



## MINUTES

### Finance and Insurance Committee

August 20, 2012  
Jury Assembly Room  
Lower Level, Courthouse Annex

MEMBERS PRESENT: Supervisors Melissa Christiansen, Kathy Just, Don Pazynski, Vilas Schroeder and Connie Seefeldt

MEMBERS EXCUSED:

OTHERS PRESENT:

Deputy County Clerk BobbieJean Borkowski, County Administrator Ellen Sorensen, Finance Director Pat Kass, and Assistant Finance Director Laura Mans

#### 1. Call to order

Chair Schroeder called the meeting to order at 9:00 a.m.

#### 2. Agenda

Motion (Seefeldt/Pazynski) to approve agenda as amended. Motion carried.

#### 3. Public Comment

Chair Schroeder would like to have Ipad as a discussion item on Finance agenda.

#### 4. Minutes

Motion (Just/Christiansen) to approve minutes of July 23, 2012, July 31, 2012 and August 8, 2012. Motion carried.

#### 5. Contract for Services – Agent/Educator Positions with UW Extension

Motion (Christiansen/Just) to recommend County Board approve contract for services for Agent/Educator positions with UW-Extension, for the dates of July 1, 2012 to June 30, 2013, totaling \$114,476.00. Motion carried. Exhibit A

#### 6. Wage Study Engagement Letter

Motion (Just/Christiansen) to recommend County Board approve wage study engagement letter with \$15,000 from Contingency Fund. Motion carried. Exhibit B

**7. JP Morgan Chase Bank Agreement**

Motion (Pazynski/Christiansen) to recommend County Board approve commercial card classic application and agreement with JP Morgan Chase Bank. Motion carried. Exhibit C

**8. RFP for County Independent Auditing Services**

Motion (Seefeldt/Christiansen) to approve issuing RFP for County Independent Auditing Services. Motion carried. Exhibit D

**9. Re-appropriate Money - Twin County Airport Phase One Study to Phase Two Study**

Motion (Seefeldt/Pazynski) to recommend County Board re-appropriate \$22,500 from within the 2012Twin County Airport budget from the Phase One Study to the Phase Two Study. Motion carried.

**10. Marinette County Over/Under Payment Policy**

Motion (Christiansen/Pazynski) to recommend County Board approve amending Marinette County Over/Under Payment Policy by increasing transaction amount from \$3 to \$5. Motion carried. Exhibit E

**11. Vendor Selection – Contract for Multi-Functional Devices**

Motion (Just/Christiansen) to recommend County Board approve contract with Modern Business Machines of Appleton, WI for multi – functional devices, contingent upon Corporation Counsel's approval. Motion carried. Exhibit F

**12. Filling Positions – LEAN Process**

Finance Director Pat Kass explained "LEAN - Not Thin, Not Fat, Just Right" and how it could be applied to processes currently being done by Marinette County. The LEAN process/Kaizen event proposes reducing the actual time to create and fill a new position with Marinette County. Exhibit G

**13. Finance Director's Report**

July Monthly Investment Report – \$50,468,212.50

**14. Appropriation Entries**

Motion (Just/Christiansen) to approve Schedule of Appropriation Entries and recommend to the County Board approval of those indicated. Exhibit H

**15. Schedule of Invoices**

Committee reviewed July Schedule of Invoices.

**16. Future Agenda Items**

None

**17. Adjournment**

Motion (Christiansen/Just) to adjourn at 10:20 a.m. Motion carried.

Next meeting date: September 10, 2012 at 9:00 a.m.

BobbieJean Borkowski  
Deputy County Clerk

Date approved/corrected:



**UW  
Extension**  
Cooperative Extension  
Marinette County

8. CONSIDER APPROVING CONTRACT FOR UW-EXTENSION AGENT SERVICES  
**MOTION** (Mailand/Wruk) to approve contract for services of Agent/Educator positions with UW-Extension, for the dates July 1, 2012 to June 30, 2013, totaling \$114,476; and forward to Finance Committee. Motion carried, no negative vote.
9. CONSIDER APPROVING 2013 LIMITED TERM EMPLOYEE POSITION  
**MOTION** (Sauve/Mailand) to approve proposed UW-Extension Limited Term Employee Position proposal of 868 hours. Motion carried, no negative vote.
10. CONSIDER APPROVING 2013 BUDGET AND USER FEES  
**MOTION** (Wruk/Banaszak) to approve proposed UW-Extension Budget and User Fees, total tax levy of \$271,691, a decrease of \$20,769 from departmental 2012 levy.  
Motion carried, no negative vote.
11. PRESENTATION ON HIRING PROCESS REVIEW  
Sorensen presented the process and resultant draft of potential changes to the county's hiring processes, particularly related to creation of new positions.
12. FUTURE AGENDA ITEMS  
Discussion of proposed revisions to hiring process..
13. NEXT MEETING  
Regular September meeting to be held September 11, 2012 at 9 a.m. in the UW-Extension Conference Room.
14. ADJOURN  
**MOTION** (Mailand/Sauve) to adjourn at 10:52 a.m.  
Motion carried, no negative vote.

Submitted by:  
Scott Reuss, Department Head

Date approved/corrected:



**University of Wisconsin-Extension**

623 Extension Building  
432 North Lake Street  
Madison, WI 53706  
608-262-6890  
608-262-9166 (FAX)  
800-947-3529 (TTY)

**Cooperative Extension**  
Office of Budget & Fiscal Operations

July 31, 2012

Marinette County – UW-Extension  
Attn: Scott Reuss  
1926 Hall Avenue  
Marinette, WI 54143-1717

RE: Marinette County Extension Agents Contract, 133-PRJ56LN

Dear Scott,

Enclosed you will find four (4) copies of the contract between the Board of Regents of the University of Wisconsin System, on behalf of UW-Extension, and Marinette County. The contract is for the period July 1, 2012 – June 30, 2013. Please have the appropriate county official(s) sign the copies and forward them to Gerald Correthers. Have him sign and return three (3) copies, along with a WISPER transmittal form, to me at:

432 North Lake Street  
Room 623  
Madison, WI 53706-1498

One executed copy of the contract will be returned to you.

If you have any questions, please don't hesitate to contact me at (608) 263-0758, or you can email me at [howard.fenton@ces.uwex.edu](mailto:howard.fenton@ces.uwex.edu).

Sincerely,

Howard Fenton  
Accountant

Enclosure

cc: File

**Contract Between Marinette County  
and  
Board of Regents of the University of Wisconsin System**

By this contract, Marinette County (County), pursuant to the authority vested in the County Committee on Agriculture and Extension Education by sections 59.22(2)(d) and 59.56(3) of the Wisconsin Statutes, and Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin - Extension, Cooperative Extension Division (Extension), agree as follows:

1. **Term** - The term of this contract is July 1, 2012 through June 30, 2013 or until amended, renewed or terminated as defined in section 4.E.
2. **Extension** - Extension agrees to:
  - A. Conduct programs in:
    - 1) Agriculture, agribusiness, and horticulture;
    - 2) Youth development and 4-H;
    - 3) Family living; and, or
    - 4) Community, natural resources, and economic development.
  - B. Annually, furnish to the County a report of what was billed, what was spent, and the remaining balance.

3. **County** - In consideration of the programs that Extension provides to County under this contract, the County agrees to:

- A. Pay to Extension the County share of program costs.

For the fiscal period of July 1, 2012 through June 30, 2013, the County will pay \$114,476. This is allocated as follows:

|  |                  |
|--|------------------|
| Salary of professional staff member:         | \$81,189         |
| Fringe benefits (rate is 41.0% of salaries): | 33,287           |
| <b>Subtotal</b>                              | <b>\$114,476</b> |
| Reconciliation from previous agreement       | 0                |
| <b>Total amount to be billed:</b>            | <b>\$114,476</b> |

- B. Provide travel and appropriate job expenses to the staff, office facilities and equipment, office supplies and demonstration materials, salary and fringe benefits for the clerical support staff, and other supporting budgetary items through regular County budgetary procedure.
- C. Participate in the direction of the programs in the County.
- D. Participate and advise in the selection, direction, evaluation, and other personnel management of Extension employees.

4. **Conditions** - This contract is established under the following conditions:

- A. Any employees hired pursuant to this contract are employees of Extension, and are subject to the personnel rules, policies, and procedures for faculty or academic staff, as appropriate to the respective appointment in Extension as established by Wisconsin statute, and, or administrative rules; and, or, by policies or procedures adopted by the Board of Regents of the University of Wisconsin System, and, or Extension.
- B. Upon the receipt of the completed contract, for the fiscal period July 1, 2012 through June 30, 2013, Extension shall bill the County at (address): \_\_\_\_\_  
attention: \_\_\_\_\_, for the contract amount, \$114,476. There will be two billings, \$57,241 upon full execution of this contract and a second billing of \$57,235 in April 2013. The County shall pay the amount billed within 30 days of the billing.
- C. The State of Wisconsin, and consequently the Board of Regents of the University of Wisconsin System as an agency of the State, is self-funded for liability (both public and property) under ss. 893.82 and 895.46(1), Wis. Stats. As a result, such protection as is afforded under respective Wisconsin Statutes is applicable to officers, employees and agents while acting within the scope of their employment or agency. Since this is statutory indemnification, there is no liability policy as such that can extend protection to any others.
- D. Nondiscrimination/Affirmative Action - During the performance of work under this contract, Extension agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, religion, color, sex, national origin, age, disability, arrest or conviction record, marital status, political affiliation, sexual orientation, or membership in the National Guard. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. Extension further agrees to take affirmative action to ensure equal employment opportunities.
- E. Any additions, changes, modifications or renewals of this contract are subject to the consent and approval of both parties. Intent to terminate the contract requires sixty (60) days notice by either party.

By: \_\_\_\_\_  
**County Representative**

Date:

By: \_\_\_\_\_  
**Regional Director**

Date:

By: \_\_\_\_\_  
**Richard M. Klemme, Dean/Director  
Cooperative Extension**

Date:

**Board of Regents of  
The University of Wisconsin System**

By: \_\_\_\_\_  
**Contract Officer  
University of Wisconsin-Extension**

Date:

**Marinette County FY2013 Budget**  
 July 1, 2012 through June 30, 2013  
 133-PRJ56LN

| <u>Personnel</u>       | <u>State<br/>Budget</u> | <u>State<br/>FTE</u> | <u>County<br/>Budget</u> | <u>County<br/>FTE</u> |
|------------------------|-------------------------|----------------------|--------------------------|-----------------------|
| Crevier, Nancy M       | \$29,713                | 0.60                 | \$19,807                 | 0.40                  |
| Devine-Barribeau, Lisa | 27,300                  | 0.60                 | 18,200                   | 0.40                  |
| Putnam, Paul           | 33,497                  | 0.60                 | 22,331                   | 0.40                  |
| Reuss, Scott           | 31,279                  | 0.60                 | 20,851                   | 0.40                  |
| <b>Total Salaries</b>  | <b>121,789</b>          | <b>2.40</b>          | <b>81,189</b>            | <b>1.60</b>           |
| <b>Fringes (41.0%)</b> | <b>49,933</b>           |                      | <b>33,287</b>            |                       |
| <b>Total Budget</b>    | <b><u>\$171,722</u></b> | <b><u>2.40</u></b>   | <b><u>\$114,476</u></b>  | <b><u>1.60</u></b>    |

| <b>1st Invoice</b>     | <u>Salary</u> | <u>Fringes</u> | <u>Total</u>    |
|------------------------|---------------|----------------|-----------------|
| Crevier, Nancy M       | \$9,904       | \$4,061        | \$13,965        |
| Devine-Barribeau, Lisa | 9,100         | 3,731          | 12,831          |
| Putnam, Paul           | 11,166        | 4,578          | 15,744          |
| Reuss, Scott           | 10,426        | 4,275          | 14,701          |
| reconciling amount     |               |                | 0               |
|                        |               |                | <u>\$57,241</u> |

| <b>2nd Invoice</b>     | <u>Salary</u> | <u>Fringes</u> | <u>Total</u>    |
|------------------------|---------------|----------------|-----------------|
| Crevier, Nancy M       | \$9,903       | \$4,060        | \$13,963        |
| Devine-Barribeau, Lisa | 9,100         | 3,731          | 12,831          |
| Putnam, Paul           | 11,165        | 4,577          | 15,742          |
| Reuss, Scott           | 10,425        | 4,274          | 14,699          |
|                        |               |                | <u>\$57,235</u> |

**Marinette County FY2012 Reconciliation**  
July 1, 2011 through June 30, 2012  
133-PRJ22WF

| <u>Personnel</u>       | <u>Budget</u>    | <u>Actual</u>    | <u>Change</u> |
|------------------------|------------------|------------------|---------------|
| Crevier, Nancy M       | \$19,807         | \$19,807         | \$0           |
| Devine-Barribeau, Lisa | 18,200           | 18,200           | 0             |
| Putnam, Paul           | 20,931           | 20,931           | 0             |
| Reuss, Scott           | 20,851           | 20,851           | 0             |
| Fringes                | 35,107           | 35,107           | 0             |
| Totals                 | <u>\$114,896</u> | <u>\$114,896</u> | <u>\$0</u>    |

# Marinette County

Marinette, Wisconsin

**WIPFLI**<sup>LLP</sup>  
CPAs and Consultants



## Engagement Letter

August 9, 2012

### Prepared by

Wipfli LLP  
11 Scott Street, Suite 400  
P.O. Box 8010  
Wausau, WI 54402-8010

715.845.3111  
Fax 715.842.7272



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Wausau, WI 54402-8010  
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www.wipfli.com

August 9, 2012

Ms. Ellen Sorensen, County Administrator  
Marinette County  
Finance Department  
1926 Hall Avenue  
Marinette, WI 54143

Dear Ms. Sorensen:

We appreciate the opportunity to present this engagement letter to assist Marinette County (the "County") in conducting a wage comparability study to assist you in developing a single base compensation structure for all positions throughout the County. In this letter, you will find the business purpose; scope and approach; staffing, timing, and investment; and management's responsibilities and representations.

### Business Purpose

The business purpose of this project is to develop a single base compensation structure that reflects both the public and private sector within the market in which you compete for talent. Given the budgetary limitations of many Wisconsin Counties during this difficult time in our economy, we have worked with a pilot group of counties to identify and develop a scope and approach to conducting this work that falls within the budget constraints of many counties and yields a quality product.

A well-designed base compensation program will give you better control over salary expenditures and help maintain a proper balance in the relationship between base pay levels and the relative value of jobs within Marinette County (internal equity) and within your labor market (external equity).

Our experience has shown that having an outside professional firm involved in compensation system design is particularly influential in enhancing the success and credibility of the program. Wipfli's extensive experience in designing private sector and not-for-profit compensation programs uniquely positions us to assist Marinette and other Wisconsin Counties in understanding, navigating, and implementing this significantly important process.

Ms. Ellen Sorensen, County Administrator

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August 9, 2012

## Scope and Approach

On the basis of our work with the pilot group, it was determined that many of the Counties will be able to craft an effective, fair, and equitable base compensation structure using 30 benchmark positions that represent a cross section of county positions. We will assist you in the selection of the 30 positions to be evaluated and will work collaboratively with you throughout the project to ensure your understanding of the process.

It is important that the County takes ownership for the project and its outcomes. There is much uncertainty with County government and it is imperative employees and community members understand that the project team is actively involved. Decisions of importance will need to be made throughout the project and it is not desirable that Wipfli LLP is perceived to make those decisions or draw conclusions without the guidance of the County. Project team members will need to fully commit their time as appropriate throughout the course of the project.

We have outlined the following scope and approach.

- Meet with you and others you select to discuss our process and approach to ensure understanding of the project as it relates to your county, answer any questions you may have, and to establish our timelines. This meeting will occur on-site at your location.
- Compensation committees are extremely valuable in this process and the make-up of the Committee is best determined by you. We will provide you with guidance on selecting your Compensation Committee members for oversight of this project. The Committee typically consists of three to five members.
- In order for you and us to identify the positions to be included in the study, you and your Compensation Committee (a sub-group or others you select) will conduct an internal equity analysis on all positions. We will work closely with you to ensure your understanding of the process and will respond to any questions that you may have as you move through the internal equity analysis process. This will be done through a Live Meeting format.

The Point Factor Analysis uses compensable factors identified in the Equal Pay Act (skill, effort, responsibility, and work conditions), to evaluate jobs - *not the people in the jobs*. We have customized this tool to reflect the unique aspect of County government.

This is a critically important process that will allow you to identify and resolve any issues with the positions and related descriptions that may impact the results of the project including: redundant or

### Scope and Approach (Continued)

multiple titles for a closely related role and function, discrepancies in the education and experience requirements, overstated or understated role and responsibilities, and to potentially consolidate job descriptions.

- Upon your completion of the internal equity analysis, we will review the analysis to determine if there are any areas of potential concern that surface and to conduct the internal equity analysis on a couple of positions to independently evaluate the efficacy of your ratings.
- The 30 positions to be included in the evaluation will then be selected as a result of the internal equity analysis and through use of an established list of common positions in county government for which we can find solid benchmark data.
- The job descriptions for these 30 positions will be used to conduct an external equity analysis. We will also comment on the FLSA exemption status for these 30 positions. As needed, we will reach out to you for clarification on roles and responsibilities to ensure our understanding of each position.
- Conduct a comparative market analysis (external equity analysis) of market salary data for 30 benchmark positions. Published private sector as well as non-profit wage survey data will be used as the basis for our analysis. We have a number of surveys in our library of resources, but we will also rely on you to provide us with other survey data to which you may have access. We will also work with you to identify two comparable counties and solicit their current payroll information for each of the 30 positions. An Excel<sup>®</sup> spreadsheet template will be provided to gather the necessary information as determined necessary.
- Develop the preliminary base compensation structure following widely accepted compensation methodologies and practices on the basis of internal equity and external equity considerations. Review the compensation structure and associated pay ranges with you and modify as appropriate to finalize. The final structure will include ranges with established minimums, midpoints (market rate), and maximums. The appropriate spreads and progressions will be determined and identified to reflect the philosophy of the County. It is anticipated that there will be a maximum of 25 ranges. This meeting will be held via Live Meeting or similar meeting format.

Ms. Ellen Sorensen, County Administrator

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August 9, 2012

### Scope and Approach (Continued)

- Provide a compensation philosophy sample for your thought and consideration as you implement and administer the new compensation structure. Respond to any questions regarding the determination of philosophy as you consider base compensation in addition to the other benefits provided to employees.
- Conduct a comparative ratio analysis to illustrate relationships between current pay practices and market conditions for each employee falling within the 30 positions included within the study. We will work closely with you to gather and complete the necessary document to complete this analysis.
- Provide you with a template of an administrative manual with guidelines and procedures for administering the base compensation plan. This documentation will also provide you with an outline of instructions on the continuing maintenance of the program. If you would like, we are available and can be retained to assist you with the process of tailoring administrative procedures to Marinette County.
- Meet with you and the Compensation Committee to discuss the results of the full project. Evaluate and discuss positions and/or employees falling outside of the newly established ranges and explore options for responding to these situations on the basis of the 30 positions and corresponding employees filling those positions. This is typically the first on-site meeting.
- Present our findings to your County Board. Provide them with a high level overview of our process and our findings. Along with the Compensation Committee, answer questions they may have on the process and/or findings. This is typically the second onsite meeting.
- Conduct two (2) on-site same day training sessions with selected board supervisors/managers/staff of your choice. A session is two-hours in length and will focus on the development and administration of the new plan, as well as your implementation options. This meeting will be scheduled on the same day as the presentation with the County Board to maximize efficiencies and control expenses. If it is desired to hold the training on a different day, additional fees will likely result.

As the base compensation structure becomes finalized, we will coach and mentor you and the Compensation Committee on how to use the internal equity analysis to place remaining positions into the structure. As desired, we are available to assist you in evaluating and integrating your other positions into the new structure for additional cost.

Ms. Ellen Sorensen, County Administrator  
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August 9, 2012

### Scope and Approach (Continued)

Please note that we are required to comply with all employment laws and regulations, as well as American Institute of Certified Public Accountants consulting practice guidelines and independence standards. Although our consultants are quite familiar with employment-related laws and regulations as they apply to the services we provide, we are not attorneys and are not engaged in rendering legal advice except as it may be incidental to the provision of professional services outlined in this letter. If, during the course of this engagement, it appears to us that the County should consult an attorney or other professional, we will recommend you do so. We believe our advice and recommendations will reduce your exposure to employment-related legal claims. However, we make no representation, warranty, or guarantee in this regard, and you agree to indemnify and hold Wipfli LLP, its partners, employees, agents, successors, and assigns harmless from and against any employment-law related claims or losses that you may experience. Engaging Wipfli LLP is not a substitute for consultation with qualified legal counsel where appropriate, and you should understand that there is no attorney-client privilege that exists for communications between us.

### Staffing, Timing, and Investment

This work will be conducted by Debra Pagel, Director, Nonprofit and Governmental Consulting and Julia Johnson, Senior Manager. They will be assisted by other Wipfli human resource consultants throughout the course of the project.

We can begin this project immediately and will have the project completed within eight to twelve weeks, depending on your availability to respond to questions and participate in scheduled meetings.

Based on the scope and approach outlined above we estimate our professional fees to be \$15,000 including two on-site visits (as indicated within our Scope and Approach). Other meetings will be held via Live Meeting to manage costs incurred by the County. If additional onsite meetings are desired, we will provide you an estimate of that cost in advance of the visit for your review and approval.

We understand that the County likely has more than 30 positions and may wish to include more in the benchmarking process. If the County would like to have additional positions included in the project, we will work with you to identify the positions to be added. The cost to include additional positions in the project will be \$300 per job description. This fee includes the comparative market analysis, placement of the position within the compensation structure, and the compa-ratio analysis.

If the County would only like us to conduct an independent internal equity analysis on specific positions not included in select benchmark positions and addition to the internal equity analysis that County has completed, the fee would be \$150 per job description and would also include placement into the structure.

Ms. Ellen Sorensen, County Administrator

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August 9, 2012

### Staffing, Timing, and Investment (Continued)

If the County would simply like to have our support in placing the remaining positions into the structure using the internal equity process completed by the County only, the fee would be \$50 per position.

As necessary, a separate agreement can be developed to accommodate any additional support needs that you identify.

Any additional expenses we incur are billed to you separately at cost (i.e. salary surveys and standard travel expenses). Additional expenses will not be incurred without the express written consent of the County. Our fee quotes for the requested services are based on the current requirements in existence today and are effective for 90 days from the date of this engagement letter. Should these requirements change, we reserve the right to discuss those new requirements with you and provide a new estimate of the cost to complete those requirements.

Payment is expected within 30 days after the invoice date. Interest of 1.5 percent per month (equivalent to 18 percent per annum compounded monthly) will be charged on the portion of the balance that is over 30 days.

### Management's Responsibilities and Representations

The information contained in this engagement letter is for discussion purposes only by management and is not intended to be used by anyone other than the specified party.

When providing human resource services, our professional standards require us to document that you understand and accept your responsibilities regarding these services, which include the following:

- Make all management decisions and perform all management functions.
- Designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services.
- Evaluate the adequacy and results of the services provided.
- Accept responsibility for the results of the services.
- To the best of your ability establish and maintain internal controls, including monitoring ongoing activities.

Ms. Ellen Sorensen, County Administrator

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August 9, 2012

If the above arrangements are acceptable to you and the services outlined are in accordance with your requirements, please sign and scan the original of this engagement letter and return it to Debra Pagel via e-mail at [dpagel@wipfli.com](mailto:dpagel@wipfli.com). Please contact Debra at 715.842.7272 if you have any questions or concerns regarding this engagement letter. We feel it is acceptable only when you are satisfied with the arrangements.

Thank you again for the opportunity to assist Marinette County with this project. We look forward to working with you.

Sincerely,

*Wipfli LLP*

Wipfli LLP

ACCEPTED: MARINETTE COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Added an Item D:

At this time, you do not intend for the Program to contemplate joint and several liability. If, and only if, you elect to open a joint and several liability Program, you shall pay us, within ten (10) days of written notice, all amounts owing and payable under or in connection with each joint and several liability Card not paid by a Cardholder within 120 days of the due date of the first billing statement on which such unpaid amount first appears.

This means you do not intend to have your card holders pay their bill directly rather than one summary bill.

Clarified Item E further with respects to Fraud issues.

Item F was changed as a result of all agencies needing to be on a 30/14 or 30/7 payment to be eligible for rebates.

Item 7 – Added the following:

The fees and charges payable by you may be amended upon mutual consent through February 28, 2017, subject to Section 10.F. After February 28, 2017, we may change the fees and charges at any time provided we notify you at least ninety (90) days prior to the effective date of the change. You shall be deemed to have accepted such change if you continue to use the Program following the effective date of such change. The schedule of fees reflects the cost for services agreed to for this Program.

This was a hard fault battle that I am not happy with the results. I was able to extend the notification period from 30 to 90. It is my intent to negotiate early on the extension to assure this does not negatively impact our program and/or our ability to extend.

Item 10 – Miscellaneous

Changed Language in Item F

Instead of allowing a unilateral change, they must provide 90 days notification. Also allowed agreement to be amended based on law and regulation changes.

Item I – Added language

- A. . By signing this Agreement you agree to provide and consent to us obtaining, if necessary from third parties, Cardholder's name, residential address, date of birth, and social security number to verify Cardholder's identity. We agree to maintain appropriate processes and procedures designed to ensure the protection of personal information and agree to be liable for unauthorized access to personal information caused by our negligence.

I never want to provide a s/s number but this is part of the Patriot Act. However, it would only be required if they are researching a fraud issue or something else directly related to card use. We did make them liable for any breach in protecting this information. Again, it is not required when you submit your application (I use their employee ID) but only when requested when an investigation is initiated.

Rebate Adjustments

Added a paragraph called Average Payment Terms Escalator to clarify that for the first contract year, the average payment will be based on the period 8/1/12 thru 2/28/13 based on all the confusion regarding the pay terms; specifically Chase not clarifying this better including the resulting impact.

## EXPLANATION OF CHANGES

Listed below are the changes made to the Commercial Card Agreement (CCCA). I have included an explanation when necessary in red.

### Item 4 - Your Obligations

Added the following to Item A:

(iii) notify each Cardholder that the Cards are to be used only for business purposes, (iv) when not already done so by us, clearly disclose to each Cardholder that we may provide transaction and account information to third parties only as necessary to provide the commercial card Program and (v) make commercially reasonable efforts to collect and destroy any Cards you no longer require in connection with this Program. To the extent we provide transaction and account information to third parties under (iv), we will remain liable for any unauthorized disclosure of such information caused by those third parties that are our agents.

These are bank requirements; however, we only agreed if they would add item iv.

Added the following to Item B:

You further represent that you will retain the applications (paper or electronic) for any Card, when such application is not provided to us, for a period of two (2) years after the application has been received and acted upon.

This only applies when you use a different method of transmitting changes; such as a spreadsheet rather than submitting individual applications or entering adds online.

Added the following to Item C:

If you pay by auto debit, the following provision shall apply:

- i) You authorize us to debit your designated demand deposit account (the "Account") in the amount of the payment due on the Payment Date. You agree to deposit into, transfer to, or maintain on deposit in the Account immediately available and collected funds in an amount sufficient to fund those transactions and related fees which may be charged against the Account. If such Account does not contain immediately available and collected funds in an amount sufficient to fund such payment due, then the amounts outstanding shall bear interest, from the first day after the Payment Date to the date on which we receive such payment in full, at a per annum rate as allowed by applicable law equal to the rate of interest as announced from time to time by us or our parent as its prime rate of interest which is not necessarily the lowest rate charged to its customers (the "Prime Rate"), plus 2% per annum, changing when and as such Prime Rate changes. Such interest shall be calculated on the average daily outstanding balance for each day during such period and on the basis of a 360-day year.

If you initiate the transaction, the following provision shall apply:

- ii) If all or any portion of a payment owed by you is not received by us by the Payment Date, then the amounts outstanding shall bear interest, from the first day after the Payment Date to the date on which the Bank receives such payment in full at a per annum rate as allowed by applicable law equal to the rate of interest as announced from time to time by us or our parent as its prime rate of interest which is not necessarily the lowest rate charged to its customers (the "Prime Rate"), plus 2% per annum, changing when and as such Prime Rate changes. Such interest shall be calculated on the average daily outstanding balance for each day during such period and on the basis of a 360-day year.

This was changed to allow auto debit or initiation of payment by agency. While I tried to remove the late fee, I was unsuccessful; however, over the course of the last 6 years of the contract no agency has made a late payment so I did not feel it was important to fight it any further.

ATTACHMENT C

**Commercial Card Classic  
Application & Agreement | JPMORGAN CHASE BANK, N.A.**

V 1.0\_04\_27\_11

|   |   |  |
|---|---|--|
| Client Name   | State of Incorporation                                |  |
| Address Line 1  |   |  |
| Address Line 2  |   |  |
| City  |   |  |
| State   |   |  |
| Zip Code  |   |  |
| Phone   |   |  |
| Fax   |   |  |
| <b>REBATES</b>  |   |  |
| Please indicate where rebates associated with your Commercial Card rebate program should be deposited. Deposits will be made via Wire Transfer only.  |   |  |
| Account at:   | <i>(Enter the name of your financial institution)</i> |  |
| ABA:  | <i>(Enter ABA for your financial institution)</i>     |  |
| Account Number:   | <i>(Enter your account number)</i>                    |  |
| Account Name:   | <i>(Enter the name of your account)</i>               |  |
| <b>Please enter the Financial Institution and Account Name exactly as it appears on your account.</b>   |   |  |
| *Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: <a href="mailto:CCS.Rebate@jpmchase.com">CCS.Rebate@jpmchase.com</a> . A form will be provided to you upon receipt of your request to modify the account information. You will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request. |   |  |
| <b>SIGNATURE</b>  |   |  |
| This Application must be signed by an owner, officer or partner of the Client with the authority to bind the Client to the terms and conditions of the following Commercial Card Classic Agreement. I hereby certify that I am the duly authorized and acting officer, partner or owner of this Client with the authority to bind the Client to the obligations of the Commercial Card Classic Agreement. I have read and agree to the terms of the Commercial Card Classic Agreement.  |   |  |
| Signature of Authorized Officer   | Date  |  |
| Name  |   |  |
| Title   |   |  |
| <b>CLIENT ATTESTATION</b>   |   |  |
| The undersigned, a duly authorized officer or representative of Client, does hereby certify that Client has been duly authorized to enter into and perform the Commercial Card Classic Agreement and that the person signing above on behalf of Client, whose execution of this Commercial Card Classic Agreement was witnessed by the undersigned, is an owner, officer, partner, or other representative of Client possessing authority to execute this Commercial Card Classic Agreement.*   |   |  |
| Signature   | Date  |  |
| Name  |   |  |
| Title   |   |  |
| *Note: The person signing the attestation shall be someone different from the person signing above on behalf of you.  |   |  |
| <b>ADDRESS FOR NOTICES</b>  |   |  |
| Client  | See above   |  |
| Bank  | JPMorgan Chase Bank, N.A.                             |  |
|   | 300 S. Riverside Plaza, 9 <sup>th</sup> FL            |  |
|   | IL1-0199  |  |
|   | Chicago, IL 60670                                     |  |
|   | Attn: Contracts Manager                               |  |
| <b>For Internal Purposes Only</b>   |   |  |
| Company ID  | <i>(org number)</i>                                   |  |
| Line Number   |   |  |

# Commercial Card Classic Application & Agreement | JPMORGAN CHASE BANK, N.A.

V 1.0\_12\_09\_08

This Commercial Card Classic Agreement is the agreement (the "Agreement") between us and you covering your JPMorgan Chase Bank, N.A. Commercial Card Classic program and the cards and accounts issued to you and your employees. This Agreement is effective as of the date of the first signature above. By signing this Agreement you agree to be bound by the terms and conditions referenced herein.

## 1. Definitions.

The words "you" or "your" means the Client. The words "Bank", "we", "our", and "us", means JPMorgan Chase Bank, N.A. The word "Card" means a MasterCard® account number assigned to you or your employee(s) and the related account and any card bearing such account number. The word "Program" means the commercial card system composed of Cards, Card-use controls and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Agreement.

## 2. Conditions Precedent.

Prior to the commencement of the Program rendered by us pursuant to this Agreement, you will provide the information listed on the Application included with this Agreement and will certify to the accuracy of such information.

## 3. Our Obligations.

In connection with your participation in the Program, we will (i) issue Cards to your employees ("Cardholders") designated by a person authorized to bind the Client to these terms and conditions (an "Authorized Person"); (ii) implement the credit limits (the "Credit Limits") specified by an Authorized Person from time to time and accepted by us; and (iii) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, we shall not be obligated to extend credit to you in violation of any limitation or prohibition imposed by applicable law or our policies and procedures.

## 4. Your Obligations. In connection with your participation in the Program:

- A. You will (i) specify Credit Limits for the Cardholders, (ii) notify us of any changes of Cardholders or in the Credit Limits applicable to Cardholders in a manner acceptable to us, (iii) notify each Cardholder that the Cards are to be used only for business purposes, (iv) when not already done so by us, clearly disclose to each Cardholder that we may provide transaction and account information to third parties only as necessary to provide the commercial card Program and (v) make commercially reasonable efforts to collect and destroy any Cards you no longer require in connection with this Program. To the extent we provide transaction and account information to third parties under (iv), we will remain liable for any unauthorized disclosure of such information caused by those third parties that are our agents.
- B. You represent that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which you have obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act. Special credit card provisions which state: Issuance of credit cards, regardless of the purpose for which a credit card is to be used, including business, commercial, or agricultural use, no credit card shall be issued to any person except-- (1) In response to an oral or written request or application for the card; or (2) As a renewal of, or substitute for, an accepted credit card. The Truth in Lending Act TILA of 1968 is United States federal law designed to promote the informed use of consumer credit, by requiring disclosures about its terms and cost to standardize the manner in which costs associated with borrowing are calculated and disclosed. You further represent that you will retain the applications (paper or electronic) for any Card, when such application is not provided to us, for a period of two (2) years after the application has been received and acted upon.
- C. You agree to pay all of your obligations in connection with each Card issued in U.S. dollars. You shall make payment monthly or as otherwise agreed upon, for all transactions posted to a Client account as reflected on a periodic invoice during a cycle within fourteen days of the cycle date unless otherwise agreed upon or if such day is a Saturday, Sunday or a bank holiday, the next business day or the previous business day as specified on the periodic invoice (the "Payment Date"). If you pay by auto debit, the following provision shall apply:
  - i) You authorize us to debit your designated demand deposit account (the "Account") in the amount of the payment due on the Payment Date. You agree to deposit into, transfer to, or maintain on deposit in the Account immediately available and collected funds in an amount sufficient to fund those transactions and related fees which may be charged against the Account. If such Account does not contain immediately available and collected funds in an amount sufficient to fund such payment due, then the amounts outstanding shall bear interest, from the first day after the Payment Date to the date on which we receive such payment in full, at a per annum rate as allowed by applicable law equal to the rate of interest as announced from time to time by us or our parent as its prime rate of interest which is not necessarily the lowest rate charged to its customers (the "Prime Rate"), plus 2% per annum, changing when and as such Prime Rate changes. Such interest shall be calculated on the average daily outstanding balance for each day during such period and on the basis of a 360-day year.

If you initiate the transaction, the following provision shall apply:

- ii) If all or any portion of a payment owed by you is not received by us by the Payment Date, then the amounts outstanding shall bear interest, from the first day after the Payment Date to the date on which the Bank receives such payment in full at a per annum rate as allowed by applicable law equal to the rate of interest as announced from time to time by us or our parent as its prime rate of interest which is not necessarily the lowest rate charged to its customers (the "Prime Rate"), plus 2% per annum, changing when and as such Prime Rate changes. Such interest shall be calculated on the average daily outstanding balance for each day during such period and on the basis of a 360-day year.
  - D. At this time, you do not intend for the Program to contemplate joint and several liability. If, and only if, you elect to open a joint and several liability Program, you shall pay us, within ten (10) days of written notice, all amounts owing and payable under or in connection with each joint and several liability Card not paid by a Cardholder within 120 days of the due date of the first billing statement on which such unpaid amount first appears.
  - E. You will immediately notify us by telephone of any lost, stolen, misappropriated or improperly used Cards. You shall not be liable for charges made with a Card that has been lost, stolen, misappropriated or improperly used except if you or any such Cardholder has received a direct or indirect benefit from such charges. You shall not be liable for charges waived under the MasterCard Coverage Liability Protection Program or for fraudulent charges as defined in the "credit losses" paragraph of Attachment D to the Contract for Service No. 1206.
  - F. You will notify us in writing or by phone of any questions, problems or disputes concerning your billing statement within sixty (60) days of the last day of the Billing Cycle during which such transaction is first charged to you. "Billing Cycle" shall mean the monthly period ending on the same day each month, or, in some instances, the following business day. We will use reasonable efforts to assist you in attempting to obtain reimbursement from the Merchant; provided, however, that you understand that if you are using Cards assigned to a department, rather than in a Cardholder's name, or card-less accounts, no chargebacks will be granted for transactions where a Cardholder's name is not embossed on the Card or where there is no Card associated with such account. You will use reasonable efforts to assist us in attempting to obtain reimbursement from the Merchant. We shall not be liable for any transaction where notice of the disputed transaction is received from you or a Cardholder more than sixty (60) days after the last day of the Billing Cycle during which such transaction is first charged to you or a Cardholder. You or any Cardholder shall not make a claim against us or refuse to pay any amount because you or the Cardholder may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.
  - G. You will not exceed the Credit Limit; provided however, that if you exceed the Credit Limit, you shall pay all amounts exceeding the Credit Limits.
  - H. You agree to provide us with such financial statements and other related information at such frequencies and in such detail as we may reasonably request. If applicable, you will notify us within five business days of any change in your bond rating. We shall be entitled to receive, and to rely upon, financial statements provided by you to our affiliates, whether for purposes of this Agreement or for other purposes.
5. **Notices.** All notices required or permitted to be given under this Agreement shall be addressed as set forth above or as otherwise agreed in writing by the parties from time to time, and shall be effective upon receipt.
  6. **Representations and Warranties.** You represent and warrant that this Agreement constitutes a legal, valid and binding obligation, enforceable against you, in accordance with its terms, and that execution and performance of this Agreement (i) does not breach any agreement with any third party, (ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (iii) is within your organizational powers, and (iv) has been authorized by all necessary organizational action.
  7. **Fees.** You agree to pay the fees and charges incurred by you as specified by us, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. The fees and charges payable by you may be amended upon mutual consent through February 28, 2017, subject to Section 10.F. After February 28, 2017, we may change the fees and charges at any time provided we notify you at least ninety (90) days prior to the effective date of the change. You shall be deemed to have accepted such change if you continue to use the Program following the effective date of such change. The schedule of fees reflects the cost for services agreed to for this Program.
  8. **Termination.** This Agreement may be terminated by either party at any time for any reason. Furthermore, we may refuse to allow further transactions or revoke any or all of the Cards at any time and for any reason. In the event this Agreement is terminated for any reason, you shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. Sections 4.B, 4.C, 4.D, 4.E, 4.F, 6, 7, 8, 9, 10.B, 10.C, 10.D, 10.E, 10.F, 10.G, 10.I, and 10.J shall survive the termination of this Agreement. In the event collection is initiated by us, you shall be liable for payments of reasonable attorneys' fees, including but not limited to reasonable in-house counsel fees incurred by us.
  9. **Limitation of Liability.** We will be liable only for direct damages if we fail to exercise ordinary care. We shall be deemed to have exercised ordinary care if our action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. We shall not be liable for any special, indirect or consequential damages, even if we have been advised of the possibility of these damages.

10. **Miscellaneous.**

- A. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of you and us and our respective successors and assigns.
- B. We shall not be held responsible for any act, failure, event or circumstance addressed herein if such act, failure, event or circumstance is caused by conditions beyond our reasonable control.
- C. This Agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings between you and us relating to the subject matter thereof. If any of the terms and conditions of this Agreement relating to the provision of commercial card services conflict with the Contract for Services No. 1206, the provisions of this Agreement will prevail.
- D. Without limiting our rights under applicable law, you authorize us to apply or offset any sums standing to your credit with any office branch, subsidiary or affiliate of us to the payment when due of any amount owing by you under this Agreement.
- E. The Cards are non-transferable, non-assignable and shall remain the property of JPMorgan Chase Bank, N.A.
- F. This Agreement may be amended or waived only upon mutual written agreement provided, however, that, in the event that we are required to amend this Agreement due to (i) changes in applicable laws or regulations, (ii) changes in Association rules or (iii) a change to our commercial card program offering that affects all or substantially all of our clients with commercial card programs, we may unilaterally change the terms of this Agreement upon ninety (90) days prior written notice to you. You shall be deemed to have accepted such change if you continue to use the Program following the effective date of such change. Notwithstanding the foregoing, your rebate section of Exhibit A to this Agreement may not be changed pursuant to subsection (iii) hereto.
- G. To the extent that you would have or be able to claim sovereign immunity in any action, claim, suit, or proceeding brought by us, you irrevocably waive and agree not to claim such immunity.
- H. International Transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, MasterCard will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate MasterCard uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. We reserve the right to charge an international transaction fee, as specified in Exhibit A. The international transaction Fee will be calculated on the U.S. dollar amount provided to us by MasterCard. The same process and charges may apply if any international transaction is reversed.
- I. *USA PATRIOT Act Disclosure.* We comply with Section 326 of the USA PATRIOT Act. This law mandates that we obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement you agree to provide and consent to us obtaining, if necessary from third parties, Cardholder's name, residential address, date of birth, and social security number to verify Cardholder's identity. We agree to maintain appropriate processes and procedures designed to ensure the protection of personal information and agree to be liable for unauthorized access to personal information caused by our negligence.
- J. **CHOICE OF LAW.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF WISCONSIN, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. NOTWITHSTANDING THE FOREGOING, ANY DISPUTE RELATED TO THE IMPOSITION OF FEES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

## Exhibit A

Exhibit A is effective as of March 1, 2012.

### TO COMMERCIAL CARD CLASSIC AGREEMENT REBATES & FEES

#### DEFINITIONS

“**Association**” means either MasterCard or Visa.

“**Average Fileturn**” means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

“**Average Payment Terms**” means the Average Fileturn minus half the number of calendar days in the billing cycle, as specified in the Settlement Terms.

“**Charge Volume**” means total U.S. dollar charges made on a Bank Commercial Card, net of returns, and excluding cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

“**Combined Charge Volume**” means combined Charge Volume and Single Use Account Charge Volume.

“**Consortium Combined Charge Volume**” means the combined Charge Volume and Single Use Charge Volume of all Participating Agencies.

“**Contract Year**” means a twelve-month period commencing on March 1 each year and ending on February 28 of the following year for the term of the Agreement.

“**Credit Losses**” means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding amounts due in respect of fraudulent charges.

“**Large Ticket Transaction**” means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

“**Large Ticket Transaction Volume**” means total U.S. dollar Large Ticket Transactions made on a Single Use Account, net of returns and excluding cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

“**Participating Agency**” means the agencies accepted and approved by Bank to participate in the Wisconsin public sector consortium that have executed a Commercial Card Classic Agreement, and for purposes of this Exhibit A, the Client.

“**Settlement Terms**” means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

“**Single Use Account**” means a Card-less Account used in connection with a single, unique transaction.

“**Single Use Account Charge Volume**” means total U.S. dollar charges made on a Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

**REBATES**

**Volume Rebate**

Bank will pay each Participating Agency a rebate based on annual Consortium Combined Charge Volume achieved according to the following schedule. The rebate will be calculated as the Rebate Rate times the individual Participating Agency's annual Combined Charge Volume, subject to the rebate adjustments below.

| Annual Consortium Combined Charge Volume | Rebate Rate (%) |
|--|-----------------|
| \$5,000,000                              | 0.58%           |
| \$7,000,000                              | 0.85%           |
| \$10,000,000                             | 1.05%           |
| \$12,500,000                             | 1.15%           |
| \$15,000,000                             | 1.21%           |
| \$17,500,000                             | 1.26%           |
| \$20,000,000                             | 1.29%           |
| \$22,500,000                             | 1.32%           |
| \$25,000,000                             | 1.34%           |
| \$30,000,000                             | 1.37%           |
| \$35,000,000                             | 1.39%           |
| \$40,000,000                             | 1.41%           |
| \$45,000,000                             | 1.42%           |
| \$50,000,000                             | 1.43%           |
| \$55,000,000                             | 1.44%           |
| \$60,000,000                             | 1.45%           |
| \$65,000,000                             | 1.45%           |
| \$70,000,000                             | 1.46%           |
| \$75,000,000                             | 1.46%           |
| \$80,000,000                             | 1.47%           |
| \$85,000,000                             | 1.47%           |
| \$90,000,000                             | 1.47%           |
| \$95,000,000                             | 1.48%           |
| \$100,000,000                            | 1.50%           |
| \$105,000,000                            | 1.50%           |
| \$110,000,000                            | 1.51%           |
| \$115,000,000                            | 1.51%           |
| \$120,000,000                            | 1.52%           |
| \$125,000,000                            | 1.52%           |
| \$130,000,000                            | 1.53%           |
| \$135,000,000                            | 1.53%           |
| \$140,000,000                            | 1.54%           |
| \$145,000,000                            | 1.54%           |
| \$150,000,000                            | 1.55%           |
| \$155,000,000                            | 1.55%           |
| \$160,000,000                            | 1.56%           |
| \$165,000,000                            | 1.56%           |
| \$170,000,000                            | 1.57%           |
| \$175,000,000                            | 1.57%           |
| \$180,000,000                            | 1.58%           |
| \$185,000,000                            | 1.58%           |
| \$190,000,000                            | 1.59%           |
| \$195,000,000                            | 1.59%           |
| \$200,000,000                            | 1.60%           |
| \$250,000,000                            | 1.61%           |
| \$300,000,000                            | 1.62%           |
| \$350,000,000                            | 1.63%           |
| \$400,000,000+                           | 1.64%           |

## **Rebate Adjustments**

### **Single Use Account Charge Volume Adjustment**

The above stated Volume Rebate schedule will be reduced by 0.30% for the individual Participating Agency's annual Single Use Account Charge Volume that is less than \$10,000,000 but at or above \$2,000,000. No rebate will be paid on the individual Participating Agency's annual Single Use Account Charge Volume that is less than \$2,000,000. Such annual Single Use Charge Account Volume that is less than \$2,000,000 will, however, be included in the calculation of the annual Consortium Combined Charge Volume for purposes of determining the rebate rate.

### **Participating Agency Combined Charge Volume Adjustment**

Bank will pay each Participating Agency an additional rebate based on the individual Participating Agency's annual Combined Charge Volume. The individual Participating Agency's applicable rebate rate will be adjusted according to the following schedule.

| <b>Annual Combined Charge Volume of the Individual Participating Agency</b> | <b>Rebate Rate (%)</b> |
|---|------------------------|
| \$2,000,000   | 0.02%                  |
| \$3,000,000   | 0.03%                  |
| \$4,000,000   | 0.04%                  |
| \$5,000,000   | 0.05%                  |
| \$6,000,000   | 0.06%                  |
| \$7,000,000   | 0.10%                  |

### **Average Payment Terms Escalator**

For the first Contract Year under this Agreement (March 1, 2012 – February 28, 2013), Bank will pay each Participating Agency an additional rebate based on the individual Participating Agency's Average Payment Terms for the period of August 1, 2012 through February 28, 2013. If, on average, payment on amounts due and payable by the Participating Agency for the prior period full balance is received in fewer days from cycle end than 14 days, an Average Payment Terms escalator of 0.01% per full day of early payment will be earned.

For each Contract Year thereafter, Bank will pay each Participating Agency an additional rebate based on the individual Participating Agency's Average Payment Terms throughout the Contract Year. If, on average, payment on amounts due and payable by the Participating Agency for the prior period full balance is received in fewer days from cycle end than 14 days, an Average Payment Terms escalator of 0.01% per full day of early payment will be earned.

### **Large Ticket Rebate – Single Use Program**

Bank will pay each Participating Agency an annual rebate of 0.20% on the individual Participating Agency's annual Large Ticket Transaction Volume.

### **Interchange Rate Adjustment**

In the event of a reduction in interchange rates by the Associations, Bank reserves the right to ratably adjust the rebate rates accordingly.

### **General Rebate Terms**

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any calendar year, Bank will invoice the Participating Agency for the amount in excess of the rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Credit Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Credit Losses for the prior six-month period. In no event will Bank pay the Participating Agency a rebate for the year in which this Agreement is terminated. If the Participating Agency is participating in more than one program, Bank reserves the right to offset any losses from one program against any rebate earned under any other program.

Rebate payments will be made within 90 days after the end of the Contract Year via wire transfer to an account designated by the Participating Agency.

To qualify for any rebate payment, all of the following conditions apply.

- a. Settlement of any centrally billed account(s) must be by automatic debit or by Participating Agency initiated ACH or wire.
- b. The Participating Agency must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
- c. The Participating Agency is not in default under the Agreement.

### **Settlement Terms**

Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 & 14.

**FEES**

The following are the fees associated with the Purchasing and Single Use Account programs in the United States:

| <b>PROGRAM FEES</b>  |   |
|--|---|
| Annual card fee  | \$0.00 if annual spend is \$500,000 or more<br>\$35 if annual spend is less than \$500,000 (WAIVED)   |
| Executive Cards -- applicable to Travel and One Card programs only |   |
| Executive Elite  | \$325 annual fee  |
| Executive  | \$75 annual fee   |
| Cash advance fee   | 2.0% (\$3.00 minimum)   |
| Foreign Transaction Fee  | 1% surcharge (Association pass-through)   |
| Rush Card Request  | \$25 per card if effected through Bank. If effected through the Association, Participating Agency shall pay any fees charged by the Association. (WAIVED)   |
| Return check (payment)   | \$15 per return   |
| Document retrieval   | Non-dispute-related: \$5 per document   |
| <b>PAST-DUE FEES</b>   |   |
| Late fee   | <u>Central Bill:</u> None<br><u>Individual Bill:</u> \$15 plus Finance Charge   |
| Finance charge   | <u>Central Bill:</u> Prime + 2.0% is applied to the average daily balance which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.<br><u>Individual Bill:</u> Prime + 6.4% is applied to the average daily balance which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date. |
| <b>CARD DESIGN</b>   |   |
| Basic plastic  | \$0.00  |
| Participating Agency logo plastic                                  | \$350 per side per proof (20-card minimum)  |
| <b>OPTIONAL PROGRAM/TECHNOLOGY SERVICES</b>                        |   |
| <i>smartdata</i> monthly maintenance fee                           | \$50 per program per month (WAIVED)   |
| Custom reporting/mapper programming/post-loader                    | <i>smartdata</i> custom mapper: priced by MasterCard; pass-through charge   |
| File transfer using FTP  | Setup fee (one time)—\$300  |
| Data file fees (T&E expense system feeds, SAP, SmartLink, etc.)    | Monthly — \$50/month  |

Should the Participating Agency request services not in this schedule, the Participating Agency agrees to pay the fees associated with such services.



**Schenck**  
Government & Not-For-Profit Solutions  
BETTER PEOPLE. BETTER RESULTS.

August 11, 2009

Pat Kass, Finance Director  
Marinette County  
1926 Hall Avenue  
Marinette, WI 54143

Dear Pat:

In accordance with our discussions, set forth below are proposed fees for a three-year extension of our auditing services contract. This extension will extend to Marinette County and Schenck SC the same conditions and requirements included in our original contract for audit services.

**Proposed Fees for Auditing Services**

Audit of Basic Financial Statements and Supplemental Information;  
including federal and state programs as required by OMB A-133

| Audit Year |      |      |
|------------|------|------|
| 2009       | 2010 | 2011 |

|          |          |          |
|----------|----------|----------|
| \$42,700 | \$43,500 | \$44,400 |
|----------|----------|----------|

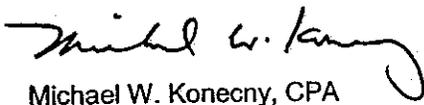
The proposed fees represent approximately a 2% increase over the prior years.

If our proposal is accepted, Schenck SC would submit annual engagement letters to the County to detail the scope of the audit and to outline the responsibilities of each party.

We sincerely appreciate the opportunity to continue our relationship with the County. We currently provide auditing services to over 300 Wisconsin municipalities. Because of our experience and extensive background with County government, we believe the auditing services we deliver to our municipal clients provide benefits that exceed those provided by other CPA firms.

If you have any questions or desire any additional information, please don't hesitate to contact us.

Sincerely,

  
Michael W. Konecny, CPA

The above proposed fees are accepted to extend the auditing services contract to the 2009, 2010 and 2011 audits.

MARINETTE COUNTY

By: Katherine K. Brandt

Date: 08/26/09



## **MARINETTE COUNTY OVER/UNDER PAYMENT POLICY**

The Marinette County Board of Supervisors adopted a Marinette County Over/Under Payment Policy on December 17, 2002.

The policy reads as follows:

Unless otherwise authorized by law, county agencies, but also including the Office of District Attorney may retain overpayment of licenses, fees and any other charges when the overpayment is ~~three~~ five-dollars (~~\$3~~) (\$5) or less, unless such refund is specifically requested in writing to the department where the fee is originally collected within 60 days of the date of original payment.

Underpayment of not more than ~~three~~ five dollars (~~\$3~~) (\$5) may be waived at the discretion of the department head. The intent of this policy is to preclude any individual or organization from exceeding a ~~three~~ five-dollar aggregate annually.

## **MARINETTE COUNTY STOP-PAYMENT FEE POLICY**

The Marinette County Board of Supervisors adopted a Marinette County Stop-Payment Fee Policy on October 26, 2010.

The policy reads as follows:

In the event an accounts payable check has to be voided due to county error and the check amount is over the bank stop-payment charge, a stop-payment order will be issued. The county will absorb the stop-payment fee. If the check is less than the bank charge, the county will not issue a stop-payment order.

In the event an accounts payable check has to be voided due to vendor/provider error and is over the bank charge, a stop-payment order will be issued. The stop-payment fee will then be deducted from the reissuance. The bank charge reimbursement will be credited to the Treasurer's miscellaneous revenue. If a stop-payment order is not needed because the check was returned, no fee will be deducted.

620 North Lynndale Drive, P.O. Box 147  
Appleton, Wisconsin 54912-0147  
[www.mbm-idt.com](http://www.mbm-idt.com)  
T 920-739-4326  
F 920-997-3417  
1-800-236-5600



A Xerox Company

August 16, 2012

Ellen Sorensen, County Administrator  
**MFD Replacement Program**  
1926 Hall Avenue  
Marinette, WI 54143

Dear Ellen,

We are excited to submit to you the attached response to your Multi-Functional Device Replacement Request for Proposal.

Since 1956, MBM has been the region's leading business solutions resource. MBM services the 15 county area of Northeastern Wisconsin as well as Menominee County, Michigan. Our home office is located in Appleton, Wisconsin and we have parts depots strategically located throughout our service area. Our Technicians typically reside in or very near the communities they service. This adjacency improves turn round times and creates a local economic impact.

The MBM Service Department employs a team of over 40 professional technicians with extensive tenure. Our actual average service response of 2.3 hours is well under our guaranteed four hours. Our technicians work in a limited geographic area assuring they have the opportunity to develop relationships with their customers and an understanding of their unique needs. The Primary Technician for Marinette area is Howard Weier. Mr. Weier has 24 years of experience with MBM and he currently resides in the Pound, WI area.

It is our sincere belief that the best measure of our service and support is the assessment of our customers. We encourage you to reach out to all of the 5 references we have provided. They included several of Marinette County's largest employers as well as the largest County in Northeastern Wisconsin.

Please note that we have provided a draft of our standard contact for your review. We expect that this draft agreements terms and conditions will require changes to meet your requirements. It is however a good starting point. MBM will meet the requirements set forth by Marinette County's Multi-functional Device Replacement Request for Proposal for the pricing outlined on Attachment A. The inclusion of our draft agreement is not intended to change or amend those requirements.

Please contact me with any questions. I have been with MBM for 15 years and I pledge my best effort in supporting you in reaching your goals.

Best Regards,

A handwritten signature in black ink that reads "Jason D. Gillette". The signature is written in a cursive style.

Jason D. Gillette  
Major Accounts Manager  
Direct Line: 920-606-6313  
Email: [Jasong@mbm-idt.com](mailto:Jasong@mbm-idt.com)

**Request for Proposal (RFP)  
for Marinette County**

**Multi-function Device (MFD) Replacement**

**Posting Date:  
July 26, 2012**



**Response Deadline:  
August 16, 2012  
4:00 p.m. Central Daylight Time (CDT)**

**To:**

**Ellen C. Sorensen, County Administrator  
Marinette County  
1926 Hall Avenue  
Marinette, WI 54143**

## 1. BACKGROUND

Marinette County is soliciting proposals for a Multi-function Device (MFD) Replacement Program. This initiative is part of an on-going effort to provide Marinette County with MFDs with current technology at the lowest cost instead of maintaining several devices to conduct these functions. Marinette County prides itself in taking a leadership role in the delivery of services to its taxpayers in the most cost-effective manner possible.

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.

Marinette County shall not be liable for any losses incurred by the vendor submitting the proposal. The cost of preparing a response to this RFP is not reimbursable in part or in whole. 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.

## 2. TENTATIVE PROJECT TIMELINE

|  |                    |
|--|--------------------|
| RFP Posted   | July 26, 2012      |
| RFP Questions Due                                    | August 2, 2012     |
| RFP Questions Answered & Posted                      | August 6, 2012     |
| RFP Responses Due from potential vendors             | August 16, 2012    |
| Committee approval of Vendor                         | August 20, 2012    |
| County Board approval of Vendor                      | August 28, 2012    |
| Thank You and Intent to Award Letter(s) Notification | August 29, 2012    |
| Complete Contract Signing                            | September 14, 2012 |
| Complete rollout plan with recipient departments     | October 1, 2012    |
| Contract Commences with new MFD placements           | November 1, 2012   |

## 3. RFP QUESTIONS

All questions related to this RFP must be submitted electronically by no later than 4:00 p.m., CDT, August 2, 2012, via e-mail to [esorensen@marinettecounty.com](mailto:esorensen@marinettecounty.com). Clearly mark the e-mail "Questions for MFD Replacement Program." Phone call and faxed questions will not be accepted.

Answers to questions will be posted in the form of an addendum on the Marinette County website at [www.marinettecounty.com](http://www.marinettecounty.com) on August 6, 2012 by no later than 4:00 PM, CDT. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website can be made to (715) 732-7415.

## 4. RFP DUE DATE AND DELIVERY ADDRESS DETAILS

All Proposals are due by no later than 4:00 p.m. central time, August 16, 2012. It is the vendor's responsibility to ensure their Proposal is received by the due date and time. There will be no exceptions regardless of the circumstance.

Proposals shall be clearly labeled **MFD Replacement Program** and submitted to the location/address listed below.

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

Ellen C. Sorensen, County Administrator

Marinette County

**MFD Replacement Program**

1926 Hall Avenue

Marinette, WI 54143

Email Delivery Address:

PDF proposals may be emailed to [esorensen@marinettecounty.com](mailto:esorensen@marinettecounty.com), and must be received by no later than 4:00 p.m. central time, August 16, 2012.

A vendor may withdraw or modify its Proposal by providing written notice prior to the due date.

## 5. PROPOSAL FORMAT

All Proposals must be typewritten on standard 8½" x 11" paper (larger paper is permissible for charts and spreadsheets) separating each section. Please print on both sides/duplex the Proposal. Six hard copies are required if a vendor submits a hard copy Proposal.

Proposals should be prepared in a simple, cost effective format providing a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. The use of elaborate materials and the inclusion of additional information that has no direct bearing on the project are not desired. Emphasis should be placed on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

## 6. CURRENT ENVIRONMENT

Marinette County owns approximately 38 multi-function devices.

## 7. RFP REQUIREMENTS AND SPECIFICATIONS

The County has determined that the following details shall be provided in all submitted Proposals to be considered for this service.

**Specifications:**

- Vendor shall provide 41 black/white and 2 color multi-function devices free of charge to Marinette County and retain ownership of the devices.
- All new MFDs placements shall be the same brand.
- All new MFDs shall be powered by a 110 volt compliant grounded electrical plug.
- Vendor shall provide technical assistance required for networking devices.
- All MFDs with estimated print/copy usage greater than 35ppm will include an offset and stapler option.
- All MFDs shall be compatible with IBM 400/iSeries, Microsoft Windows servers and Microsoft windows operating system (32 and 64 bit).
- MFDs replacing a coin-operated device shall have a coin-operated device.

- Scans shall be sent from the MFD unit in one step in PDF, TIFF or JPEG file formats. Scan sending options shall include file folders on the network, or individual or group email addresses.
- MFDs shall be maintained with current software and firmware patches.
- MFDs shall include features listed on attachment F, for example paper trays, stapling, double sided, collating, secure mailbox, secure scan, secure fax, envelope printing, networkable printing and copying features.
- All vendor supplied MFDs and one Canon MFD located in the Aging and Disability Resource Center at 2500 Hall Avenue, Marinette, shall be covered under a cost per copy/maintenance agreement. Parts and supplies includes, but is not limited to, all parts including hard drive replacement and any required toner, ink cartridges and staples.
- Vendor shall install MFDs by November 1, 2012.
- Each MFD shall document number of black/white images, scanned images and color images. MFDs shall be capable of using different department codes.
- Vendor shall provide training to all departments. Training shall include:
  - Scan, fax, print and copy features for all types of documents and envelopes, as well as the benefits and appropriate usage of each MFD including HIPAA compliance.
- Vendor shall dispose or move displaced machines in each respective department to designated areas.
- Before disposal or removal of any MFD device from Marinette County, the IS Department will remove and keep the hard drive for proper scrubbing of any confidential information the drive may contain. Marinette County's existing fleet is as indicated on attachment F.
- Vendor shall bill quarterly on one invoice showing itemized cost per copy with no additional fees, and accept payments by a county credit card.
- There shall be no cost per scanned/faxed image.
- Turnaround shall be no more than four (4) business hours on all service related calls. Maintenance services shall be provided during core business hours from 8 a.m. - 4 p.m. Any required part replacements must be completed within 24 hours.
- All MFD units shall support the PCL 6 print language.
- Vendor shall include the following details in the Proposal:
  - Brief company background/profile, physical location, geographic region served including history and experience.
  - Brief overview of staff who will be assigned to perform this service.
  - Explanation differentiating vendor from competition.
  - Attachment A - Cost Proposal and Attachment B – References

## **8. COST PROPOSAL (ATTACHMENT A)**

Provide a complete cost Proposal as additional travel and related expenses will not be accepted and shall be included in the costs. Cost Proposals **MUST** be submitted using the provided Cost Sheet, Attachment A. Any supporting information shall be submitted as attachments to the Cost Sheet. Pricing is to remain firm for one hundred twenty (120) days from date of Proposal due date. Pricing is required for a 3-year contract.

## **9. REFERENCES (ATTACHMENT B)**

Each prospective vendor shall provide at least three references and not more than five in which one is required to be in the public sector. References should be of similar size and scope, providing multi-function device cost per copy program, using the provided Reference Sheet, Attachment B.

## **10. 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 if it's deemed to be in the best interest of the county.

## **11. 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. To the extent possible, it is the intent of Marinette County to withhold the contents of the Proposal from public view until such time as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Marinette County. 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.

Marinette County is an Equal Opportunity Employer.

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

## **12. CONTRACT TERMS (ATTACHMENT E)**

The vendor may provide a contract to be approved by Marinette County Corporation Counsel. If the vendor does not provide a contract, the vendor shall be required to sign a contract similar to that in attachment E.

### 13. ATTACHMENTS

- A. Cost Proposal Sheet
- B. Reference Data Sheet
- C. Addendum Sheet
- D. Insurance Requirements
- E. Contract for Service Template
- F. Marinette County's Current MFDs

**Attachment A**  
**MFD Replacement Program**  
**Cost Proposal Sheet**

*(Use of this form is required when submitting proposal)*

**Price per Copy\***

Black and White

\$0.0169

Color

\$0.059

*\*CPC Price includes hardware, maintenance, parts, labor, drum, toner and staples.*

**Itemized Description of Miscellaneous Fees & Costs:**

The above Price Per Copy is inclusive of all related fees and costs.

**Vendor information:**

Company Name: Merizon Group Inc d/b/a MBM

Contact Person: Jason Gillette, Major Accounts Manager

Address: 620 North Lynndale Drive City, State, Zip: Appleton, WI 54912-0147

Phone 920-997-3372 Fax 920-997-3415 E-mail jasong@mbm-idf.com

Comments: Please see the attached information on MBM

**Pricing is required for a 3-year contract with optional 2 one-year extensions.**

*RC Flom*

Digitally signed by  
Richard Flom  
Date: 2012.08.16 11:13:34  
-05'00'

**Attachment B**  
**MFD Replacement Program Reference Data Sheet**

*(Use of this form is required when submitting proposal)*

Provide a list of at least 3 and not greater than 5 customer references with at least one customer in the public sector of similar scope and size providing multi-function device maintenance and/or cost per copy program.

Agency: Brown County  
Address: 305 E. Walnut Street, 5th Floor, Green Bay, WI 54305-3600  
Telephone: 920-448-4048  
Contact Person: Cheryl Corbeille

Agency: Marinette Marine Corporation  
Address: 1600 Ely Street, Marinette, WI 54143  
Telephone: 715-735-9341  
Contact Person: Michael Gugliuzza

Agency: Bay Area Medical Center  
Address: 3100 Shore Drive, Marinette, WI 54143  
Telephone: 715-735-4200  
Contact Person: Kent Demien

Agency: NorthReach Healthcare  
Address: 3200 Shore Drive, Marinette, WI 54143  
Telephone: 715-732-2075  
Contact Person: Jill Brown

Agency: Karl Schmidt Unisia, Inc.  
Address: 1731 Industrial Parkway, Marinette, WI 54143  
Telephone: 715-732-0181  
Contact Person: Darin Goldschmidt

**Attachment C**  
**MFD Replacement Program 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 | <u>Device RFP - Q &amp; A</u> | Initials | <u>RC Florn</u> |
| Addendum #2 | _____                         | Initials | _____           |
| Addendum #3 | _____                         | Initials | _____           |
| Addendum #4 | _____                         | Initials | _____           |
| Addendum #5 | _____                         | Initials | _____           |

Digitally signed by Richard Florn  
Date: 2012.08.16 11:13:50 -0500

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 RC Florn Digitally signed by Richard Florn  
Date: 2012.08.16 11:12:10 -0500 \_\_\_\_\_  
Signature

Date \_\_\_\_\_

All vendors are responsible to check for addenda, posted on the county website at [www.marinettecounty.com](http://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 715-732-7415 to ensure receipt of addenda issued.

RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted will 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.



## **Proof of Insurance**

A valid Certificate of Insurance shall be issued to Marinette County prior to commencement of work.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Marinette County prior to the execution of the contract.

Marinette County  
Administration Department  
1926 Hall Avenue  
Marinette, WI 54143

**ATTACHMENT E**

**MARINETTE COUNTY INFORMATION SERVICES DEPARTMENT  
MULTI-FUNCTION DEVICE (MFD) REPLACEMENT PROGRAM  
MARINETTE COUNTY COURTHOUSE**

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 replacing and maintaining multi-function devices.

In consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: **Ellen C. Sorensen, County Administrator**  
Whose principal business address is: **Marinette County Administration**  
**1926 Hall Avenue**  
**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 Appendix A, attached to this agreement and incorporated by reference, will be provided to Marinette County:

Appendix A – Attached response to Request for Proposal (RFP) dated \_\_\_\_\_.

3. VENDOR agrees to present manufacturer's literature regarding materials & warranty.

4. Delivery and set up of MFDs as set forth on pages 3 through 5 of this RFP shall be completed within 90 days of entering into this agreement.

5. COUNTY agrees to the following:

- COUNTY will pay VENDOR a per copy payment of \$\_\_\_\_\_.
- 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathy Brandt, County Clerk

\_\_\_\_\_  
Date

| Copiers / Location             | Model    | 2011    |         |         | 2012                         |         |         | PPM | Net | USB | Fax | Pull Scan | Universal Send |
|--------------------------------|----------|---------|---------|---------|------------------------------|---------|---------|-----|-----|-----|-----|-----------|----------------|
|                                |          | BEGIN   | END     | USAGE   | BEGIN                        | END     | USAGE   |     |     |     |     |           |                |
| Child Support                  | IR3300   | 352,861 | 388,107 | 35,246  | 388,107                      | 403,565 | 15,458  |     | X   |     | X   | X         |                |
| Highway Pembine (04/18)        | IR1670F  | 74,032  | 75,393  | 1,361   | 75,393                       | 76,052  | 659     |     |     | X   | X   |           |                |
| Highway Crvitz (04/18)         | IR1670F  | 16,111  | 20,266  | 4,155   | 20,266                       | 22,317  | 2,051   |     |     | X   | X   |           |                |
| Stephenson Library             | IR3300   | 349,119 | 390,213 | 41,094  | 390,213                      | 415,334 | 25,121  |     | X   |     | X   | X         |                |
| Stephenson Library (Newspaper) | IR3300   | 250,158 | 261,626 | 11,468  | From 02/2010 thru 05/20/2012 |         |         |     | X   |     | X   | X         |                |
| Stephenson Library (Newspaper) | IR4570   |         |         |         |                              |         |         |     |     |     |     |           |                |
| Stephenson Library (Newspaper) | IR1600   |         |         |         |                              |         |         |     |     |     |     |           |                |
| Stephenson Library (Newspaper) | MF6530   |         |         |         |                              |         |         |     |     | X   | X   |           |                |
| Stephenson Library (Newspaper) | MF6530   |         |         |         |                              |         |         |     |     | X   | X   |           |                |
| HSD FRONT                      | IR5570   | 620,156 | 799,514 | 179,358 | 799,514                      | 888,684 | 89,170  |     | X   |     | X   | X         | X              |
| HSD BACK old                   | IR5570   | 104,749 | 109,915 | 5,162   |                              |         | 0       |     |     |     |     |           |                |
| HSD BACK                       | IR5570   | 75,333  | 96,496  | 21,163  | 96,496                       | 169,518 | 73,022  |     | X   |     | X   | X         | X              |
| HSD BACK                       | IR4570   | 420,313 | 495,208 | 74,895  |                              |         | 0       |     | X   |     | X   | X         |                |
| PUBLIC HEALTH                  | IR5570   | 446,581 | 581,881 | 135,300 | 581,881                      | 666,240 | 84,359  |     | X   |     | X   | X         | X              |
| HSD ADAPT                      | IR3300   | 56,482  | 65,423  | 8,941   | 65,423                       | 68,605  | 3,252   |     | X   |     | X   | X         |                |
| HSD NIAGARA                    | IR2200   | 214,176 | 245,078 | 30,902  | 245,078                      | 256,869 | 11,791  |     | X   |     | X   | X         | X              |
| HSD ADRC                       | IR3045   |         |         |         |                              | 84,503  |         |     | X   |     | X   | X         | X              |
| HIGHWAY                        | IR3300   | 444,114 | 516,787 | 72,673  | 516,787                      | 548,643 | 31,856  |     | X   |     | X   | X         |                |
| UW EXT                         | IBM 1125 | 73,561  | 95,103  | 21,542  | 95,103                       | 101,829 | 6,726   |     | X   |     |     |           |                |
| Printing old                   | IR105    | 286,673 | 267,953 | 22,805  | 267,953                      | 288,571 | 206,223 |     | X   |     |     | X         |                |
| Printing new                   | IR105    | 72,327  | 88,305  | 15,978  | 88,305                       | 95,183  | 6,878   |     | X   |     |     | X         |                |
| Extension                      | IR5570   | 86,430  | 99,525  | 13,095  | 99,525                       | 104,985 | 5,460   |     | X   |     | X   | X         | X              |
| 1st Floor Courthouse old       | IR5570   | 83,403  | 92,609  | 9,206   |                              |         | 0       |     | X   |     | X   | X         | X              |
| 1st Floor Courthouse           | IR5070   | 369,436 | 413,350 | 43,914  | 413,350                      | 483,867 | 70,517  |     | X   |     | X   | X         | X              |
| 1st Floor Annex                | IR5570   | 161,135 | 336,023 | 174,888 | 336,023                      | 424,568 | 88,545  |     | X   |     | X   | X         | X              |
| Clerk of Courts                | IR3300   | 715,196 | 793,869 | 78,673  | 793,869                      | 828,420 | 34,551  |     | X   |     | X   | X         |                |
| DA old                         | IR3300   | 99,993  | 109,789 | 10,796  |                              |         | 0       |     |     |     |     |           |                |
| DA                             | IR3320   | 24,197  | 26,397  | 2,200   | 26,397                       | 31,450  | 5,053   |     | X   |     | X   | X         | X              |
| Forestry/Parks                 | IR2200   | 225,555 | 251,989 | 26,434  | 251,989                      | 263,877 | 11,888  |     | X   |     | X   | X         |                |
| Reg of Deeds                   | IR2200   | 26,212  | 29,125  | 2,913   | 29,125                       | 31,002  | 1,877   |     | X   |     | X   | X         |                |
| Veterans                       | IR2200   | 14,371  | 16,819  | 2,448   | 16,819                       | 18,091  | 1,272   |     | X   |     | X   | X         | X              |
| Job CTR Back                   | IR5570   | 50,519  | 64,162  | 13,643  | 64,162                       | 68,303  | 4,141   |     | X   |     | X   | X         | X              |
| Job CTR Rec                    | IR3300   | 389,757 | 415,039 | 25,282  | 415,039                      | 428,463 | 13,424  |     | X   |     | X   | X         | X              |
| Sheriff Admin                  | IR5570   | 499,369 | 589,528 | 90,159  | 589,528                      | 628,272 | 38,744  |     | X   |     | X   | X         | X              |
| Investigations                 | IR2200   | 87,249  | 91,340  | 4,091   | 91,340                       | 92,913  | 1,573   |     |     | X   |     |           |                |
| Deputies Room                  | IR1330   | 31,721  | 34,766  | 3,045   | 34,766                       | 36,616  | 1,850   |     |     |     |     |           |                |
| Jail Admin                     | IR2200   | 599,117 | 623,239 | 24,122  | 623,239                      | 634,964 | 11,725  |     | X   |     | X   | X         |                |
| Video Conference               | IR2200   | 28,612  | 29,328  | 7,256   | 29,328                       | 30,428  | 1,080   |     | X   |     | X   | X         |                |
| Video Conference New           | IR3320   | 219,529 | 241,185 | 21,656  | Moved to DA                  |         | 0       |     |     |     | X   |           |                |
| Circuit Court                  | IR2200   | 19,783  | 22,309  | 2,526   |                              | 22,309  |         |     |     |     | X   | X         | X              |
| Information Services           | IR4570   |         |         |         | 36,375                       | 36,441  | 726     |     | X   |     | X   | X         |                |
| Dispatch                       | IR1670F  | 37,481  | 42,690  | 5,209   |                              |         | 0       |     |     | X   | X   |           |                |
| Dispatch                       | IR1670F  | 20,000  | 23,590  | 3,590   | 23,590                       | 26,862  | 3,272   |     |     | X   | X   |           |                |

These copiers are charged a flat fee per month

| Canon CLC 4000         |         | BEGIN  | END    | USAGE | BEGIN          | END    | USAGE |    |   |  |   |                   |
|------------------------|---------|--------|--------|-------|----------------|--------|-------|----|---|--|---|-------------------|
| Black                  |         | 358608 | 378184 | 19576 | 378184         | 383958 | 5774  | 40 | X |  |   | Out of Commission |
| Color prints           |         | 56453  | 61034  | 4581  | 61034          | 62287  | 1253  | 40 | X |  |   |                   |
| HSD BACK Color         | HP 4600 | 98341  | 103555 | 5214  | 103555         | 104821 | 1266  | 17 | X |  |   |                   |
| Land Info Color        | HP 5500 | 745775 | 773125 | 27350 | 773125         | 784041 | 10916 | 27 | X |  |   |                   |
| HSD ADAPT Color        | HP 4600 | 117449 | 118946 | 1497  | 118946         | 119646 | 700   | 17 | X |  |   |                   |
| UW EXT Color           | HP 4600 | 45197  | 48464  | 3267  | 48464          | 48720  | 256   | 17 | X |  |   |                   |
| UW EXT Color           | HP 4600 |        |        | 0     | 83262          | 85297  | 2035  | 17 | X |  |   |                   |
| HSD Job Center Color   | HP 4600 | 68372  | 68576  | 204   | Moved to Parks |        |       |    |   |  |   |                   |
| Parks & Forestry Color | HP 4600 | 68576  | 69320  | 744   | 69320          | 70486  | 1166  | 17 | X |  |   |                   |
| Library Color          | HP 4600 | 108820 | 110338 | 1518  | 110338         | 111129 | 791   | 17 | X |  | X |                   |
| 4th Floor Shop         | HP 5500 |        |        |       | 261242         | 264644 | 3402  | 27 | X |  |   |                   |
| 4th Floor Hallway      | HP 4600 |        |        |       | 48720          | 50732  | 2012  | 17 | X |  |   |                   |

| Fax Copies / Location  | Model   | BEGIN  | END    | USAGE | BEGIN  | END    | USAGE |
|------------------------|---------|--------|--------|-------|--------|--------|-------|
| Circuit Court          | IR2200  | 23,288 | 25,867 | 2,579 | 25,867 | 26,730 | 863   |
| Veterans               | IR2200  | 166    | 750    | 584   | 750    | 1,311  | 561   |
| Investigations         | IR2200  | 7,356  | 7,856  | 500   | 7,856  | 8,148  | 292   |
| Forestry & Parks       | IR2200  | 198    | 2,194  | 1,996 | 2,194  | 2,929  | 735   |
| Video Conference Room  | IR2200  | 35161  | 36173  | 1,012 | 36173  | 37855  | 1,682 |
| Clerk of Courts        | IR3300  | 28,058 | 31,070 | 3,012 | 31,070 | 32,436 | 1,366 |
| District Attorney      | IR3300  | 58,515 | 64,149 | 5,634 |        |        |       |
| District Attorney      | IR3320  | 58,270 | 59,243 | 973   | 59,243 | 61,830 | 2,587 |
| Dispatch               | IR1670F | 37,481 | 42,690 | 5,209 |        |        |       |
| Dispatch               | IR1670F | 20,000 | 23,590 | 3,590 | 23,590 | 26,882 | 3,292 |
| Register of Deeds      | IR2200  | 3,011  | 3,285  | 274   | 3,285  | 3,435  | 150   |
| 1st Floor Annex        | IR5570  | 30,557 | 33,433 | 2,876 | 33,433 | 34,614 | 1,181 |
| Sheriff Administration | IR5570  | 12,573 | 15,100 | 2,527 | 15,100 | 16,337 | 1,237 |

## Marinette County Multi-Function Device RFP – Questions & Answers

Q. Is there a guaranteed volume for fleet?

A. No.

Q. Will the county even entertain a 3yr lease with cost per copy?

A. Yes.

Q. How many coin op machines are there currently in use and will that number increase or decrease in the coming year?

A. There is currently one coin op machine in use. That number will not increase or decrease in the coming year.

Q. Is there a dedicated fax line in each location that a fax function is needed?

A. Yes.

Q. Do the machines need to be new or can good used/refurbished machines be placed?

A. The machines can be good used/refurbished.

Q. Canon has a program to wipe hard drive memory, would that be sufficient for both the machines being removed now and for the machines that will be at the end of their lease in 3 years or is there a requirement from the county or state that the hard drives must be removed?

A. The Canon program would be sufficient for both machines being removed now and for the machines at the end of their lease in three years.

Q. Item 6 says there are approximately 38 machines now, I count 53. Where are machines not going to be utilized in the future?

A. Only 38 machines are needed. Please see the attached updated list.

Q. Are you just replacing the MFDs and not the desktop units?

A. We are just replacing the MFDs at this time.

Q. Staples are included in the maintenance; do you know how many boxes a year the county uses?

A. This information is not available.

Q. Are you requesting an exact match of speeds? If not how closed to the current speed is required?

A. We are not requesting an exact match of speeds. The speed should within 15% of the current speed.

Q. Do all replacement units need to have the same maximum paper size (A3 or A4) ability as the current units?

A. Yes.

Q. If the features listed on Attachment F is to serve as system requirements please define or clarify what is meant by "NET" and "USB". Page 4 of the RFP states "MFDs shall include features listed on attachment F, for example paper trays, stapling, double sided, collating, secure mailbox, secure scan, secure fax, envelope printing, networkable printing and copying features." Yet we do not see these features listed on the Attachment F. Please clarify which systems require these features.

A. NET means it is networkable as a printer from a print server; USB means it has a USB connection. USB is not an important criteria – those features should be available on all MFDs. The RFP language should not have said "listed on Attachment F."

Q. Please verify that the units list at the bottom of Attachment F under the heading "Fax Copies/Location" are not additional units but rather a record of fax volume on devices listed under "Copiers/Location."

A. Yes, that is exactly what they are.

Q. Please verify if the HP printers listed on Attachment F need replacement as part of this proposal. If they are not to be replaced is the usage of these devices going to be moved to the MFDs that are a part of the program?

A. *The HP printers will not be part of the proposal. The usage maybe moved, but that is not guaranteed at this time.*

Q. Does Marinette County represent that the usage represented on Attachment F will be maintained for the term of the agreement?

A. *The usage on attachment F is showing current usage. It may or may not stay the same with advances in technology going paperless.*

Q. Is Marinette County willing to agree to image usage minimums by device or for the entire MFD fleet?

A. *No.*

Handwritten signature of Richard Flom in black ink.

Digitally signed by  
Richard Flom  
Date: 2012.08.16  
11:44:51 -05'00'

| Copiers / Location        | Model       | BEGIN   | END     | 2011<br>USAGE | thru June 31<br>BEGIN | END             | 2012<br>USAGE | PPM | Net | USB | Fax | Pull<br>Scan | Universal<br>Send | Drawers |
|---------------------------|-------------|---------|---------|---------------|-----------------------|-----------------|---------------|-----|-----|-----|-----|--------------|-------------------|---------|
| 1 Child Support           | IR3300      | 352,861 | 388,107 | 35,246        | 388,107               | 403,565         | 15,458        | 33  | X   | X   | X   | X            |                   | 4       |
| 2 Highway Pembine (part)  | IR1670F     | 74,932  | 75,393  | 1,361         | 75,393                | 76,952          | 659           | 13  |     | X   | X   |              |                   | 1       |
| 3 Highway Crivitz (part)  | IR1670F     | 16,117  | 20,268  | 4,155         | 20,268                | 22,317          | 2,051         | 13  |     | X   | X   |              |                   | 1       |
| 4 Stephenson Library      | IR3300      | 349149  | 380213  | 41094         | 380213                | 415334          | 25121         | 33  | X   | X   | X   | X            |                   | 4       |
| 5 Stephenson Library      | IR3300      | 250158  | 261626  | 11468         | From 02/20/10         | thru 06/20/2012 |               | 33  | X   | X   | X   | X            |                   | 4       |
| 6 Stephenson Library      | IR4570      |         |         |               |                       |                 |               | 45  | X   |     | X   |              |                   | 4       |
| 7 Stephenson Library      | IR1600      |         |         |               |                       |                 |               | 16  |     |     | X   | X            |                   | 2       |
| 8 Stephenson Library      | MP8530      |         |         |               |                       |                 |               | 23  |     | X   | X   |              |                   | 1       |
| 9 Stephenson Library      | MP8530      |         |         |               |                       |                 |               | 23  |     | X   | X   |              |                   | 1       |
| 10 HSD FRONT              | IR5570      | 620158  | 799614  | 179356        | 799514                | 888684          | 89170         | 55  | X   | X   | X   | X            | X                 | 4       |
| 11 HSD BACK               | IR5570      | 75333   | 96496   | 21163         | 96496                 | 169518          | 73022         | 55  | X   | X   | X   | X            | X                 | 4       |
| 12 PUBLIC HEALTH          | IR5570      | 446581  | 581881  | 135300        | 581881                | 666240          | 84359         | 55  | X   | X   | X   | X            | X                 | 4       |
| 13 HSD ADAPT              | IR3300      | 564982  | 654293  | 89311         | 654293                | 686805          | 32512         | 33  | X   | X   | X   | X            |                   | 4       |
| 14 HSD ADAPT/receptionist | New         |         |         |               |                       |                 |               |     |     |     |     |              |                   |         |
| 15 HSD NIAGARA            | IR2200      | 214176  | 245078  | 30902         | 245078                | 256869          | 11791         | 22  | X   | X   | X   | X            |                   | 4       |
| 16 HSD ADRC               | IR3045      |         |         |               |                       | 84503           |               | 45  | X   | X   | X   | X            |                   | 2       |
| 17 HIGHWAY                | IR3300      | 444114  | 516787  | 72673         | 516787                | 548643          | 31856         | 33  | X   | X   | X   | X            |                   | 4       |
| 18 Printing new           | IR105       | 723271  | 883105  | 159,834       | 883105                | 951873          | 68,786        | 105 | X   |     | X   |              |                   | 4       |
| 19 Extension              | IR5570      | 864310  | 995295  | 130,885       | 995295                | 1045885         | 50,890        | 55  | X   | X   | X   | X            | X                 | 4       |
| 20 1st Floor Courthouse   | IR5070      | 388436  | 413350  | 43,914        | 413350                | 483867          | 70,517        | 50  | X   | X   | X   | X            |                   | 4       |
| 21 1st Floor Annex        | IR5570      | 161135  | 336023  | 174,888       | 336023                | 424568          | 88,545        | 55  | X   | X   | X   | X            |                   | 4       |
| 22 Finance Department     | New         |         |         |               |                       |                 |               |     |     |     |     |              |                   |         |
| 23 Clerk of Courts        | IR3300      | 715196  | 793869  | 78,673        | 793869                | 828420          | 34,551        | 33  | X   | X   | X   | X            |                   | 4       |
| 24 DA                     | IR3320      | 241197  | 263927  | 22,790        | 263927                | 314550          | 50,623        | 33  | X   | X   | X   | X            |                   | 4       |
| 25 Forestry/Parks         | IR2200      | 225355  | 251989  | 26,634        | 251989                | 263677          | 11,888        | 22  | X   | X   | X   | X            |                   | 4       |
| 26 Reg of Deeds           | IR2200      | 262162  | 297125  | 34,963        | 297125                | 310032          | 12,907        | 22  | X   | X   | X   | X            |                   | 4       |
| 27 Veterans               | IR2200      | 143971  | 168819  | 24,848        | 168819                | 180991          | 12,172        | 22  | X   | X   | X   | X            |                   | 4       |
| 28 Job CTR Back           | IR5570      | 505819  | 641624  | 136,005       | 641624                | 683803          | 42,179        | 55  | X   | X   | X   | X            |                   | 4       |
| 29 Job CTR Rec            | IR3300      | 389757  | 415039  | 25,282        | 415039                | 428463          | 13,424        | 33  | X   | X   | X   | X            |                   | 4       |
| 30 Sheriff Admin          | IR5570      | 499369  | 569528  | 80,159        | 569528                | 628272          | 38,744        | 55  | X   | X   | X   | X            |                   | 4       |
| 31 Investigations         | IR2200      | 87249   | 91340   | 4,091         | 91340                 | 92813           | 1,473         | 22  |     | X   | X   |              |                   | 1       |
| 32 Deputies Room          | IR1330      | 31,721  | 34,766  | 3,045         | 34,766                | 36,616          | 1,850         | 13  |     | X   |     |              |                   | 1       |
| 33 Jail Admin             | IR2200      | 599117  | 623239  | 24,122        | 623239                | 634964          | 11,725        | 22  | X   | X   | X   | X            |                   | 4       |
| 34 Video Conference New   | IR3320      | 219529  | 241185  | 21,656        | Moved to DA           |                 |               | 0   | 22  |     | X   | X            |                   | 4       |
| 35 Circuit Court          | IR2200      | 197873  | 223599  | 26,626        | 223599                | 223599          |               | 0   | 22  |     | X   | X            |                   | 4       |
| 36 Information Services   | IR4570      |         |         |               | 363715                | 364441          | 728           | 45  | X   | X   | X   | X            |                   | 4       |
| 37 Dispatch               | IR1670F     | 20,000  | 23,580  | 3,580         | 23,580                | 26,862          | 3,272         | 13  |     | X   | X   |              |                   | 1       |
| 38 Print Shop Lobby       | CLC4000     |         |         |               |                       |                 |               |     |     |     |     |              |                   |         |
|                           | Black       | 358806  | 378194  | 19276         | 378194                | 383953          | 5774          | 40  | X   |     |     |              | Out of Commission |         |
|                           | Color P/B's | 56453   | 61034   | 4581          | 61034                 | 62287           | 1253          | 40  | X   |     |     |              |                   |         |

These copiers are charged a flat fee per month

HSD FRONT Replace with a color copier

|                          |          |         |         |         |         |         |         |     |   |   |   |   |   |   |
|--------------------------|----------|---------|---------|---------|---------|---------|---------|-----|---|---|---|---|---|---|
| HSD BACK old             | IR5570   | 1047593 | 1099119 | 51622   |         |         | 0       |     |   | X | X | X |   | 4 |
| HSD BACK                 | IR4570   | 420313  | 495208  | 74895   |         |         | 0       |     |   | X | X | X |   | 1 |
| Dispatch                 | IR1670F  | 37,481  | 42,690  | 5,209   |         |         | 0       |     |   | X | X | X |   | 4 |
| 1st Floor Courthouse old | IR5570   | 834033  | 826309  | 92,278  |         |         | 0       |     |   |   | X | X |   | 4 |
| DA old                   | IR3300   | 986893  | 1097809 | 101,816 |         |         | 0       |     |   |   |   | X | X | 4 |
| Printing old             | IR105    | 2656733 | 2678538 | 22,805  | 2879538 | 2885761 | 206,223 | 109 | X |   |   |   |   | 4 |
| Video Conference         | IR2200   | 286172  | 293428  | 7,256   | 293428  | 304288  | 10,860  | 22  | X |   | X | X |   | 4 |
| UW EXT                   | IBM 1125 | 73561   | 95103   | 21542   | 95103   | 101829  | 6726    | 20  | X |   |   |   |   | 4 |

Digitally signed  
 by Richard Flom  
 Date:  
 2012.08.16  
 11:45:16 -05'00'

# Reprographic Use and Support Rental Agreement

This Rental Agreement with all Attachments, Schedules and Addenda shall be collectively referred to as this "Agreement".

**Between**

# DRAFT

**Marinette County, WI** (herein referred to as "Customer")

And

**Merizon Group, Inc** (Herein referred to as "MBM")  
620 N Lynddale Drive Appleton WI 54912

**Rental Fee**

Customer shall pay a monthly fee of \$0.0169 per Black image and \$0.059 per Color image made on Equipment. The monthly fee includes use of Equipment and maintenance, parts, and supplies for Equipment contained on Schedule A. There is no fee for scanned images.

Payment Terms: Net 10 Days from date of invoice. MBM will invoice monthly based on actual images run on covered Equipment.

**Term of Agreement**

This Agreement shall have a **thirty-six (36)** month term unless terminated or extended as provided herein.

This Agreement shall commence on the Effective Date of the Agreement.

**Terms and Conditions**

This Agreement is **NON-CANCELLABLE**. Both parties agree to the terms and conditions set forth herein. Customer acknowledges that it has read the terms and conditions of the Agreement. \_\_\_\_\_ (Initial)

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

**Merizon Group, Inc**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## Standard Terms and Conditions

### 1. General Scope of Coverage

- a. This Agreement covers use of Equipment on Schedule A and black toner and labor and parts for adjustments and repairs for all units on the attached Schedule A as necessitated by normal use of the Equipment except as hereinafter provided.
- b. Issues related to network connectivity and print controllers are excluded.
- c. Damage to the Equipment or its parts arising out of misuse, abuse, negligence, or causes beyond MBM's control are not covered.
- d. MBM may terminate this agreement in the event Equipment is modified, altered or serviced by personnel other than those employed by MBM or without consent of MBM.
- e. On-site hours are from 8:00am to 5:00pm Monday through Friday excluding MBM Holidays

### 2. Addition of Equipment

- a. Customer may request additional Equipment during the term of this Agreement. MBM will provide new or refurbished units and adjust the payment as agreed to by both parties. All other terms and conditions will remain unchanged.
- b. Customer is required to immediately notify MBM upon installation of any additional Equipment at Customer's site capable of using MBM supplied toner cartridges. Upon installation, such Equipment shall automatically be added to the appropriate Schedule. Said Equipment shall be considered the Equipment for all purposes under this Agreement.
- c. MBM may, within thirty days of such notification by the Customer provide written notice to the Customer of intent to re-price the Agreement. The Customer shall have thirty days from receipt of notice to accept the new terms or exclude the new Equipment from the Agreement.

### 3. Extensions and Cancellation

- a. This Agreement will be extended for up to two additional 12 month terms unless written notice of intent to cancel is provided by either party not less than thirty (30) days prior to expiration
- b. This Agreement is NON-CANCELLABLE. The Customer agrees to pay MBM the fee shown above on this Agreement for the term of the agreement.

**DRAFT**

### 4. Confidentiality

- a. MBM recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. MBM agrees to treat Customer's Information on a confidential basis. MBM further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of MBM who have to perform the services contemplated hereunder. MBM agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

### 5. Location of Equipment

- a. Customer will keep and use the Schedule A Equipment only at the locations shown on the Schedule. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it. At the end of the lease's term, you will return the Schedule A Equipment to us.

### 6. Ownership of Equipment

- a. We are the owner of the Equipment listed on Schedule A and have title to the Equipment, unless you elect to purchase the Equipment at the expiration of the Agreement as set forth herein.

### 7. Insurance

- a. MBM shall maintain at all times during the term of this Agreement maintain, at its cost, insurance as described in Attachment D.

### 8. Indemnification

- a. Each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts.
- b. In no event shall MBM be liable to Customer for consequential or indirect damages due to MBM's non-performance, any breach of this Agreement, or any act of MBM or of its employees or agents.

### 9. Miscellaneous

- a. This Agreement supersedes all prior discussions or understandings between the parties related to managed print services. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by the party against whom it is sought to be enforced.
- b. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable.
- c. Renewal of this agreement is subject to price and provision changes. The Customer shall have thirty days to cancel the agreement if such changes are found to be unacceptable.
- d. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.

### 10. Assignability

- a. The Customer may not assign its interest in or delegate its duties under this Agreement.

### 11. Default

- a. If Customer fails to make payments for three consecutive months or fails to make eight payments within a twelve month period, Customer will be in default.
- b. If Customer defaults, we can require that Customer return the Equipment to us or buy the Equipment for fair market value.
- c. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law.

### 12. Entire Agreement

- a. This document constitutes the entire agreement and supersedes all prior proposals, understandings and agreements, oral and written, between the parties relating to the subject matter of this Agreement and may not be modified or altered except by written instrument duly executed by both parties. This document including Equipment Schedule A and Customer Attachment D constitute the entire agreement. Notwithstanding any terms herein to the contrary, this Agreement is not intended to supersede any lease agreements entered into between the parties prior to this Agreement's Effective Date, unless such prior lease is specifically incorporated into this Agreement.

**DRAFT**

SCHEDULE A

Units      CPM      System/Accessories

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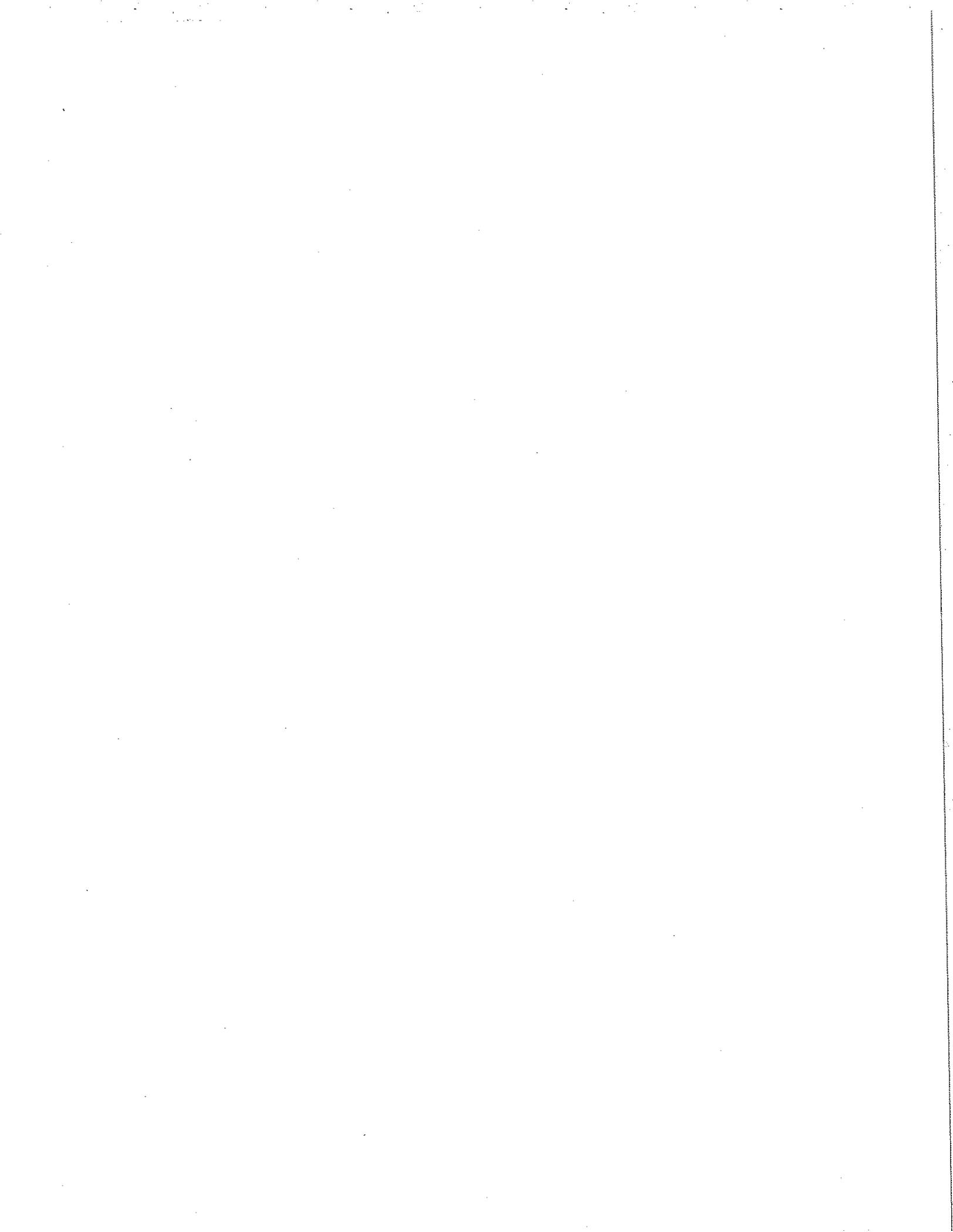
**DRAFT**

SCHEDULE B

Units      CPM      System/Accessories

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**DRAFT**



## 1.10 Classification and Compensation Plans

## Establishing Positions

- a. Prior to any other action, the County Administrator must be consulted and approve any and all new positions. If the County Administrator denies the position request, the process ends. Upon approval of the County Administrator, the following processes apply. Creation of a position requires the following:
  - b. Permanent Position
    1. The Administrative Secretary shall create a timeline for approval of the position request.
    2. The Department Head shall fill out the appropriate paperwork and submit the same to the Human Resources Department.
    3. In conjunction with the Human Resources Department, the Department Head shall create a job description. Concurrently, the Department Head shall place the position request on the agenda for his/her Committee of Jurisdiction as an informational item.
    4. Administration and the Human Resources Department shall begin the compensation evaluation process.
    5. The completed job description, wage scale information, and necessary forms shall be forwarded to the Finance Department.
    6. The Finance Department shall forward the requisite completed documentation and job description to the County Administrator for approval. If the County Administrator denies the position request, the process ends.
    7. Upon approval of the County Administrator, Administration shall forward the new position request to the Personnel Committee and, if funding is required, the Finance Committee. If either the Personnel Committee denies the position request or the Finance Committee denies funding, the process ends. Upon approval of the Personnel Committee; and, if funding is required, approval of the Finance Committee, the request, will be forwarded to the County Board for final approval.
  - c. Limited Term/Project Position
    1. If funding is available in the departmental budget through salaries with or without fringes, the Department Head shall submit the appropriate paperwork and obtain signed approval from the County Administrator to transfer funds. The Department Head shall place the position request on the agenda for his/her Committee of Jurisdiction as an informational item and follow the Limited Term Employee/Project Position Employee Hiring Procedure.
    2. If funding is not available through salaries with or without fringes, the Department Head shall:
      - (a) obtain signed approval from the County Administrator to transfer funds,
      - (b) place the request on the agenda for his/her Committee of Jurisdiction as an informational item,
      - (c) obtain Personnel Committee approval of the position,
      - (c) obtain Finance Committee approval to transfer funds, and
      - (d) obtain County Board approval of the position and transfer of funds.
      - (e) follow the Limited Term Employee/Project Position Employee Hiring Procedure.

d. Intern Position

1. In the event a Department Head determines his/her department has sufficient time to accommodate an intern/shadow, the Department Head shall submit a written intern request to the County Administrator for approval.
2. If the County Administrator approves the request, the Department Head shall place the request on the agenda of his/her Committee of Jurisdiction as an informational item.

(5) Existing Position Status Changes

a. Increase of Work Hours

1. Prior to allowing a permanent employee to work hours in excess of the original budget, a Department Head shall obtain approval from the County Administrator. A Department Head shall submit the appropriate paperwork to the County Administrator setting forth reasons the position warrants an increase of hours. If the County Administrator approves the increase in hours and;

(a) additional funding is not required, the Department Head shall complete and submit a Payroll Classification Form to the Human Resources Department and place the item on the agenda for his/her Committee of Jurisdiction as an informational item.

(b) additional funding is required, the Department Head shall place the request on the agenda for his/her Committee of Jurisdiction as an informational item. Administration shall forward the request to the Personnel Committee, Finance Committee and County Board for final approval. Upon final approval, the Department Head shall complete and submit a Payroll Classification Form to the Human Resources Department.

b. Changes to Position Titles and/or Reporting Structure

1. Position title change only. The Department Head shall submit the appropriate paperwork to the County Administrator stating the reason for the position title change. Upon approval of the change by the County Administrator, the Department Head shall complete and submit a Payroll Classification Form to the Human Resources Department and place the item on the agenda for his/her Committee of Jurisdiction as an informational item.
2. Reporting structure change of a position, with or without changes to the job title and job description. The Department Head shall submit the appropriate paperwork to the County Administrator justifying the requested change. Upon approval of the County Administrator, the Department Head shall place the item on the agenda for his/her Committee of Jurisdiction as an informational item. Administration shall forward the request to the Personnel Committee and County Board for final approval. Upon approval, the Department Head shall complete and submit a Payroll Classification Form to the Human Resources Department.

c. Changes to Work Location

Prior to changing a position work location, the Department Head shall submit appropriate paperwork to the County Administrator for approval stating the reason for the change and place the request on the agenda for his/her Committee of Jurisdiction as an informational item.

**AUGUST 20, 2012  
FINANCE COMMITTEE MEETING  
APPROPRIATION ENTRIES**

| FINANCE:                    |  | 2012 ENTRIES |              | AMOUNT    | FROM             | AMOUNT | TO |
|-----------------------------|--|--------------|--------------|-----------|------------------|--------|----|
| Law Enforcement             | Increase revenue and expenditures for OWI Alcohol Enforcement Grant from WI DOT  | 8,000.00     | 100-52-43545 | 8,000.00  | 100-52-52120-114 |        |    |
| Law Enforcement             | Increase revenue and expenditures for donations from St Vincent DePaul for inmate ending domestic violence instruction | 4,000.00     | 100-52-48513 | 4,000.00  | 100-52-52710-290 |        |    |
| Law Enforcement             | Increase revenue and expenditures for canine contributions made in memory of Kevin L Nischke                           | 500.00       | 100-52-48514 | 500.00    | 100-52-52160-980 |        |    |
| <b>FIN. &amp; CO BOARD:</b> |  | 2012 ENTRIES |              | AMOUNT    | FROM             | AMOUNT | TO |
| Health & Human Services     | Transfer fund balance for cost over run due to asbestos associated with ADRC building renovation                       | 15,000.00    | 205-00-34290 | 15,000.00 | 205-55-54510-980 |        |    |

(Note: Shaded items use contingency funds.)