



MINUTES

Building and Property

July 21, 2015
Jury Assembly Room
Lower Level, Courthouse Annex

MEMBERS PRESENT: Supervisors Mike Behnke, Russ Bousley, Mike Cassidy,
Supervisor Ken Mattison and Vilas Schroeder

MEMBERS EXCUSED:

OTHERS PRESENT: Deputy County Clerk BobbieJean Borkowski, and Facilities
Director James Swanson, County Administrator Shawn Hennessee,
Peshtigo Times and Eagle Herald

1. Call to order

Chair Behnke called the meeting to order at 10:00 a.m.

2. Agenda

Motion (Cassidy/Schroeder) to approve agenda as amended. Motion carried.

3. Public Comment

None

4. Minutes

Motion (Bousley/Cassidy) to approve minutes of June 30, 2015. Motion carried.

5. Theater Parking Lot Agreement - Stephenson National Bank

Motion (Schroeder/Cassidy) to recommend County Board approve leasing approximately 50% of theater parking lot space to the Stephenson National Bank for a period of five years at \$3,000 per year. Motion carried. Voting no – Supervisor Bousley Exhibit A

6. Agreement - Johnson Controls for IS Server Room Air Conditioning

Motion (Schroeder/Cassidy) to recommend County Board approve agreement with Johnson Controls for IS server room air conditioning replacement at a total cost of \$90,535, pending County Board approval to transfer up to \$50,000 from 2015 Maintenance Capital Outlay Account as recommended by Finance Committee. Motion carried. Exhibit B

7. Agreement - Schindler Elevator Company

Motion (Cassidy/Behnke) to approve agreement with Schindler Elevator Company to correct elevator deficiencies per state inspection, at a total cost of \$14,920. Motion carried. Exhibit C

8. Motorpool Vehicles

Motion (Schroeder/Cassidy) to recommend County Board approve purchase of five (5) 2016 Chevy Impala Limited LS from Ewald's Hartford Ford, LLC of Oconomowoc, WI for a total of \$89,212.50 plus transfer of title and licensing. Motion carried. Exhibit D

Supervisor Mattison arriving at 10:53 a.m.

9. Agreement – Somerville, Inc. for Niagara Senior Center

No action at this time.

10. Assessment of UW Marinette Field House

No action at this time.

11. Pending RFP's

- Cedarville Tower Removal
- Courtroom furniture and carpet replacement

12. Facilities Director's Report

- Facility Director's office be will relocated to the Ella Court Building
- County Board rooftop unit – finish duct insulation
- UW rooftop unit heat exchangers is complete
- UW rooftop unit controls will be done at the end of July
- UW Library roof was started yesterday
- UW elevator replacement of cylinder will be done in August and cab modifications will be done in January
- LEC Heated Storage Unit – replace radiant tube heaters with unit heaters, start date is August 4, 2015
- HHS Conference Room remodel should be done the end of this week

13. Future Agenda Items

- 2016 User Fees
- Review UW Pool/Field House Engineering RFP's
- Niagara Senior Center – Facility Assessment
- Pending RFP Cedarville Tower Removal
- Pending RFP Courtroom furniture and carpet replacement

14. Adjournment

Motion (Cassidy/Schroeder) to adjourn at 11:25 a.m. Motion carried.

Next meeting date: Tuesday, August 11, 2015 at 10:00 a.m.

BobbieJean Borkowski, Deputy County Clerk

Date approved/corrected:

GRANT OF PARKING EASEMENT

THIS GRANT OF PARKING EASEMENT is made this _____ day of _____, 2015, by MARINETTE COUNTY WISCONSIN, having an address of 1926 Hall Avenue, Marinette County, WI 54143 (“Grantor”), in favor of THE STEPHENSON NATIONAL BANK & TRUST having an address of 1820 Hall Avenue, Marinette, WI 54143 (“Grantee”).

*Name and Return Address:
Attorney Gale Mattison
1926 Hall Avenue
Marinette, WI 54143*

WHEREAS, the Grantor is the owner in fee simple of certain real property used as a parking lot located in Marinette County, Wisconsin, more particularly described as follows (the “Property”):

(Parcel Identification Numbers)

Lots Two (2) through Ten (10), and the 16’ alley in Block One (1) of I Stephenson’s First Addition to the City of Marinette, Wisconsin.

RECITALS:

- A. GRANTOR is the owner of the Property located in Marinette County, Wisconsin, described above and commonly known as the Theater Lot.
- B. GRANTEE operates a national bank at 1820 Hall Avenue, Marinette, WI 54143.
- C. GRANTOR wishes to grant to GRANTEE easement rights for vehicular parking as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant by GRANTOR. GRANTOR grants to GRANTEE for the benefit of GRANTEE and its agents, employees, guests, licensees, and invitees a nonexclusive easement:

(a) to use any portions of the property, not to exceed 50 percent of the total parking spaces at any given time, for vehicular parking or as drive aisles for vehicular and pedestrian ingress and egress over, on, and across such portions to obtain access to and from the Property and public rights-of-way;

(b) to park vehicles on any portion of the Property that is used for vehicular parking;

2. Maintenance. GRANTOR shall at all times maintain the easement, parking areas, and all driveways, walkways, and exits and appurtenances thereto as are located on their respective properties in good condition and repair and at the standard applicable to parking lots in the municipality in which GRANTOR and GRANTEE are located, including periodic patching, resurfacing, and restriping, and keep them in a neat and safe condition free of accumulated paper, debris, other refuse, snow, and ice for the uses and purposes described in this Agreement. Maintenance shall be performed by GRANTOR at the GRANTOR'S expense. GRANTEE shall pay GRANTOR the sum of \$3,000.00 per year as a maintenance reimbursement fee commencing January 1, 2015. In the event this easement is terminated as provided herein, GRANTOR shall refund to GRANTEE the prorated annual maintenance fee which has been paid in advance and which would apply to the period GRANTEE would not have parking rights granted herein.

3. Term. This Agreement shall have an initial term of 5 years. . This agreement may be terminated by either party with or without cause upon 120 day written notice of termination.

4. Covenant Runs with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by GRANTOR and GRANTEE and their respective successors and assigns. The easements granted herein is appurtenant to the Property and may not be transferred separately from, or severed from, title to the Property. Furthermore, the benefits of the easement granted under this Agreement shall not be extended to any parties.

5. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Marinette County, Wisconsin.

8. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

9. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

12. Restrictions or Change of Use. GRANTOR shall not during the term of this Agreement or any Renewal Term thereof take any action which would change the use of the Property for public parking of vehicular traffic unless written notice of termination is provided 120 days in advance of any such change. Except as otherwise provided herein in the event of termination GRANTOR shall not take any actions which prohibit or restrict GRANTEE'S exercise of the easement granted herein. GRANTOR shall be entitled to restrict access on a temporary basis for the purposes of performing maintenance, resurfacing, or striping of the Property.

TO HAVE AND HOLD, unto the GRANTEE and its successors and assigns.

Personally came before me this _____ day of _____, 2015, the above-named _____, to me known to be the person who executed the foregoing instrument and to me known to be such President of said Corporation, and acknowledged the same.

Notary Public, _____ County, WI
My Commission: _____

THIS INSTRUMENT DRAFTED BY:
KIM A. COGGINS
COGGINS & WOLFE
P.O. BOX 737
MARINETTE, WI 54143

MARINETTE COUNTY AGREEMENT

THIS AGREEMENT is made by and between Marinette County a municipality, hereinafter referred to as COUNTY, and **Johnson Controls**, hereinafter referred to as VENDOR, for the purpose of the **RFP#15-044-34 – Information Services Server Room Air Conditioner Replacement.**

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is:	James Swanson, Facilities Director
Whose principal business address is:	Marinette County Maintenance 1926 Hall Avenue Marinette, WI 54143

VENDOR agent and contact person is:

Name:	Todd Fischer
Title:	Branch General Manager
Company:	Johnson Controls
Address:	N961 Towerview Drive
City, State:	Greenville, WI 54942
Telephone:	(920) 831-3826

2. VENDOR agrees the following services, as set forth in **Proposal #15-044-34 dated June 10, 2015**, including **Addendum #1**, both attached and incorporated as **Exhibit A**, shall be provided to Marinette County.

- a. **Pricing to include \$48,750 for the Information Services Room Air Condition Replacement and \$41,785 for Addendum #1 Option for Liebert Unit Replacement. Total Contract: \$90,535.**

3. VENDOR agrees to provide service to COUNTY at the cost set forth in response to the proposal dated **July 6, 2015**, attached and incorporated as **Exhibit B**.

4. Start/Completion dates to be determined.

5. COUNTY agrees to the following:

- Payment Terms- COUNTY will pay the VENDOR within 30 days of receipt of an invoice.

6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:

- VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.
- COUNTY will pay no fringe benefits or other compensation to VENDOR.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

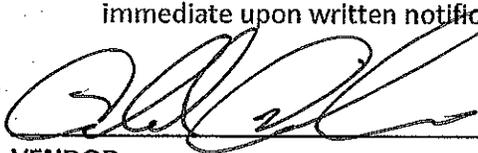
Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

9. This contract may be amended in writing by mutual agreement of both parties at any time.

10. This agreement shall be governed by the laws of the State of Wisconsin.

11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.



VENDOR

7-13-15

Date

todd.w.fischer@jci.com

VENDOR EMAIL ADDRESS:

Kathy Brandt, County Clerk

Date

**REQUEST FOR PROPOSAL (RFP)
#15-044-34**

**FOR:
INFORMATION SERVICES (IS)
SERVER ROOM AIR CONDITIONER REPLACEMENT**

**POSTING DATE:
JUNE 10, 2015**



**RESPONSE DEADLINE:
JULY 6, 2015
2:00 P.M. CENTRAL STANDARD TIME (CST)**

**TO:
JAMES SWANSON, FACILITIES DIRECTOR
MARINETTE COUNTY MAINTENANCE DEPARTMENT
1926 HALL AVENUE
MARINETTE, WI 54143**

**RFP#15-044-34 Contract Exhibit A
(14 Pages)**

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I. BACKGROUND

This request for proposal is for the removal and replacement of the existing Contempo air conditioner unit in the Information Services server room located in the ground level of the Courthouse building and the condensing unit located outside the Courthouse on the ground.

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County shall not be liable for any losses incurred by the vendor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the vendor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m.	6/10/15
Site Walk Through at 9:00 a.m. on:	6/24/15
RFP questions due by 2:00 p.m.	6/25/15
RFP questions answered by 2:00 p.m.	6/26/15
RFP responses due from potential vendors by 2:00 p.m.	7/6/15

III. RFP DUE DATE

Proposals shall be submitted to the Marinette County Facilities Director by no later than **2:00 p.m. central time on July 6, 2015**. Proposals shall be clearly labeled **RFP#15-044-34 – IS Server Room Air Conditioner Replacement** and submitted to the location/address listed below. Faxed proposals will not be accepted.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X:

Jim Swanson, Facilities Director
Marinette County Maintenance Department
RFP#15-044-34 - IS Server Room Air Conditioner Replacement
1926 Hall Avenue
Marinette, WI 54143

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

IV. RFP QUESTIONS

All questions related to this RFP must be submitted not later than 2:00 p.m. CST, June 25, 2015, via e-mail to jswanson@marinettecounty.com. Clearly mark the e-mail **RFP#15-044-34 – IS Server Room Air Conditioner Replacement**. Phone call or faxed questions will not be accepted.

Answers to questions will be posted in the form of an addendum to the RFP and placed on the Marinette County website <http://www.marinettecounty.com> on June 26, 2015, not later than 2:00 p.m. CST. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7419.

V. RFP SUBMISSION REQUIREMENTS

The proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

One original response and one copy are required to be submitted.

The proposal must include:

Attachment A, RFP#15-044-34 IS Server Room Air Conditioner Replacement
Attachment B, Statement of Understanding of Proposal
Attachment C, Addendum Sheet – if applicable

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

VI. SCOPE OF SERVICES

BACKGROUND:

The Information Services (IS) server room is located at 1926 Hall Avenue, Marinette, WI.

SCOPE:

Removal and replacement of the existing Contempo air conditioner unit in the Information Services server room located in the ground level of the Courthouse building and the condensing unit located outside the Courthouse on the ground. Vendor to

verify heat loads and new equipment capacity to maintain a 70-72°F temperature inside server room. Also, includes interconnecting refrigerant piping replacement and electrical requirements. New system will become primary unit for server room. Existing Leibert unit must be configured to automatically back-up new system in event of failure. Controls to monitor new system status and adjust system set points are required to be tied into Johnson Controls Metasys.

INCLUDES:

- Demolition
 - Remove existing Contempo air conditioning unit and condensing unit for replacement
 - Properly recycle with documentation, include:
 - Scrap weights
 - Refrigerant captured
 - Verify housekeeping pad is adequate from unit
 - Modify as needed
 - Repair all penetrations into building
- (1) Leibert Model BF067ADCDEI Challenger 3000 Environmental Control Unit
 - Manufacture and/or Model can be substituted for equivalent or greater option
- Ambient Lee ACCU Model DCSL104-Y air-cooled condensing unit
 - Manufacture and/or Model can be substituted for equivalent or greater option
 - Requires new concrete pad for ACCU
 - Location to be determined
- Controls will be Johnson Controls and will be incorporated into existing BAS system
 - Contact Jim Teunas @ JCI for pricing
 - Mobile – 920.915.3136
 - E-mail – james.w.teunas@jci.com
- Piping & Insulation
 - Insulation required for piping between ACCU and Leibert indoor unit
 - Piping for the new condenser sized for the new equipment and refrigerant.
 - Piping shall be copper ASTM B280 copper-type “L” ACR tubing
 - Fittings shall be wrought copper brazed joint fittings meeting ANSI/ASME B16.22
 - Provide accessories as needed which are not provided by equipment manufacturer
 - Refrigerant piping shall be insulated on the suction side with ¾” wall armaflex insulation with a minimum R-value of 2.8
 - Insulation exposed to UV rays must be jacketed or rated for the application

- Any additional penetrations required will need to be repaired and patched to original conditions
- Upon completion of piping, the system must be evacuated and charged with new refrigerant after performing leak testing.
- Additional Work
 - Provide the necessary electrical power disconnection and re-connection
 - Verify the existing breaker will handle the new amp draw. Upgrade if necessary.
 - Provide the required insulation for the new piping. Insulation must meet/exceed minimums per the State of Wisconsin.
 - Provide a three-year warranty for parts and labor from system start-up date. Include a warranty letter stating the start-up date and coverage.
 - Provide the necessary general carpentry work required to facilitate movement of equipment to the lower level of the building. Door frames may need to be removed and re-installed to accommodate equipment size. Includes all wall repairs and painting.
 - Verify housekeeping pad is adequate for the new conditioning unit. Install new pad if required.
 - Unit must display and allow control from the existing Metasys program and controls. Variables to be agreed upon.
- General Notes
 - Contractor must obtain the required local and State of Wisconsin permits
 - Provide three hard copies and one electronic copy of the operation and maintenance manuals upon completion of the project
 - Provide start-up of the new system. Include a copy of the start-up documents with the O&M manuals.
 - Work will need to be coordinated to minimize any inconvenience to building occupants. Prior to starting work, equipment submittals shall be provided for approval prior to ordering the equipment or starting any work.

Site walk-through on June 24, 2015 at 9:00 a.m.

VII. WORKERS COMPENSATION INSURANCE

Vendor shall provide statutory workers compensation insurance coverage for its employees who will not be considered employees of Marinette County in any way.

VIII. AUTO LIABILITY INSURANCE

Vendor shall provide a minimum of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including non-owned and hired.

IX. GENERAL LIABILITY INSURANCE

Vendor shall provide a minimum limit of \$1,000,000 per occurrence broad form coverage.

X. ADDITIONAL INSURED

The vendor agrees that all liability coverage policies shall name Marinette County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

XI. SUBCONTRACTOR

Subcontractors of the vendor are subject to the same requirements as is vendor.

XII. WAIVER OF SUBROGATION

Insurers shall waive all subrogation rights against Marinette County on all policies required under this section.

XIII. PROOF OF INSURANCE

Valid Certificates of Insurance shall be issued to Marinette County prior to the execution of the contract.

XIV. FINANCIAL VERIFICATION

Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject Proposals based on information obtained through these background checks.

XV. OTHER

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

XVI. PROJECT CHANGES

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XVII. ATTACHMENTS

Attachment A, RFP#15-044-34 – IS Server Room Air Conditioner Replacement

Attachment B, Statement of Understanding

Attachment C, Addendum Sheet

Attachment D, Sample Contract

**ATTACHMENT A
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
TABULATION SHEET**

**Information Services Room Air Conditioner Replacement
Per Specifications**

\$ _____

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

Signature of Duly Authorized Individual

Date

Printed Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
STATEMENT OF UNDERSTANDING OF PROPOSAL

Vendor name

Vendor's address

City State Zip code

Contact person's name & position

Vendor's Phone number

Vendor's Fax Number

We have read the County's Request for Proposals (RFP) #15-044-34 – IS Server Room Air Conditioner Replacement and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

Signature of vendor or vendor's Representative

Date

**ATTACHMENT C
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
ADDENDUM SHEET**

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

The undersigned acknowledges receipt of the following addenda:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

Addendum #5 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name _____
Signature

Date _____

All vendors are responsible to check for addenda, posted on the county website at www.marinettecounty.com, for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT D

MARINETTE COUNTY SAMPLE AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and _____, hereinafter referred to as VENDOR, for the purpose of _____.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: Name
Whose principal business address is: Department
Address
Marinette WI 54143

VENDOR agent and contact person is:

Name:
Title:
Company:
Address:
City, State:
Telephone:

2. VENDOR agrees the following services, as set forth in the proposal dated _____, attached and incorporated in **Exhibit A**, shall be provided to Marinette County.
3. VENDOR agrees to provide service to COUNTY at the cost set forth in response to the proposal dated _____, attached and incorporated as **Exhibit A**.
4. VENDOR agrees to present manufacturer's literature regarding materials & warranty.
5. Start/Completion dates to be determined.
6. COUNTY agrees to the following:
 - Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of an invoice.
7. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
 - VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.

- COUNTY will pay no fringe benefits or other compensation to VENDOR.

8. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

9. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
10. This contract may be amended in writing by mutual agreement of both parties at any time.
11. This agreement shall be governed by the laws of the State of Wisconsin.
12. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

VENDOR

Date

Kathy Brandt, County Clerk

Date

ADDENDUM #1

RFP# 15-044-34 - IS SERVER ROOM AC UNIT

1. Provide option to interface new Liebert unit to the existing Liebert unit which will remain as back-up system.
2. Provide option to replace both air conditioning systems. Original scope is to replace existing Contempo unit and condensing unit. Option would be to also replace the existing Liebert unit and condensing unit. The operation of both units needs to work as a lead/lag operation to balance operational hours between both units. Must interface utilizing BackNET technology. Both units must tie into Metasys for monitoring and control. Replacement would need to be coordinated with Marinette County Information Services and Maintenance departments. Replacement schedule would need to provide for uninterrupted cooling for server room.
3. Marinette County has option to retain reclaimed refrigerant for use in other County units. Otherwise, vendor to dispose of used refrigerant according to all regulations.

ATTACHMENT A
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
TABULATION SHEET

Information Services Room Air Conditioner Replacement

Per Specifications

\$48,750

Addendum #1 Information Services Liebert Unit Replacement \$41,785

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.


Signature of Duly Authorized Individual

7-6-15
Date

Printed Name: Todd Fischer

Title: Branch General Manager

Address: N961 Towerview Drive Greenville, WI 54942

Phone Number: 920-831-3826

Email Address: Todd.w.fischer@jci.com

ATTACHMENT B
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
STATEMENT OF UNDERSTANDING OF PROPOSAL

Johnson Controls, Inc.
Vendor name

N961 Towerview Drive
Vendor's address

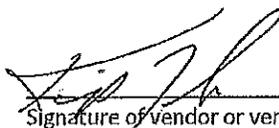
Greenville, WI 54942
City State Zip code

Kip Zilisch Project Manager
Contact person's name & position

920-378-1650
Vendor's Phone number Vendor's Fax Number

We have read the County's Request for Proposals (RFP) #15-044-34 – IS Server Room Air Conditioner Replacement and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP


Signature of vendor or vendor's Representative

7-6-15
Date

ATTACHMENT C
RFP#15-044-34
IS SERVER ROOM AIR CONDITIONER REPLACEMENT
ADDENDUM SHEET

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

The undersigned acknowledges receipt of the following addenda:

Addendum #1 Revised on 6/25/15 Initials TF
Addendum #2 _____ Initials _____
Addendum #3 _____ Initials _____
Addendum #4 _____ Initials _____
Addendum #5 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name 
Signature

Date 7/6/15

All vendors are responsible to check for addenda, posted on the county website at www.marinettecounty.com, for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

MARINETTE COUNTY AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and Schindler Elevator Company, hereinafter referred to as VENDOR, for the purpose of the Elevator Inspection Repairs-2015.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: Jim Swanson
Whose principal business address is: Maintenance Department
1926 Hall Avenue
Marinette, WI 54143

VENDOR agent and contact person is:

Name: Rodney Siegfried
Title: Account Manager
Company: Schindler Elevator Company
Address: 17 Park Place, Suite 925
City, State: Appleton, WI 54914
Telephone: 920.716.1210

2. VENDOR agrees the following services, as set forth in the response, dated July 15, 2015, to the Request for Proposal will be provided to Marinette County, included and incorporated by reference as attachment A.
3. VENDOR agrees to present manufacturer's literature regarding materials & warranty.
4. Start/Completion dates to be determined.
5. COUNTY agrees to the following:
 - Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of an invoice.
6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
 - VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.

- COUNTY will pay no fringe benefits or other compensation to VENDOR.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
9. This contract may be amended in writing by mutual agreement of both parties at any time.
10. This agreement shall be governed by the laws of the State of Wisconsin.
11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

Schindler Edgerton
VENDOR Jeff Case Date 7/16/15

Kathy Brandt, County Clerk

Date

SCHINDLER ELEVATOR CORPORATION

699 North Hickory Farm Lane
Suite A
Appleton, WI 54914-8287
Phone: 920-243-4984
Fax: 920-730-8983

UPGRADE ORDER AGREEMENT

Date: 06/30/2015

Estimate Number: RSID-9XUNJP (2015.2.1)

To:

Marinette County
1926 Hall Ave
Marinette, WI 54143-1717

Customer:

Marinette County
Courthouse
Marinette, WI 54143-1717

Attn: Jim Swanson

Schindler hereby proposes to furnish and install the following with respect to the equipment located at the above building:

Inspection Report 2015

Courthouse Traction

Safety Test - 5-Year/CAT 5 | Traction

The ASME A17.1 2010 / CSA B44-10 elevator safety code requires a comprehensive elevator safety test, usually on a five year basis. These tests are conducted to help insure safe and proper operation of the elevator.

Schindler Elevator Corporation proposes to provide all labor, material and supervision required to perform the following scope of work during regular working hours of the elevator trade:

- Inspect the governor trip speed and pull-through calibration.
- Load the elevator with weights equal to its rated capacity, and test the safety at rated load and rated speed.
- Test the buffer at rated load and rated speed.
- Test the brake at 125% of rated load.
- Inspect and test normal and final stopping devices
- Test leveling zone and leveling speed.
- Test inner landing zone for static control elevators.
- Inspect operation of fire emergency service, emergency power system, and power door system as applicable.
- Test emergency stopping distance.
- Submit the results of the test to required authorities.

Note that the testing of elevator safety devices creates the possibility of damage to the elevator equipment. We will take reasonable precautions prior to the test to minimize this possibility, and if defects are found before the test, our technician will stop work and you will be notified of any extra cost involved to make the necessary corrections. Any damages resulting from the test, or defects noted during the test, will need correction before a satisfactory report can be submitted to the governing authority, and if necessary we will provide you with an estimate for any associated costs.

Lock Emergency Exit

Schindler will close and lock the escape hatch on the car top. Schindler will install a new hasp if necessary.

Shorten Cables

Currently the cables are too long and the counterweight is hitting the buffer when the car is at the top floor. Schindler will shorten the existing cables and test for proper operation.

Courthouse #1 Jail

Inspect Oil Return or Install Bucket

Currently the inspector stated that the float is missing on the oil return units. Schindler will inspect and fix or replace the oil return with a 5 gallon bucket to meet code.

Courthouse 2

Troubleshoot Phone

Currently the phone is not working. Schindler will troubleshoot the phone and submit a proposal to fix the problem.

UW Marinette Lift

Replace Battery on E-Light and Phone

Schindler will replace the existing battery on the E light and phone circuit. IF there is additional work required, Schindler will issue another proposal for that work.

Replace Bulb on E-Light

Schindler will replace the burnt out bulbs

Library

Install Vandalproof Buttons (8)

Currently the existing hall button at the lobby level is broken due to vandalism or misuse. Schindler will install (8) new vandalproof buttons - (2) hall calls, (2) car calls, (1) Door Open, (1) Door Close, (1) Phone, and (1) Alarm Bell. This will reduce the amount of calls to replace the current standard style buttons.

One spare button will be left on site for future replacement

Replace Bulb on E-Light

Schindler will replace the burnt out bulbs

Door Protection | Standard

The Schindler GateKeeper light curtain car door protection system is designed to help protect passengers from closing elevator car doors. GateKeeper will immediately initiate reversal of a closing elevator car door even if an object as small as a finger moves into its path.

Our proposal includes all labor, material, engineering and supervision required to perform the following scope of work during regular working hours of the elevator trade:

- Remove the existing mechanical or Infrared safety edge and related equipment.
- Supply and install new transmitter and receiver units.
- Mount the power supply unit on the top of the elevator car and connect to the receiver and transmitter.
- Perform all necessary interfacing with existing door operator.
- Test operation and return the unit back into service.

Human Services

Replace Battery on E-Light and Phone

Schindler will replace the existing battery on the E light and phone circuit. IF there is additional work required, Schindler will issue another proposal for that work.

Inspect Oil Return or Install Bucket

Currently the inspector stated that the float is missing on the oil return units. Schindler will inspect and fix or replace the oil return with a 5 gallon bucket to meet code.

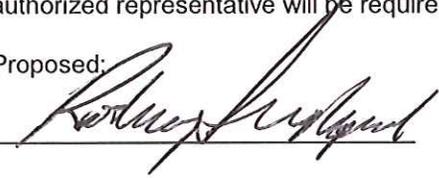
Price: \$14,920.00, plus applicable taxes. (Quotations valid for 60 days; price based upon work during regular working hours of regular working days.)

Payment: 35% of the price is due upon acceptance of this proposal;
40% of the price is due as work progresses within 30 days of invoice;
Balance due upon completion, within 30 days of invoice.
Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses and costs of collection.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:



Accepted:

By: Rodney Siegfried

By: _____

For: Schindler Elevator Corporation

For: Marinette County

Title: Account Manager

Title: _____

Date: 6/30/2015

Date: _____

Approved:



By: Jeff Case

Title: District Manager

Date: 7/16/15

TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay for causes beyond its reasonable control, including strikes, lockouts, or labor disputes, or acts of God. Dates for the performance or completion of the work shall be extended as is reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

REQUEST FOR PROPOSAL - BID TABULATION SHEET

MOTORPOOL VEHICLES

POSTED: 6/10/15/ QUESTIONS DUE: 6/24/15/ QUESTIONS ANSWERED: 06/25/15 / BIDS DUE: 07/6/15 2:00 P.M.

COMPANY:		WITT FORD	PALMEN MOTORS	EWALD'S HARTFORD FORD, LLC
STREET ADDRESS:		10 US HWY 141 N	5431 75TH STREET	36866 E. WISCONSIN AVE
CITY/STATE/ZIP:		CRIVITZ, WI 54114	KENOSHA, WI 53142	OCONOMOWOC, WI 53066
CONTACT:		ROBIN HANSON	MARK JENSEN	CHRISSY GENSCH
EMAIL CONTACT:		RHANSON@WITTFORD.COM	MARKJ@PALMEN.COM	CGENSCH@EWALDAUTO.COM
PHONE:		800-261-9488	262-697-3100	262-567-5555
ALTERNATE PHONE:		715-854-7404	888-745-5334	-
FAX:		715-854-2890	262-697-3604	262-560-1303
ATTACHMENT A:				
UP TO (5) FIVE-PASSENGER VEHICLES				
ONE UNIT	2016 FORD FUSION S		\$18,126.96	
TWO UNITS	2016 FORD FUSION S		\$36,253.92	
THREE UNITS	2016 FORD FUSION S		\$54,380.88	
FOUR UNITS	2016 FORD FUSION S		\$72,507.84	
FIVE UNITS	2016 FORD FUSION S		\$90,634.80	
ONE UNIT	2016 DODGE DART SE			\$17,550.00
TWO UNITS	2016 DODGE DART SE			\$35,100.00
THREE UNITS	2016 DODGE DART SE			\$52,650.00
FOUR UNITS	2016 DODGE DART SE			\$70,200.00
FIVE UNITS	2016 DODGE DART SE			\$87,750.00
ONE UNIT	2015 DODGE DART SE			\$17,100.00
TWO UNITS	2015 DODGE DART SE			\$34,200.00
ONE UNIT	2016 FORD FOCUS SE			\$18,011.50
TWO UNITS	2016 FORD FOCUS SE			\$36,023.00
THREE UNITS	2016 FORD FOCUS SE			\$54,034.50
FOUR UNITS	2016 FORD FOCUS SE			\$72,046.00
FIVE UNITS	2016 FORD FOCUS SE			\$90,057.50
	SERVICE MANUAL			\$350.00
	TRANSFER PLATES			\$70.50
ONE UNIT	2016 FORD FUSION SE			\$19,335.50
TWO UNITS	2016 FORD FUSION SE			\$38,671.00
THREE UNITS	2016 FORD FUSION SE			\$58,006.50
FOUR UNITS	2016 FORD FUSION SE			\$77,342.00
FIVE UNITS	2016 FORD FUSION SE			\$96,677.50
	SERVICE MANUAL			\$350.00
	TRANSFER PLATES			\$70.50
ONE UNIT	2016 CHEVY IMPALA LIMITED LS			\$17,992.50
TWO UNITS	2016 CHEVY IMPALA LIMITED LS			\$35,985.00
THREE UNITS	2016 CHEVY IMPALA LIMITED LS			\$53,977.50
FOUR UNITS	2016 CHEVY IMPALA LIMITED LS			\$71,970.00
FIVE UNITS	2016 CHEVY IMPALA LIMITED LS			\$89,962.50
	MAY DELETE MAINTENANCE			(\$150.00)
	WARRANTY FOR A CREDIT OF \$150/EA			
ATTACHMENT B:				
UP TO (2) SEVEN-PASSENGER 6-CYL				
ONE UNIT	2016 DODGE GR CARAVAN SE	NO BID	\$22,380.00	\$21,320.00
TWO UNITS	2016 DODGE GR CARAVAN SE	NO BID	\$44,760.00	\$42,640.00
	TOWING PKG/PER VEHICLE		\$680.00	N/A
	KEYS/PER VEHICLE		\$400.00	N/A
ONE UNIT	2016 FORD TRANSIT CONNECT LWB XLT			\$24,254.50
TWO UNITS	2016 FORD TRANSIT CONNECT LWB XLT			\$48,509.00
	ELECTRIC LOCKING REAR AXLE FOR			\$385.00
	PLOWING PER VEHICLE			
	TRANSFER PLATES			\$70.50
ATTACHMENT C:				
3/4 TON 4 WD PICKUP TRUCK	2016 FORD F250 4X4 XL	\$25,857.38		
	TRANSFER PLATES	\$70.50		
	2016 DODGE RAM 2500 CREW		\$27,100.00	
	CAB TRADESMAN PKG			
	2015 CHEVY SILVERADO 2500			\$28,021.00
	WARRANTY FOR A CREDIT OF \$150/EA			(\$150.00)
	2016 FORD F250 XL			\$25,642.00
	TRANSFER PLATES			\$70.50
NOTES:				FINAL ORDER DATE FOR 2015
				CHEVY SILVERADO 2500 IS
				7/23/2015 - REGISTRATION FEES
				NOT INCLUDED.