



"...meeting community needs...enhancing quality of life."

**APPLETON FIRE DEPARTMENT
700 N. DREW STREET
APPLETON, WI 54911**

MEMORANDUM

To: Alderperson Kathy Plank, Chair, Finance Committee
Alderperson Jeff Jirschele, Safety and Licensing Committee
Members of the Common Council

From: Len Vander Wyst, Fire Chief

Date: December 26, 2014

Re: Authorization to Purchase Equipment/Services – Single Source

The fire department is requesting authorization to purchase equipment and services under a single source vendor for speciality work on the radio and audio components for fire station alerting. This project has been approved as a public safety capital improvement project for 2015. Attached you will find the contracts approved in form by our attorney's office and scope of work from Baycom and Faith Technologies outlining the work to be performed.

This work is very technical in nature and Baycom has provided the source of our current radio equipment and has the knowledge and direct ability to add the necessary radio equipment to enhance fire station alerting. Baycom also has the service agreement with Outagamie County for servicing the county-wide public safety radio system that connects to the fire station alerting system.

Working directly with our Facilities and Construction Management Department, Faith Technologies conducted a complete review of the six fire stations in 2014 in preparation for the potential upgrade of station audio equipment. This indepth detail technical review identified the scope of work as included within the contract. Based on discussion with Director Gazza, he is confident that the expenditure and scope of work meets the city's needs. He also stated that rebidding this project based on the technical aspects would not be a benefit.

The department would like to proceed with this work as soon as possible to address communication and audio issues within our stations. If you have any questions, please feel free to contact Deputy Chief Reece or myself.

CONTRACT

CONTRACT

THIS CONTRACT, approved by the Appleton Common Council this 21st day of January, 2015, made by and between Baycom, Inc., hereinafter called the "Contractor", with a business address of 2040 Radisson St., Green Bay, WI 54302, and the City of Appleton, hereinafter called the "Owner" with a business address of 100 North Appleton Street, Appleton, WI 54911.

WITNESSETH, that the Contractor and the Owner for the consideration stated in Article II herein agrees as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall, in a workmanlike manner, perform as required under this Contract; and unless otherwise expressly stated, shall provide all the labor, materials, tools, expendable equipment, utility and transportation services necessary for the purchase as installation of fire station alerting equipment as part of the Appleton Fire Department radio upgrade project, all in strict compliance with the Contractor's proposal and all other documents incorporated herein by reference.

ARTICLE II. THE CONTRACT PRICE

Subject to any additions or deductions provided herein, the Owner shall pay the Contractor in current funds for the performance of this Contract. The contract price shall be computed as follows, in an amount not to exceed:

AWARDED: \$32,053.04

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. Contractor's Proposal
2. Insurance Requirements Exhibit B

ARTICLE IV. ADDITIONAL PROVISIONS

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

- (a) The City of Appleton is permitted to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors.
- (b) The prime contractor shall provide a payment and performance bond meeting the requirements of §779.14(1)(e) of the Wisconsin Statutes. (The public body may allow a prime contractor to substitute a different payment and performance assurance only if the substituted payment and performance assurance is for an amount at least equal to the contract price and is in the form of a bond, an irrevocable letter of credit or an escrow account acceptable to the public body).

Indemnification Clause. The Contractor agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first mentioned above.

Dated this _____ day of January, 2015.

Baycom, Inc., Contractor:

Attest: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Attest: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

City of Appleton, Owner:

Attest: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Attest: _____
Printed Name: _____

By: _____
Dawn Collins, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Anthony Saucerman, Director of Finance

James P. Walsh, City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT

CORPORATION INSTRUCTIONS

If the Contractor is a **CORPORATION**, the following certificate should be executed:

I, _____, certify that I am the Secretary of Baycom, Inc. (Contractor), a corporation; that I have duly signed the foregoing contract for and on behalf of the Contractor as Secretary of said corporation by authority of its governing body, within the scope of its corporate powers.

_____ (Corporate Seal)

If the Contract is not signed by the secretary of the corporation, the above certified should be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the contract should be signed with his official signature. Please have the name of the signing party or parties, typewritten or printed under all signatures to the contract.

PARTNERSHIP INSTRUCTIONS

If the Contractor is operating as a **PARTNERSHIP**, each partner should sign the contract. If each partner does not sign the contract, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and on behalf of the partnership.

INDIVIDUAL INSTRUCTIONS

If the Contractor is an **INDIVIDUAL**, the trade name (if the Contractor be operating under a trade name) should be indicated in the Contract and such individual should sign the Contract. If signed by one other than the Contractor there should be attached to the contract a duly authenticated power of attorney evidencing the signers' authority to execute the contract for and on behalf of the Contractor.



serious mobility
when it matters most

Al Koivisto

2040 Radisson Street

Green Bay, WI 54302

(920) 544-4203

FAX: (920) 468-8615

a.koivisto@baycominc.com

Appleton Fire Department

Deputy Chief Eugene Reece

700 North Drew St

Appleton, WI 54911

(920) 832-1704

Gene.Reece@appleton.org

Date: 12/5/14

Quote # AK20141206A Station Alerting System Upgrade

SUBJECT: Motorola RGU and MCD5000 Desk Sets Price Quote

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:

EQUIPMENT DETAILS AND PRICING

QTY	MODEL	MODEL AND DESCRIPTION	LIST PRICE	BAYCOM PRICE	TOTAL PRICE
Station 1 - 2 additional desk sets					
2	F2380	MCD 5000 NEXT GEN DESKSET	\$1,500.00	\$1,425.00	\$2,850.00
4	Baycom Stock	ETHERNET CABLE	\$20.00	\$19.00	\$76.00
200	22065172	ETHERNET CABLE PER FOOT	\$0.66	\$0.63	\$125.40
8	AT8X8	ETHERNET CONNECTORS	\$0.20	\$0.19	\$1.52
Station 2 - 1 additional desk set					
1	F2380	MCD 5000 NEXT GEN DESKSET	\$1,500.00	\$1,425.00	\$1,425.00
4	Baycom Stock	ETHERNET CABLE	\$20.00	\$19.00	\$76.00
1	FHN7469	RGUMCD POWER SUPPLY WITH USA PWR CORD	\$100.00	\$95.00	\$95.00
1	F7979	RADIO GATEWAY UNIT (RGU)	\$1,500.00	\$1,425.00	\$1,425.00
100	22065172	ETHERNET CABLE PER FOOT	\$0.66	\$0.63	\$62.70
4	AT8X8	ETHERNET CONNECTORS	\$0.20	\$0.19	\$0.76
Station 3 - 1 additional desk set					
1	F2380	MCD 5000 NEXT GEN DESKSET	\$1,500.00	\$1,425.00	\$1,425.00
4	Baycom Stock	ETHERNET CABLE	\$20.00	\$19.00	\$76.00
1	FHN7469	RGUMCD POWER SUPPLY WITH USA PWR CORD	\$100.00	\$95.00	\$95.00
1	F7979	RADIO GATEWAY UNIT (RGU)	\$1,500.00	\$1,425.00	\$1,425.00
100	22065172	ETHERNET CABLE PER FOOT	\$0.66	\$0.63	\$62.70
4	AT8X8	ETHERNET CONNECTORS	\$0.20	\$0.19	\$0.76

Quantity	Part Number	Description	Unit Price	Extended Price	Weight	Volume
Station 4 - 1 additional desk set						
1	F2380	MCD 5000 NEXT GEN DESKSET	\$1,500.00	\$1,425.00		\$0.00
4	Baycom Stock	ETHERNET CABLE	\$20.00	\$19.00		\$76.00
1	FHN7469	RGU/MCD POWER SUPPLY WITH USA PWR CORD	\$100.00	\$95.00		\$95.00
1	F7979	RADIO GATEWAY UNIT (RGU)	\$1,500.00	\$1,425.00		\$1,425.00
100	22065172	ETHERNET CABLE PER FOOT	\$0.66	\$0.63		\$82.70
4	AT8X8	ETHERNET CONNECTORS	\$0.20	\$0.19		\$0.76
Station 5 - 1 additional desk set						
1	F2380	MCD 5000 NEXT GEN DESKSET	\$1,500.00	\$1,425.00		\$1,425.00
4	Baycom Stock	ETHERNET CABLE	\$20.00	\$19.00		\$76.00
1	FHN7469	RGU/MCD POWER SUPPLY WITH USA PWR CORD	\$100.00	\$95.00		\$95.00
1	F7979	RADIO GATEWAY UNIT (RGU)	\$1,500.00	\$1,425.00		\$1,425.00
100	22065172	ETHERNET CABLE PER FOOT	\$0.66	\$0.63		\$62.70
4	AT8X8	ETHERNET CONNECTORS	\$0.20	\$0.19		\$0.76
Station 6 - 2 additional desk set						
2	F2380	MCD 5000 NEXT GEN DESKSET	\$1,500.00	\$1,425.00		\$2,850.00
4	Baycom Stock	ETHERNET CABLE	\$20.00	\$19.00		\$76.00
1	FHN7469	RGU/MCD POWER SUPPLY WITH USA PWR CORD	\$100.00	\$95.00		\$95.00
1	F7979	RADIO GATEWAY UNIT (RGU)	\$1,500.00	\$1,425.00		\$1,425.00
200	22065172	ETHERNET CABLE PER FOOT	\$0.66	\$0.63		\$125.40
8	AT8X8	ETHERNET CONNECTORS	\$0.20	\$0.19		\$1.52

Professional Services - Programming and Installation:
System Installation at (6) Appleton Firehouse(s) to include:
*Interfacing New Deskset Systems to Existing Consoles
*Cat 5/6 Cabling Runs to New Equipment Locations

\$11,772.00

\$11,772.00

Fire Station Locations: Station 1 D/C Office, Second Floor Hallway

- 2 Station Office
- 3 Station Office
- 4 Station Office North Wall
- 5 Station Office
- 6 Administration Office north, Station Office south

*Hardware Installation (6 total Locations)
System staging at Baycom
*Test and Optimize System Onsite
* Includes Travel
This proposal assumes that Appleton Fire Dept will:
*Grant access as needed to all installation locations.
*AC Power will exist where new equipment is to be installed.

Total:	\$31,735.68
Shipping:	\$317.36
Grand Total:	\$32,053.04

Terms: Payment due net 10 days

Quotation Good for 60 days

Approved By:



Date:

12-9-14

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms

All of the information listed on this proposal is confidential and proprietary information.

If You Have Any Questions Please Contact Al Koivisto At BAYCOM INC. (920) 544-4203

CONTRACT

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THIS CONTRACT, approved by the Appleton Common Council this 21st day of January, 2015, made by and between Faith Technologies., hereinafter called the “Contractor”, with a business address of 2662 American Drive, P.O. Box 627 Appleton, WI 54912-0627, and the City of Appleton, hereinafter called the “Owner” with a business address of 100 North Appleton Street, Appleton, WI 54911.

WITNESSETH, that the Contractor and the Owner for the consideration stated in Article II herein agrees as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall, in a workmanlike manner, perform as required under this Contract; and unless otherwise expressly stated, shall provide all the labor, materials, tools, expendable equipment, utility and transportation services necessary for the purchase as installation of fire station Audio Systems as part of the Appleton Fire Department radio audio upgrade project, all in strict compliance with the Contractor’s proposal and all other documents incorporated herein by reference.

ARTICLE II. THE CONTRACT PRICE

Subject to any additions or deductions provided herein, the Owner shall pay the Contractor in current funds for the performance of this Contract. The contract price shall be computed as follows, in an amount not to exceed:

AWARDED: \$28,283.00

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. Contractor’s Proposal
2. Insurance Requirements Exhibit B

ARTICLE IV. ADDITIONAL PROVISIONS

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

- (a) The City of Appleton is permitted to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors.
- (b) The prime contractor shall provide a payment and performance bond meeting the requirements of §779.14(1)(e) of the Wisconsin Statutes. (The public body may allow a prime contractor to substitute a different payment and performance assurance only if the substituted payment and performance assurance is for an amount at least equal to the contract price and is in the form of a bond, an irrevocable letter of credit or an escrow account acceptable to the public body).

Indemnification Clause. The Contractor agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including

attorney's fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first mentioned above.

Dated this _____ day of January, 2015.

Faith Technologies, Contractor:

Attest: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Attest: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

City of Appleton, Owner:

Attest: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Attest: _____
Printed Name: _____

By: _____
Dawn Collins, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Anthony Saucerman, Director of Finance

James P. Walsh, City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT

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If the Contractor is a **CORPORATION**, the following certificate should be executed:

I, _____, certify that I am the Secretary of Faith Technologies, Inc. (Contractor), a corporation; that I have duly signed the foregoing contract for and on behalf of the Contractor as Secretary of said corporation by authority of its governing body, within the scope of its corporate powers.

_____ (Corporate Seal)

If the Contract is not signed by the secretary of the corporation, the above certified should be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the contract should be signed with his official signature. Please have the name of the signing party or parties, typewritten or printed under all signatures to the contract.

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December 9, 2014

Gene Reece
City of Appleton Deputy Fire Chief
700 N. Drew St
Appleton, WI 54911

RE: Fire Station Audio System Recommendations Rev1

Gene:

We would like to thank you for the opportunity to propose a solution for your technology needs. We are pleased to offer the following firm price to provide material and labor to install the following. Price assumes work to be completed in January-February 2015.

Fire Station #1:

Provide material and labor to install

- (1) 250watt amplifier with input cards, rack mount ears, and tamper covers
- (2) Ceiling speakers (1 at LL landing by training room, 1 in LL restroom by training room)
- (2) Ceiling speakers in workout room with a wall mount dedicated volume control
- (3) Ceiling mount horn speakers in LL shop, pool area, and storage
- Add (25) back boxes and tile bridges to existing ceiling speakers for support
- Demo all rig room speakers and wire
- Main rig room (6) horn speakers with dedicated volume control
- Back room (2) horn speakers with dedicated volume control
- Side rig room (3) horn speakers with dedicated volume control with EMT conduit
- Terminations, testing, and documentation are included

Project Cost: \$10,003.00

Fire Station #2:

Provide material and labor to install

- (1) 100watt amplifier with input cards and tamper covers
- (3) Ceiling speakers (1 at LL landing by stairs, 1 in main office, and 1 at the top of the stairs)
- Re-tap rig room speakers to full volume and add a dedicated volume control
- Add (2) back boxes and tile bridges to existing ceiling speakers for support in the bedroom
- Terminations, testing, and documentation are included

Project Cost: \$2,075.00

Fire Station #3:

Provide material and labor to install

- (1) 100watt amplifier with input cards and tamper covers
- (1) Wall speaker in the small office with Wiremold as needed
- Demo speakers in the rig room
- (3) Horn speakers in the rig room with a dedicated volume control and EMT conduit
- Re-tap rig room speakers to full volume and add a dedicated volume control
- Add (2) back boxes and tile bridges to existing ceiling speakers for support in the bedroom
- Terminations, testing, and documentation are included

Project Cost: \$3,155.00

Fire Station #4:

Provide material and labor to install

- (1) 100watt amplifier with input cards and tamper covers
- (4) Wall speakers (3) upstairs and (1) downstairs to replace existing old speakers with Wiremold as needed
- Demo existing rig room speakers
- (3) Horn speakers in the rig room with a dedicated volume control and EMT conduit
- Install all new wiring through building
- Terminations, testing, and documentation are included

Project Cost: \$6,055.00

Fire Station #5:

Provide material and labor to install

- (1) 100watt amplifier with input cards and tamper covers
- (1) Wall speaker in the small office with Wiremold as needed
- Demo speakers in the rig room
- (3) Horn speakers in the rig room with a dedicated volume control and EMT conduit
- Terminations, testing, and documentation are included

Project Cost: \$2,634.00

Fire Station #6:

Provide material and labor to install

- Reuse existing amp
- Reconfigure page controller and head-end wiring
- Demo all rig room speakers and wire
- (6) horn speakers in the rig room with dedicated volume control
- Lift expenses
- Terminations, testing, and documentation are included

Project Cost: \$4,361.00

General Notes:

- Free air cabling and supports above drop ceilings
- J-hooks provided and installed as needed
- Fire stopping per NFPA standards

We appreciate the opportunity to submit our proposal and hope to work with you on this project! If you have any questions, concerns, or would like additional information regarding this proposal, please do not hesitate to contact me at 920-225-6797 or Eric at 920-225-6798.

Sincerely,

FAITH TECHNOLOGIES, INC.
"Specialty Systems Division"

Jeff Jezewski
Superintendent

Eric Bauer
Project Manager

FAITHTECHNOLOGIES.COM

General Conditions:

- This quote is based on current commodity material pricing and availability.
- All labor hours estimated as first shift and regular time.
- Prices DO NOT include applicable sales taxes.
- Any changes to the scope of work or materials altered at customer request may be billable.

Warranty: Faith Technologies will provide warranty support for our installation and craftsmanship for a period of one year. Any work performed outside of the previously defined scope options will be performed on a time and materials basis.

Initial acceptance of desired options below, sign and return.

<u>Fire Station #1</u>	\$10,003.00	(Initial here) <u></u>
<u>Fire Station #2</u>	\$2,075.00	(Initial here) <u></u>
<u>Fire Station #3</u>	\$3,155.00	(Initial here) <u></u>
<u>Fire Station #4</u>	\$6,055.00	(Initial here) <u></u>
<u>Fire Station #5</u>	\$2,634.00	(Initial here) <u></u>
<u>Fire Station #6</u>	\$4,361.00	(Initial here) <u></u>

ACCEPTANCE OF PROPOSAL the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing Faith Technologies, Inc. to do the work as specified. Payment terms are net 30 days after date of invoice. Customer Acknowledges receipt of Faith Technologies Standard Terms and Conditions.

PO#: _____

Printed Name: Eugene B Beece Jr.

Title: Deputy Chief

Signature: _____

Date of Acceptance: _____

Please email signed contracts to Eric Bauer at eric.bauer@faithtechnologies.com or 920-738-8988.

Proposal price is valid for 30 days.

Confidential, do not distribute without the prior written consent of Faith Technologies, Inc.

FAITHTECHNOLOGIES.COM