
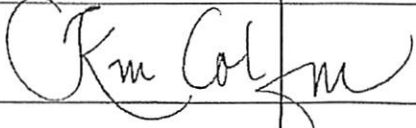




MILWAUKEE PUBLIC SCHOOLS

Exception-to-Bid Request Form: Professional Services Contract

REQUIRED INFORMATION			
Vendor Name:	Braun Thyssenkrupp Elevator	Vendor No.:	V004923
Specific Contact at Vendor:	Bonnie Mueller	Email and/or Phone:	(262) 703-0500
Contract Amount:	\$69,070.00	Budget Code:	MTN 00 FSH 11 ECTS
Detailed Scope of Services: Freight elevator at 11 th Street is inoperable. In order to ensure the safety of the employees, additional lead weights to rebalance and replace the existing gradual wedge safety is necessary. Braun has already completed some preliminary work and diagnosed the issues.			
Requestor:	Joseph Gorecki	Ext.:	X34716
Requestor Signature:	 Joseph Gorecki 2021.04.19 14:24:54 -05'00'	Date:	2021 04-19
Chief Signature:		Date:	4/19/21

Email this completed form to exceptiontobid@milwaukee.k12.wi.us or olsonkk@milwaukee.k12.wi.us. A specific contact at the vendor is needed so that Contract Compliance Services can contact vendor to discuss any assigned requirements to the contract. Forms not fully completed or without supporting documentation attached will be returned without processing.

Basis for Exception-to-Bid Request:

One-of-a-kind: There are no available competitive alternative contractors that can provide this service. Supporting documentation must identify the specific features which make the services unique and what market research you have done to validate that no other contractors can provide this service. If applicable, documentation from contractor must also be submitted with this request. This documentation must indicate that contractor owns the copyright/trademark and they are the only source from which MPS can receive the services being requisitioned. (Administrative Policy 3.09(7)(E)(1)(b)(i)).

Continuity: The services must be provided by this contractor for continuity and the quantifiable or qualitative savings can be demonstrated to benefit the District. Includes a vendor returning to complete or modify a previously-begun project. Supporting documentation must identify the contractor's history in the District and explain how savings can be demonstrated. (Administrative Policy 3.09(7)(E)(1)(b)(iv)).

MPS Standard: The services provided by this vendor comply with an established MPS standard. Supporting documentation must identify the standard and how use of this contractor complies with the standard. (Administrative Policy 3.09(7)(E)(1)(b)(v)).

Unique Design: The services must meet quality requirements. Supporting documentation must identify the quality requirement and how use of this contractor complies with the requirement. (Administrative Policy 3.09(7)(E)(1)(b)(vi)).

Delivery Date: This contractor is the only contractor that can meet the necessary delivery requirements. May not be used to justify poor planning. Supporting documentation must identify the other contractors consulted. (Administrative Policy 3.09(7)(E)(1)(b)(vii)).

Grant: This vendor is required to be used for these services, pursuant to an existing grant. Supporting documentation must include the grant papers specifically requiring use of this contractor. (Administrative Policy 3.09(2)(c)).

Emergency Purchase: This vendor is needed to respond to an emergency situation. May not be used to justify poor planning. Supporting documentation must identify the emergency. (Administrative Policy 3.09(14)).

PROCUREMENT DETERMINATION	
<input checked="" type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	Requestor has not met burden of demonstrating that competitive vendors do not exist. Services must be procured through competitive bidding.
<input type="checkbox"/>	Other: _____
Dir., Procurement & Risk Mgmt.: <u>Jamun M. Adamczyk 4.22.2021</u>	

CONTRACT COMPLIANCE (for contracts in excess of \$50,000)	
HUB Participation Requirement:	<u>0</u> %
Student Engagement: Employment	<u>0</u> Hours
Career Awareness	<u>0</u> Hours
HUB Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> EBE <input type="checkbox"/> DBE <input type="checkbox"/> SBA-8A
Comments:	<u>Eligible for EGS assignment consistent w/ contract ltr.</u>
Mgr., Contract Compliance Services	<u>[Signature] 5/4/21</u>

Ascend elevator is the current contractor, and certified HUB providing elevator maintenance and repair under the contract below RFP. EGS assignments are assigned to contract below and should be added to this item, however this is the first we are learning about this.

Braun T K Elevator
Americas Business Unit
Work Order.

BR-276-16000-RO

Date:	03/10/2021	Purchaser:	Milwaukee Public Schools Facilities And Maintenance
Location:	Milwaukee Public Schools Facilities And Maintenance	Contact Name:	Jeff Polak
Address:	1124 North 11th Street	Title:	
City:	Milwaukee, WI 53222	Company:	Milwaukee Public Schools Facilities And Maintenance
Contract #:	NC	Address:	1124 North 11th Street
Telephone:		City/ST/ZIP:	Milwaukee, WI 53222
Equipment ID:	Freight	Phone:	
RWO Title:	C75000 safeties and counter weights	Facsimile:	

Purchaser authorizes Braun ThyssenKrupp Elevator Corporation to perform the following described work on the following elevator(s) in the above building:

Braun TK proposed to:

Provide and install additional lead weights to re-balance the elevator to approximately 40 percent.

Replace existing failed gradual wedge safety with new Hollister Whitney safety shoes.

Testing and inspection.

Total Job Cost: \$101,544.00

Discount: -\$32,474.00

MPS Price: \$69,070.00

Purchaser agrees to pay the sum of: Sixty-Nine Thousand Seventy (\$69,070.00) Dollars which includes all applicable taxes. Delivery and shipping is included. All work is to be performed during regular working days and hours, unless otherwise indicated herein. No permits or inspections by others are included in this work, unless otherwise indicated herein.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

Unless otherwise stated, you agree to pay as follows: 0% upon signed acceptance and 100% upon completion.

This Work Order is submitted for acceptance within 30 days from the date executed by Braun ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

Braun T K Elevator

Braun ThyssenKrupp Elevator Work Order
RWO 03/10



Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized Braun ThyssenKrupp Elevator Corporation manager.

Braun ThyssenKrupp Elevator Corporation:	Milwaukee Public Schools Facilities And Maintenance	Braun ThyssenKrupp Elevator Corporation Approval:
<p>By: _____ (Signature of Braun ThyssenKrupp Elevator Representative)</p> <p>Ronnie Mueller Account Manager</p> <p>Return N56 W13635 Silver Spring Drive Address: Menomonee Falls, WI 53051 Tele: (262)703-0500 Fax: (262)703-4051</p> <p>03/10/2021 (Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>John Mueller _____ (Print or Type Name)</p> <p>Manager _____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>

Terms and Conditions.

Braun ThyssenKrupp Elevator Corporation assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that Braun ThyssenKrupp Elevator Corporation does not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Braun ThyssenKrupp Elevator Corporation has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that Braun ThyssenKrupp Elevator Corporation's personnel shall be given a safe place in which to work and Braun ThyssenKrupp Elevator Corporation reserves the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of Braun ThyssenKrupp Elevator Corporation or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold Braun ThyssenKrupp Elevator Corporation harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to Braun ThyssenKrupp Elevator Corporation under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of Braun ThyssenKrupp Elevator Corporation performing the services herein specified, Purchaser expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit Braun ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Braun ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of Braun ThyssenKrupp Elevator Corporation and/or its employees. Purchaser recognizes that its obligation to Braun ThyssenKrupp Elevator Corporation under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. Purchaser expressly agrees to name Braun ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure Braun ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of Braun ThyssenKrupp Elevator Corporation and/or its officers, agents,

Milwaukee Public Schools Facilities And Maintenance

By: _____
(Initial by Authorized Individual)
BR-276-15000-RO

Work Order.

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affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

Braun ThyssenKrupp Elevator Corporation shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall Braun ThyssenKrupp Elevator Corporation be liable for any consequential, special, or indirect damages. Braun ThyssenKrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order and Purchaser expressly agrees to release and discharge Braun ThyssenKrupp Elevator Corporation from any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order.

Should loss of or damage to Braun ThyssenKrupp Elevator Corporation's material, tools or work occur at the erection site, Purchaser shall compensate Braun ThyssenKrupp Elevator Corporation therefore, unless such loss or damage results from our own acts or omissions.

Purchaser agrees that all existing equipment removed by Braun ThyssenKrupp Elevator Corporation shall become the exclusive property of Braun ThyssenKrupp Elevator Corporation.

Braun ThyssenKrupp Elevator Corporation retains title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, Braun ThyssenKrupp Elevator Corporation may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at Braun ThyssenKrupp Elevator Corporation's request, Purchaser agrees to join with Braun ThyssenKrupp Elevator Corporation in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workman's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to purchaser only upon written request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the Work Order price set forth in this agreement.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

Purchaser shall bear all cost(s) for any reinspection of Braun ThyssenKrupp Elevator Corporation's work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of Braun ThyssenKrupp Elevator Corporation.

The price of this work described above does not include applicable sales and/or use taxes or fees for necessary permits and/or licenses unless specifically provided for elsewhere in this Work Order. Even in the event that any of those items have been specifically included elsewhere in this Work Order, Purchaser agrees to pay Braun ThyssenKrupp Elevator Corporation, as an extra, for any change in the amount and/or cost of those items as required by any applicable statute, law, or governmental act enacted or modified after the date that Braun ThyssenKrupp Elevator Corporation first submitted this Work Order to Purchaser.

A service charge of 1 1/4% per month, or the highest legal rate, whichever is more, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

Purchaser hereby waives trial by jury. Purchaser agrees that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. Purchaser consents to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

The rights of Braun ThyssenKrupp Elevator Corporation under this agreement shall be cumulative and the failure on the part of the Braun ThyssenKrupp Elevator Corporation to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by Braun ThyssenKrupp Elevator Corporation in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between the parties.

Milwaukee Public Schools Facilities And Maintenance

By: _____

(Initial by Authorized Individual)

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