



**MINUTES
LAW ENFORCEMENT COMMITTEE**

Monday, December 7, 2015

1:15 p.m.

2161 University Drive, Marinette, WI
Law Enforcement Center Conference Room

Members Present: Mike Behnke, Paul Gustafson, Ken Keller and Cheryl Wruk
Excused: Ken Mattison
Others Present: Sheriff Jerry Sauve, Court Commissioner/Register in Probate Fran Boyle, Coroner George Smith, Lt. Jim Albright, Lt. Jason Ducane, Jail Administrator Robert Majewski, Emergency Management Director Eric Burmeister, Communications Director Kirsten Bellisle, Tim Greenwood-EagleHerald, Bill Clyma-Peshtigo Times, Ken Connors-Bay Cities Radio and Secretary Fae Olson

1. Call to order. Roll call.

Ken Keller called the meeting to order at 1:15 p.m. Roll call taken.

2. Approve/Amend Agenda Items.

MOTION (Wruk/Gustafson) to approve Agenda as presented and move Item #11 after #6. Motion carried.

3. Approve/Amend Minutes of October 12, 2015 and November 4, 2015.

MOTION (Gustafson/Behnke) to approve minutes as written. Motion carried. No negative vote.

4. Public Comment.

None at this time.

5. Clerk of Courts Financial Report.

MOTION (Wruk/Behnke) approval to write off and turn-over to Finance Department for collections Clerk of Courts accounts in the amount of \$85,704.19. Motion carried.

6. Deputy Register in Probate/Legal Secretary LTE.

MOTION (Behnke/Wruk) recommendation to County Board and Personnel Committee to approve Deputy Register in Probate/Legal Secretary LTE, requested start date is 1/1/2016. Motion carried. (Attachment)

7. Purchase of eight squad vehicles.

MOTION (Behnke/Gustafson) recommendation to County Board to approve purchase of eight squad vehicles from The Motor Company, Marinette, WI, cost \$235,702.00. Motion carried. (Attachment)

8. Dispatch update.

- October and November call volume reviewed.
- Pound and Wausaukee tower sites update.
- Courthouse tower inspection completed.
- Currently 2 dispatch positions open; 2 retirements in May 2016.

Ken Keller excused at 1:28 p.m.; Mike Behnke chaired remainder of meeting.

9. Dispatch Carpeting.

MOTION (Wruk/Gustafson) approval to enter into agreement with HJ Martin & Sons, Inc., for Dispatch carpeting at a cost of \$8,085.00, subject to Corporation Counsel approval. Motion carried. (Attachment)

10. Emergency Management Update.

- Workplace violence workshop to be held February 17, 2016.
- Eric Burmeister will attend Emergency Planning Advisory Committee meeting in Madison on December 16th.

11. Jail Update.

- Inmate population report reviewed: 118 average inmate population.
- Inmate healthcare agreement to begin January 1, 2016 with Corporation Counsel approval.
- 1 Corrections Officer resigned.
- Scheduling drug recognition training with Marinette School District.

12. Sheriff's Report.

- Citation/Incident/Accident report.
- Overtime report.
- 2 new Deputies offered positions.
- Winter maintenance meeting with Hwy Department and Dispatch.
- Urging people to slow down and drive careful in winter weather.
- Shop With A Cop, Saturday, December 5th.
- Various scams in the area and people should be cautious.

13. Financial Report.

Committee reviewed October 2015 Schedule of Invoices totaling \$134,336.65 and November 2015 Schedule of Invoices totaling \$133,680.28.

MOTION (Behnke/Gustafson) approval to write off uncollectible November Inmate Reimbursement accounts in the amounts of \$4,460.00 and Civil Process accounts in the amount of \$35.00 AND December Inmate Reimbursement accounts in the amounts of \$37,622.17 and Civil Process accounts in the amount of \$30.00. Motion carried. No negative vote.

MOTION (Gustafson/Behnke) approval to write off and turn-over to Finance Department for collections November Inmate Reimbursement accounts in the amount of \$12,990.00 and Civil Process accounts in the amount of \$70.00 and December Inmate Reimbursement accounts in the amount of \$44,590.00 and Civil Process accounts in the amount of \$88.00. Motion carried. No negative vote.

13. Financial Report – Continued:

Committee reviewed collections received from Finance Systems Collection Agency: Inmate Reimbursements in the amount of \$463.31 for December and Finance Department: Inmate Reimbursements in the amount of \$886.33 for November and \$805.54 for December.

14. Future Agenda Items.

None at this time.

15. Next Meeting Date.

Monday, January 11, 2016 at 1:15 p.m.

16. Adjourn.

MOTION (Wruk/Gustafson) to adjourn at 1:59 p.m. Motion carried. No negative vote.

Respectfully submitted,
Fae Olson, Secretary

Date approved/corrected:



MARINETTE COUNTY POSITION REQUEST FORM

Administration Completes and returns to the Department

Applicable dates:
 Governing Committee 12-7-15 Law Enforcement Committee
 Personnel Committee 12-4-15
 Finance Committee _____
 County Board 12-15-15

Permission to proceed: SH
 (County Administrator initials and dates)

Department Completes and submits to Human Resources

Department: Court Commissioner/Register in Probate
 Department Head: Court Commissioner/Register in Probate
 Supervisor: Same
 Position Title: Deputy Register in Probate/Legal Secretary LTE
 Old Position Title: NA
 Hours per Week/Year: ~~1100~~ 1040/Year
 Requested Start Date: 01/01/2016

New Positions:	<input type="checkbox"/> Permanent
	<input type="checkbox"/> Seasonal
	<input type="checkbox"/> Project
	<input checked="" type="checkbox"/> LTE
	<input type="checkbox"/> Addition of Current Position
Changes to	<input type="checkbox"/> Hours of Work
Existing:	<input type="checkbox"/> Title Change
	<input type="checkbox"/> Location Change

Account Number(s): 100-26-51240-112

Funding taken from: _____ (i.e. salaries with or without fringes)

Justification for request: **Please attach**

Human Resources Completes and submits to Finance

Wage Scale: Marinette County
 Pay Rate/Salary: \$ 13.46 - 16.82 *Add 2% 2016*
 Pay Level: 12 @ 75%

Human Resources Initials: KA

Finance Completes and returns to Administration

Cost of Request:
 Wages: \$ _____ Workers Comp: \$ _____
 FICA: \$ _____ Life Insurance: \$ _____
 Retirement: \$ _____ Longevity: \$ _____
 Other (explain): _____

Total Cost: \$ SEE Attached Finance Initials: PK

Finance Committee approval? Yes No *unless unless If pay rate + hours > Budget*

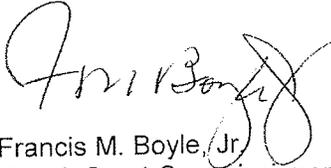
Approval*

Department Head: Tom Boley 10/22/15
 County Administrator: [Signature] 11/13/15

* Minutes from the applicable Governing Committee, Personnel Committee, Finance Committee, and County Board meeting must be attached.

Marinette County Position Request Form attachment

To assist with clerical overflow, scanning documents to go paperless, covering vacations, and possible leaves of absence.

A handwritten signature in black ink, appearing to read "Francis M. Boyle, Jr.", written in a cursive style.

Francis M. Boyle, Jr.
Circuit Court Commissioner/Register in Probate

Court Commissioner/Register in Probate Legal Secretary LTE

	<u>PAY</u>	<u>HRS</u>	<u>WAGES</u>	<u>7.65%</u> <u>SOCIAL</u> <u>SECURITY</u>	<u>6.60%</u> <u>RETIREMENT</u>	<u>HEALTH *</u> <u>INSURANCE</u>	<u>Life</u>	<u>0.17%</u> <u>WORKER'S</u> <u>COMP</u>	<u>TOTAL</u>
2016 Pay Level 12 @ 75%									
Minimum	\$ 13.73	1,199	\$ 16,461	\$ 1,259	\$ -	\$ -	\$ -	\$ 28	\$ 17,749
Midpoint	\$ 17.16	1,199	\$ 20,571	\$ 1,574	\$ -	\$ -	\$ -	\$ 35	\$ 22,179
2016 Budget									
Minimum	\$ 13.73	1,040	\$ 14,279	\$ 1,092	\$ -	\$ -	\$ -	\$ 24	\$ 15,396

* Assume no insurance

REQUEST FOR PROPOSAL - BID TABULATION SHEET
RFP#15-061-52 2016 FORD POLICE UTILITY INTERCEPTORS
BIDS DUE: 12/4/15 AT 3:00 P.M.

COMPANY:	Ewald Chevy	The Motor Company	Witt Auto Sales Inc
STREET ADDRESS:	36833 E Wisconsin Ave	W1680 Hwy 41	10 US Hwy 141 N
CITY/STATE/ZIP:	Oconomowoc WI 53066	Marinette WI 54143	Crivitz WI 54114
CONTACT:	Chrissy Gensch	Jerol Chaney	Robin Hanson
EMAIL CONTACT:			
PHONE:	(262) 567-5555	(715) 735-7474	(715) 854-7404
ALTERNATE PHONE:			
FAX:	(262) 560-1303	(715) 735-0301	(715) 854-2890
Ingot Silver Metallic	\$ 29,248.50	\$ 29,421.00	\$ 29,791.50
X 7 Vehicles	\$ 204,739.50	\$ 205,947.00	\$ 208,540.50
Medium Titanium	\$ 29,327.50	\$ 29,755.00	\$ 29,952.00
Total Bid	\$ 234,067.00	\$ 235,702.00	\$ 238,492.50
		\$ 1,635.00	\$ 4,425.50

MARINETTE COUNTY AGREEMENT

THIS AGREEMENT is made by and between Marinette County a municipality, hereinafter referred to as COUNTY, and H. J. Martin & Sons, Inc., hereinafter referred to as VENDOR, for the purpose of the RFP#15-055-34 – Dispatch Carpet.

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 Department**
1926 Hall Avenue
Marinette, WI 54143

VENDOR agent and contact person is:

Name: **Gary Vandenglangenberg**
Title: **Vice President**
E-Mail: **garyv@hjmartin.com**
Company: **H.J. Martin & Sons, Inc.**
Address: **320 S. Military Avenue**
City, State: **Green Bay, WI 54307-1387**
Telephone: **(920) 490-3150**

2. VENDOR agrees the following services, as set forth in **Proposal #15-055-34 dated November 4, 2015**, attached and incorporated as **Exhibit A**, and **Addendum #1**, dated 11/16/15, attached and incorporated as **Exhibit B**, 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 **November 19, 2015**, attached and incorporated as **Exhibit C**.
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.

 Gary VandenLangenberg HJ Mackin + Son, Inc 11-25-15
VENDOR Date

Kathy Brandt, County Clerk Date

REQUEST FOR PROPOSAL (RFP)

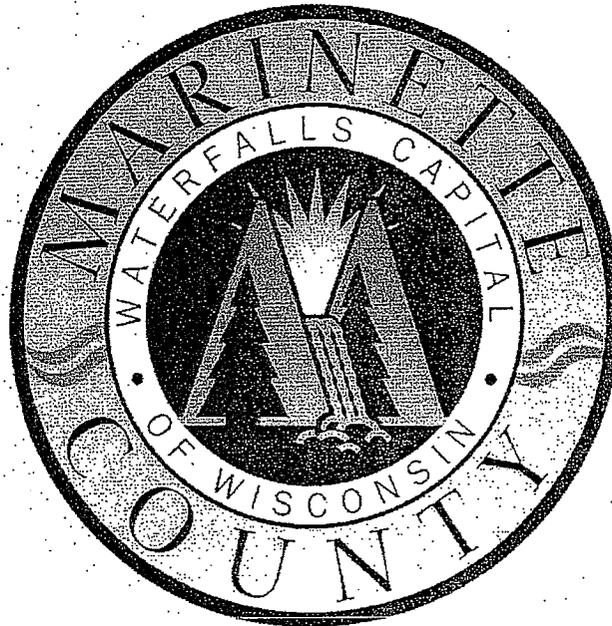
#15-055-34

FOR:

MARINETTE COUNTY - DISPATCH CARPET

POSTING DATE:

NOVEMBER 4, 2015



RESPONSE DEADLINE:

NOVEMBER 23, 2015

11:00 A.M. CENTRAL STANDARD TIME (CST)

TO:

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

Table of Contents

I.	BACKGROUND	3
II.	TENTATIVE PROJECT TIMELINE.....	3
III.	RFP DUE DATE	3
IV.	RFP QUESTIONS.....	3
V.	RFP SUBMISSION REQUIREMENTS.....	4
VI.	SCOPE OF SERVICES.....	4
VII.	WORKERS COMPENSATION INSURANCE	5
VIII.	AUTO LIABILITY INSURANCE.....	5
IX.	GENERAL LIABILITY INSURANCE	5
X.	ADDITIONAL INSURED	6
XI.	SUBCONTRACTOR.....	6
XII.	WAIVER OF SUBROGATION	6
XIII.	PROOF OF INSURANCE	6
XIV.	FINANCIAL VERIFICATION.....	6
XV.	OTHER.....	6
XVI.	PROJECT CHANGES	7
XVII.	ATTACHMENTS	7
	ATTACHMENT A	8
	ATTACHMENT B	9
	ATTACHMENT C	10
	ATTACHMENT D	11

I. BACKGROUND

This request for proposal is for the Marinette County Dispatch Carpet. Dispatch is located in the Law Enforcement Center (LEC) at 2161 University Drive, Marinette, WI.

Not with standing 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.	11/4/15
RFP questions due by 2:00 p.m.	11/13/15
RFP questions answered by 8:00 a.m.	11/17/15
RFP responses due from potential vendors by 11:00 a.m.	11/23/15

Site walk-through as requested

III. RFP DUE DATE

Proposals shall be submitted to the Marinette County Facilities Director by no later than **11:00 a.m. central time on November 23, 2015**. Proposals shall be clearly labeled **RFP#15-055-34 – Marinette County Dispatch Carpet** 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#15-055-34 – Marinette County Dispatch Carpet
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, November 13, 2015, via e-mail to jswanson@marinettecounty.com. Clearly mark the e-

mail RFP#15-055-34 – Marinette County Dispatch Carpet. 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 November 17, 2015, not later than 8:00 a.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

Only one copy of proposal needs to be submitted.

The proposal must include:

Attachment A, RFP#15-055-34 – Marinette County Dispatch Carpet

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:

This request for proposal is for the Marinette County Dispatch Carpet. The Dispatch is located in the Law Enforcement Center (LEC) at 2161 University Drive, Marinette, WI.

SCOPE:

Substitutions can be submitted with details identifying variance to requested specifications. Marinette County reserves the right to accept substitutions.

INCLUDES:

Carpet Replacement:

- Includes all materials and labor to replace carpet in Dispatch in the Marinette County Law Enforcement Center. Vendor to verify square footage of Dispatch. Approximate area – 26' x 50'.
- Carpet to be modular carpet squares, 24" x 24".
- Installed per supplier specifications.
- Installer responsible for furniture removal/re-installation.
 - Must ensure continued operation of dispatch equipment.
- Installer responsible for transitions between rooms/remaining carpeting
- Carpet to be interchangeable with Tandus Centiva Applause III modular carpet squares; color to be determined.
- Disposal of all materials off-site.
- Vendor responsible for all permits.
- Due to Dispatch operations, work may be periodically paused to ensure communication integrity.
- All workers must pass background checks. Background checks to be supplied by vendor for review by Marinette County prior to work commencing.
- Final schedule dependent upon work duration. Must be coordinated with Facility Director.
- One carton, minimum, of spare carpet tiles to be provided to Marinette County.

General Notes

- Provide documentation of furniture and/or carpeting
- Work to be coordinated to minimize any inconvenience to building occupants.

Site walk-throughs are as requested.

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#15-055-34 – Marinette County Dispatch Carpet

Attachment B, Statement of Understanding

Attachment C, Addendum Sheet

Attachment D, Sample Contract

ATTACHMENT A
RFP#15-055-34
MARINETTE COUNTY DISPATCH CARPET
TABULATION SHEET

Marinette County Dispatch Carpet
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#15-055-34
MARINETTE COUNTY DISPATCH CARPET
STATEMENT OF UNDERSTANDING OF PROPOSAL

Vendor name

Vendor's address

City

State

Zip code

Contact person's name

Position

Phone number

E-mail address

We have read the County's Request for Proposals (RFP) #15-055-34 – Marinette County Dispatch Carpet 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#15-055-34
MARINETTE COUNTY DISPATCH CARPET
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, POSTED 11/16/15
DISPATCH CARPET – RFP#15-055-34

PROVIDE OPTION FOR REPLACEMENT OF CARPET IN COMMUNICATION DIRECTOR'S OFFICE.
APPROXIMATE SIZE IS 10' X 17'.

Reta!! Store Fixture Installation
Carpeting
Vinyl Flooring
Hardwood Flooring
Ceramic & Quarry Tile
Access & Computer Floors
Demountable Partitions
Floor Care Maintenance
Acoustical Tile
Industrial Noise Control



Aluminum Store Fronts & Windows
Veneer & Insulated Panels
Shower Enclosures
Metal Studs, Drywall & Taping
Exterior Insulation Finish Systems
Hollow Metal & Hardware
Rolling & Folding Grilles
Toilet Partitions 79504GV

Quote No. _____

Name of Job MARINETTE COUNTY DISPATCH CARPET Date 11/19/15
Location MARINETTE, WI PHONE: 715-732-7500
Submitted to JAMES SWANSON jswanson@marinettecounty.com

Subject to all terms and conditions herein contained, we submit the following proposal. If combination bids are desired, please call and request special pricing.

We propose to furnish and install the following:

Remove existing carpet tile and install new Tandus carpet tile as specified in Dispatch Room. Includes new floor transitions and 4" vinyl cove base where applicable FOR THE SUM OF: \$7,130.00

Alternate to include carpet replacement in Communications director office ADD THE SUM OF: \$955.00

Note:

Normal weekday work hours only

HJ Martin will lift or move furniture, cubicles, file cabinets, etc. to replace carpet tile. Owner will be responsible for clearing works tations and floor of loose items, personal and/or breakable items. Some cabinets may need to be cleared of contents to allow lifting. HJ Martin will coordinate with dispatch team to phase project in a way that works for everyone involved.

Excluded:

- Excessive floor preparation and leveling
- Dumpsters
- Final cleaning, sealing tile/grout, waxing and floor protection of finished floors

Special conditions slab moisture per manufacturers requirements: Sheet vinyl, vinyl backed carpet and wood floors - 3 lbs. per 1000 sq. ft. - Vinyl tile and standard backed carpets - 5 lbs. per 1000 sq. ft.

General contractor to provide sub floor in compliance within tolerance also to be free of cracks, ridges, depression and foreign material that might interfere with installation of flooring material

Tax Included

No Addendums Noted

Demolition Included

If you have any questions, please call Gary VandenLangenberg at 920-490-3150.

If the contract is acceptable, please sign and fax back so we can process the order.

This proposal may be accepted within 30 days of its date, and will become a binding contract upon such acceptance by purchaser subject to review by seller. Please contact us for confirmation if time runs beyond 30 days.

There are no representations, promises, warranties or agreements, not expressed herein. This agreement includes the matters set forth on the reverse side hereon.

TERMS OF PAYMENT: NET 15 DAYS - without discount on all work started and completed in one calendar month. On all other work: On the 10th day of each month, the full contract price of all materials and labor furnished during the preceding month. All amounts not paid when due shall be subject to a service charge of 1-1/2 percent per month. If the work is temporarily interrupted or its completion delayed by you, said balance shall become due and payable 10 days thereafter.

Accepted _____, 20 ____ H.J. MARTIN & SON, INC.

By _____ Purchaser By Gary VandenLangenberg Seller

ATTACHMENT A
RFP#15-055-34
MARINETTE COUNTY DISPATCH CARPET
TABULATION SHEET

Marinette County Dispatch Carpet
Per Specifications

\$ 7,130.00

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

Gary Vander Langenberg
Signature of Duly Authorized Individual

Date 11/19/15

Printed Name: GARY VANDENLANGENBERG

Title: VICE PRESIDENT

Address: 320 S. MILITARY AVE, GREEN BAY, WI 54303

Phone Number: 920-490-3150

Email Address: GARYV@HJMARTIN.COM

\$7130 for Dispatch area \$955 for Communication Director's office \$8,085 Total
--

ATTACHMENT B
RFP#15-055-34
MARINETTE COUNTY DISPATCH CARPET
STATEMENT OF UNDERSTANDING OF PROPOSAL

H.J. MARTIN & SON, INC.
Vendor name

320 S. MILITARY AVE
Vendor's address

GREEN BAY, WI 54303
City State Zip code

GARY VANDENLANGENBERG
Contact person's name

VICE PRESIDENT
Position

920-490-3150
Phone number

GARYV@HJMARTIN.COM
E-mail address

We have read the County's Request for Proposals (RFP) #15-055-34 – Marinette County Dispatch Carpet 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

Gary VandenLangenberg
Signature of vendor or vendor's Representative

11/19/15
Date

