem resources according to the following guidelines:

Number of Occupants	Relocation Cost per Day (meals, transportation, etc)
1-2	\$66
3-4	\$136
5-13+	+\$16/per add'l

- 6) For a standard (temporary) relocation request, housing shall be provided on the date requested and the per diem funds ready for the period identified. Hotel accommodations will be paid directly from Community Advocates to the facility at a pre-negotiated rate. Relocation stipends paid to families should be used to offset food, transportation, and any other costs associated with a relocation. Families do not need to provide documentation of how the stipend was spent.
- 7) If a family is unable to return to the home because the housing is determined to be uninhabitable, Community Advocates will further assist the family in obtaining permanent housing. In cases where permanent relocation is necessary, Community Advocates will facilitate this process with the family to assure housing is identified and the family is supported for successful relocation. In cases where it is needed, Community Advocates may offer relocation assistance in the form of a security deposit to secure housing for a family, and bill these costs back to the MHD LHRP. These costs are capped at \$1000 per relocation.
- 8) At 48 hours prior to the end of the relocation period, the EHC will notify the Housing Manager at Community Advocates if there is a need to extend the relocation period. Extension per diem funds shall be issued by Community Advocates to the family within two days of being requested. If the no contact is made to Community Advocates to extend the period of relocation, the period will expire on the original end date.

Additional Considerations

Relocations without three days' notice shall be considered emergency relocations. All activities will occur at an accelerated pace. Community Advocates will be compensated accordingly (as listed below). For emergency housing requests housing shall be set up and the initial per diem funds issued to the family issued within 24 hours of the initial request being placed.

Payment to Community Advocates

- Community Advocates will invoice the MHD on a monthly basis for activities and expenses during the prior month. Community Advocates will submit a tracking spreadsheet that includes clients served (names and contact information), dates of involvement (referral, relocation start/end, follow-up/closure), and outcome.
- The Department shall pay fees to Community Advocates at the following rates per relocation:
Hotel amount per day + per diem amount per day + 10% admin fee
- In addition to covering expenses at the agreed upon rate, the Department shall pay Community Advocates \$120 per family receiving emergency relocation services.
- The Department shall be assessed a fee of \$20 for each additional relocation check issued.
- A fee of \$40 will be assessed if an extension request is made with less than 48 hours' notice.

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Sole Source Contract
Contract #E0000018301**

Background:

User Department:	Health
Purchasing Agent:	Ann Patz
Contract Description:	Vendor Service Contract for Clear Lab DX Instrument, Service Maintenance and Reagent Testing Kits
Vendor Name and Location:	Clear Labs, Inc. (San Carlos, CA)
Contract Term:	Three (3) years from date of award with the option to extend upon mutual consent
Requisition # and Date Received:	Req#0000018427 Rec'd 08/23/2021
Original Contract Amount:	\$468,741.60 (Grant Funds/ELC Project E)
Expenditures to Date:	\$0.00
Current Contract Amount:	\$468,741.60

History of Contract Amendments:

Date	Item	Term	Cost
09/15/2021	Original Contract: VSC for Clear Lab DX Instrument, Service Maintenance and Reagent Testing Kits. Approved by F&P Committee on: 09/15/2021	08/03/2021 through 08/02/2024	\$468,741.60
Pending	Amendment #1: Increase contract total by \$872,000.00 from \$468,741.60 to \$1,340,741.60.	n/a	\$872,000.00
Total (including the pending amendment)			\$1,340,741.60

Purpose of Amendment:

Recommend the City of Milwaukee Health Department (MHD) existing Sole Source Vendor Service Contract for Clear Lab DX Instrument, Service Maintenance and Reagent Testing Kits with Clear Labs, Inc. be amended to increase the contract total by \$872,000.00 from \$468,741.60 to \$1,340,741.60 in accordance with the vendor's quote dated 08/13/2021 (Exhibit 1). This increase will allow for additional sequencing supplies and reagents to perform 8,000 COVID-19 sequences (quantity of 250 Reagent Kits at \$3,488.00 each) in response to COVID variants rising. The ELC Project E-Cross Cutting Emerging Issues (COVID-19)-ELC Enhancing Detection grant with WI DHS and CDC funds will be used.

Justification for Waiver:

Clear Labs, Inc. is a sole source provider of the Clear DX Platform and the only manufacturer and authorized supplier in the United States. This DNA & RNA platform, including automated liquid and Next Generation sequencing components, and associated software required for bacterial, fungal and viral testing capabilities, is in alignment with the objectives of grant funding to expand public health lab capacity in areas of advanced genomics. The Clear Lab DX to be purchased will be used for automation of SARS-CoV-2 sequencing for identifying mutations and variants of concern and/or interest.

The purchase of additional sequencing supplies and reagent to perform COVID-19 sequences will allow for continuity of services and better supply management since supplies can be purchased in batches. This is in alignment with enhancing public health laboratory testing capacity in order to respond to public health emergencies.

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

8/27/2021

City Purchasing Director
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Date

F&P Waiver Presentation Date: 10/06/2021



Clear Labs, Inc.
 1559 Industrial Road
 San Carlos, CA 94070
 Tel. No. (650) 257-3304

Clear Dx™ Platform

Instrument & Reagent Agreement | Purchase

Clear Dx™ WGS: SARS-CoV-2

To Customer: City of Milwaukee Public Health Department
 Attn: Kristin Schieble

Effective Date: August 13th, 2021

Quotation

PRODUCTS and SERVICES CONSISTING OF THE FOLLOWING

QTY	PART#	DESCRIPTION: REAGENT/CONSUMABLE COSTS	PRICE
250	CL-WGS Reagent Kit	Clear Dx™ WGS SARS-CoV-2 Reagents/Consumables (WGS Mode) – 32 tests per run Reagents/Consumables Fee Technology Access Fee TOTAL Cost per Run*	\$109.00 per Sample* \$2,441.60 <u>\$1,046.40</u> \$3,488.00
Total:			\$872,000.00

Agreement Terms

Clear Dx[®] Reagent Kits: Starting on the Effective Date, Clear Labs will provide Consumables and Reagent Kits that will enable customer to conduct testing. A refresh shipment will occur at an agreed upon interval, so that stock is always maintained.

At each shipment, the customer will be invoiced for the following:

- a. Clear DX Reagent/Consumables and Technology Access fees

*See Instrument Subscription Agreement / Purchase for language associated with Preventative Maintenance and Installation

Variance: Clear Labs reserves the right to adjust the Subscription price with any changes to the Platform a. Customers will be notified in advance of any price adjustments

Shipping Costs: Shipping costs of Clear Dx[®] Consumables and Reagent Kits are charged separately.

Taxes: Unless otherwise specified or required by law, all prices will be quoted exclusive of International duties, foreign taxes, US Federal,

US State, and local excise, sales, and similar taxes; payment of which will be the responsibility of the Customer.

Shipping & Invoice Information:

The following is Customer's information as required for shipping and invoicing.
Customer will keep this information current by promptly updating Clear Labs of all changes:

Sold to Address:

Office placing all
purchase orders

Bill to Address:

Office that should
receive invoices

Ship to Address:

Location that should
receive Platform and at
which Platform will be
installed and used

Note: Customer is required to retain all shipping materials as the Hardware must be shipped in its original packaging. If packaging is lost or damaged, Customer will be charged for the replacement of shipping materials.

Terms

Effective Date: _____

Expiration Date: 1 Years from Effective Date ("Initial Term") automatically renewing thereafter subject to a Clear Labs' proposal for the Renewal Term.

Acknowledged and Agreed to as of the Effective Date

Clear Labs, Inc.

As Customer:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print Name: Sasan Amini

Print Name: _____

Title: CEO & Co-founder

Title: _____

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
Sole Source Contract
Contract #E0000012706**

Background:

User Department:	DPW – Infrastructure – Facility Development and Management
Purchasing Agent:	Ann Patz
Contract Description:	Vendor Service Contract for Card Access Maintenance
Vendor Name and Location:	Toepfer Security Corporation (Waukesha, WI)
Contract Term:	01/01/2014-12/31/2014 with option to extend annually as needed
Requisition # and Date Rec'd:	Req. #0000018461, Rec'd 09/10/2021
Original Contract Amount:	\$ 750,000.00
Expenditures to Date:	\$ 2,787,216.19
Current Contract Amount:	\$ 3,050,000.00

History of Contract Amendments:

Date	Item	Term	Cost
10/30/2013	Original Contract: VSC for Card Access Maintenance for a period of one (1) year from 01/01/2014 through 12/31/2014 with the option to extend annually for one (1) year upon mutual consent as needed. Waiver Presented: 10/30/2013	01/01/2014 through 12/31/2014	\$750,000.00
N/A	Amendment #1: Extended the contract for one (1) year from 01/01/2015 through 12/31/2015, exercising the option to extend for one (1) year upon mutual agreement. F&P Review Not Required.	01/01/2015 through 12/31/2015	n/a
07/17/2015	Amendment #2: Increased the estimated contract total by \$500,000.00 from \$750,000.00 to \$1,250,000.00. Waiver Presented: 07/17/2015	n/a	\$500,000.00
N/A	Amendment #3: Extended the contract for one (1) year from 01/01/2016 through 12/31/2016, exercising the option to extend for one (1) year upon mutual agreement. F&P Review Not Required.	01/01/2016 through 12/31/2016	n/a
02/01/2017	Amendment #4: Increased the estimated contract total by \$500,000.00 from \$1,250,000.00 to \$1,750,000.00 and extended the contract for one (1) year from 01/01/2017 through 12/31/2017, exercising the option to extend for one (1) year upon mutual agreement. Waiver Presented: 02/01/2017	01/01/2017 through 12/31/2017	\$500,000.00
4/23/2018	Amendment #5: Increased the estimated contract total by \$500,000.00 from \$1,750,000.00 to \$2,250,000.00 and extended the contract for one (1) year from 01/01/2018 through 12/31/2018, exercising the option to extend for one (1) year upon mutual agreement. Waiver Presented: 04/23/2018	01/01/2018 through 12/31/2018	\$500,000.00
N/A	Amendment #6: Extended the contract for one (1) year from 01/01/2019 through 12/31/2019, exercising the option to extend for one (1) year upon mutual agreement. F&P Review Not Required.	01/01/2019 through 12/31/2019	n/a

06/12/2019	Amendment #7: Increased the estimated contract total by \$500,000.00 from \$2,250,000.00 to \$2,750,000.00. Waiver Presented: 06/12/2019	n/a	\$500,000.00
N/A	Amendment #8: Extended contract for one (1) year from 01/01/2020 through 12/31/2020, exercising the option to extend for one (1) year upon mutual consent. F&P Review Not Required.	01/01/2020 through 12/31/2020	n/a
10/28/2020	Amendment #9: Increased the estimated contract total by \$100,000.00 from \$2,750,000.00 to \$2,850,000.00 and extended the contract for one (1) year from 01/01/2021 through 12/31/2021 exercising the option to extend for one (1) year upon mutual consent. Waiver Presented:10/28/2020	01/01/2021 through 12/31/2021	\$100,000.00
06/30/2021	Amendment #10: Increased the contract total by \$200,000.00 from \$2,850,000.00 to \$3,050,000.00. Waiver Presented:06/30/2021	n/a	\$200,000.00
Pending	Amendment #11: Increase the contract total by \$200,000.00 from \$3,050,000.00 to \$3,250,000.00 and extend the contract term one (1) year from 01/01/2022 through 12/31/2022, exercising the option to extend annually.	01/01/2022 through 12/31/2022	\$200,000.00
Total (including the pending amendment)			\$3,250,000.00

Purpose of Amendment:

This represents the eleventh (11th) amendment requested by DPW – Infrastructure – Facility Development and Management to increase the estimated contract total by \$200,000.00 from \$3,050,000.00 to \$3,250,000.00 and extend the contract term one (1) year from 01/01/2022 through 12/31/2022 exercising the option to extend annually. The additional funds will cover upgrading existing cameras and surveillance equipment, installing new cameras, installing new card readers, providing card access maintenance and CCTV systems.

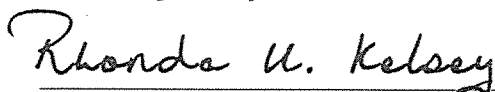
Justification for Waiver:

Toepfer Security Corporation (Toepfer) supports the security systems for several City Departments including the Water Department, Department of Public Works (DPW), Milwaukee Fire Department (MFD), Milwaukee Police Department (MPD), and the Port of Milwaukee.

Toepfer controls, monitors, and gathers information on video surveillance, card access records, security schedules, building infrastructure data, and automated controls for the majority of the City buildings. To ensure that these systems continue to be operational, it is critical that they be monitored and maintained by Toepfer on an annual basis. In addition, Toepfer's access, surveillance, and security systems, including the corresponding software, is proprietary. Therefore, maintenance and support for these systems can only be provided by Toepfer Security Corporation.

For these reasons, 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:



City Purchasing Director
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9/22/2021

Date

F&P Waiver Presentation Date: 10/6/2021

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Sole Source Contract
Contract #E0000012640**

Background:

User Department:	Milwaukee Police Department (MPD)
Purchasing Agent:	Ann Patz
Contract Description:	Vendor Service Contract for Trane Equipment Maintenance
Vendor Name and Location:	Trane US, Inc. (Milwaukee, WI)
Contract Term:	09/15/2013 – 09/14/2016 with Annual Options to Extend Upon Mutual Consent
Requisition # and Date Received:	Req #0000018438 Rec'd 08/30/2021
Original Contract Amount:	\$200,000.00
Expenditures to Date:	\$848,895.43
Current Contract Amount:	\$975,000.00

History of Contract Amendments:

Date	Item	Term	Cost
09/19/2013	Original Contract – VSC for Trane Equipment Maintenance Waiver Presented to F&P Committee on: 09/19/2013	09/15/2013 through 09/14/2016	\$200,000.00
09/14/2016	Amendment #1: Extended the contract term one (1) year from 09/15/2016 through 09/14/2017. Waiver Presented to F&P Committee on: 09/14/2016	09/15/2016 through 09/14/2017	N/A
01/31/2018	Amendment #2: Extended the contract term one (1) year from 09/15/2017 through 09/14/2018 and increased the estimated contract total by \$50,000.00 from \$200,000.00 to \$250,000.00. Waiver presented to F&P Committee on : 1/31/2018	09/15/2017 through 09/14/2018	\$50,000.00
09/19/2018	Amendment #3: Extended the contract term one (1) year from 09/15/2018 through 09/14/2019 and increased the estimated contract total by \$475,000.00 from \$250,000.00 to \$725,000.00 Waiver presented to F&P Committee on: 9/19/2018	09/15/2018 through 09/14/2019	\$475,000.00
12/11/2019	Amendment #4: Extended the contract term one (1) year from 09/15/2019 through 09/14/2020 and increased the estimated contract total by \$150,000.00 from \$725,000.00 to \$875,000.00 Waiver presented to F&P Committee on: 12/11/2019	09/15/2019 through 09/14/2020	\$150,000.00
11/17/2020	Amendment #5: Increased the estimated contract total by \$100,000.00 from \$875,000.00 to \$975,000.00 and extended the contract term one (1) year from 09/15/2020 through 09/14/2021. Waiver presented to F&P Committee on: 11/17/2020	09/15/2020 through 09/14/2021	\$100,000.00

Pending	Amendment #6: Increase contract total by \$155,000.00 from \$975,000.00 to \$1,130,000.00 and extend the contract term one (1) year from 09/15/2021 through 09/14/2022, exercising the annual option to extend upon mutual consent.	09/15/2021 through 09/14/2022	\$155,000.00
Total (including the pending amendment)			\$1,130,000.00

Purpose of Amendment:

It is recommended that the City of Milwaukee Police Department’s (MPD) Vendor Service Contract for Trane Equipment Maintenance with Trane US, Inc. be amended to increase the contract total by \$155,000.00 from \$975,000.00 to \$1,130,000.00, and extend the contract term one (1) year, from 9/15/2021 to 9/14/2022, exercising the annual option to extend upon mutual consent.

Justification for Waiver:

The proprietary services for equipment installed by Trane cannot be sub-contracted out. Trane US, Inc. services are necessary to keep the MPD buildings’ cooling and heating terminal units running and reliable. The additional funds will be used for maintaining these units for the upcoming year.

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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9/14/2021

 Date

F&P Waiver Presentation Date: 10/06/2021