



**DATE:** June 5, 2023

**Agenda Item #** 9.3

**TO:** Jessica Vealitzek, Chair  
Operations Committee

**FROM:** John E. Nelson  
Director of Operations and Infrastructure

**RECOMMENDATION:** Recommend approval of a Resolution awarding a contract for the purchase and installation of pumps and upgraded HVAC controls at the Greenbelt Cultural Center to Trane U.S. Inc., in the Contract Price of \$184,967.00.

**STRATEGIC DIRECTION SUPPORTED:** Organizational Sustainability

**FINANCIAL DATA:** Funding for this project comes from the approved FY2023 Capital Improvement Plan (CIP) budget of \$1,567,872.50 for Facility and Infrastructure Improvements (Project 60022). This work will cost a total of \$184,967.00. Of that total, \$57,958.40 will be charged to account 35304100-803200-60022 and \$127,008.60 will be charged to account 20104100-803200-60022.

**BACKGROUND:** The Greenbelt Cultural Center originally opened in June 2000 and the building was expanded in 2011. The control hardware and software for the building automation system that controls the HVAC systems in the original portion of the building (the "HVAC Controls") are now obsolete and need to be replaced with updated HVAC Controls. Also, staff recommends replacement of three pumps and associated equipment (valves, suction diffusers, expansion tank and accessories) for the heating system in the expansion area (collectively, the "Pumps").

Pursuant to the Illinois Governmental Joint Purchasing Act, 30 ILCS 525/1, et seq., any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units if one of the governmental units has publicly advertised for, and received, competitive bids or proposals and has awarded a contract for such personal property, supplies, and services to the lowest responsible bidder or highest ranking proposer, all in accordance with the Act. Racine County, Wisconsin, has publicly advertised, and received competitive bids, for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services and has awarded a contract to Trane U.S. Inc. for such Products (including the HVAC Controls and the Pumps) (the "Contract"), as the lowest responsible bidder, and has made the Contract available to other public entities through Omnia Partners, which is a cooperative purchasing program.

It is in the District's best interests to award a contract for the purchase and installation of the three Pumps and the upgraded HVAC Controls to Trane U.S. Inc., to continue the efforts to standardize these systems and realize the operational efficiencies that come from standardization.

**REVIEW BY OTHERS:** Chief Operations Officer, Director of Finance, Corporate Counsel



**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE  
AND INSTALLATION OF PUMPS AND UPGRADED HVAC CONTROLS  
AT THE GREENBELT CULTURAL CENTER TO TRANE U.S. INC.**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) desires to purchase and install new pumps and upgraded HVAC controls at the Greenbelt Cultural Center (the “Equipment”); and

**WHEREAS**, pursuant to the Illinois Governmental Joint Purchasing Act, 30 ILCS 525/1, et seq., any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units if one of the governmental units has publicly advertised for, and received, competitive, sealed bids or proposals, and has awarded a contract for such personal property, supplies, and services to the lowest responsible bidder or the highest ranking proposer, all in accordance with such Act; and

**WHEREAS**, Racine County, Wisconsin, through Omnia Partners, has publicly advertised for, and received, competitive bids for the Equipment, including a bid by Trane U.S., Inc. for the Equipment; and

**WHEREAS**, Racine County, Wisconsin, has awarded contract #3341 to Trane U.S., Inc. as the lowest responsible bidder for the Equipment (the “Racine County Contract”) and the Racine County Contract provides that other units of local government may also enter into contracts with Trane U.S., Inc. on the same terms as provided in the Racine County Contract; and

**WHEREAS**, it is in the best interest of the District to award a contract for the Equipment to Trane U.S., Inc., on the same terms as provided in the Racine County Contract (the “Contract”);

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, THAT:

**Section 1. Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2. Award of Contract.** The proposal submitted by Trane U.S., Inc, in the amount of \$184,967.00 for the Equipment (the “Contract Price”) is hereby accepted and the Contract is hereby awarded to Trane U.S., Inc.

**Section 3. Execution of Contract.** The Executive Director of the District is hereby authorized and directed to execute the Contract with Trane U.S, Inc. in the amount of the Contract Price.

**Section 4. Payments.** The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Board Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_



# Trane Controls Upgrade & Pump Replacement Proposal



**Controls Proposal For:**

Brian Wing  
Superintendent of Fleet and Facilities  
Lake County Forest Preserves—Greenbelt Cultural Center  
1215 Green Bay Road  
North Chicago, IL 60064

**Local Trane Office:**

Trane U.S. Inc.  
7100 South Madison  
Willowbrook, IL 60527-5505

**Local Trane Representative:**

Patrick Heneberry  
Account Executive  
Cell: (630) 930-2551  
Office: (630) 734-6149

**Controls Upgrade**

Proposal ID: 2608897  
COOP Quote #: R1-192261-22-004  
Omnia Contract #: OMNIA Racine #3341

**Pump Replacement**

Proposal ID: 7110082  
COOP Quote #: R1-192261-22-005  
Omnia Contract #: OMNIA Racine #3341

**Date:** May 15, 2023



# Controls Upgrade Executive Summary

Trane is pleased to present a solution to help **Lake County Forest Preserves** reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from **Lake County Forest Preserves** to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits **Lake County Forest Preserves** should expect from this project are highlighted below.

- Tracer SC+ provides a web-based front end for your facility that can be accessed with most PC's, Tablets and Smart Phones. Tracer SC + eliminates the need for a dedicated computer and monitor so you can manage system performance whenever and wherever it is convenient.
- Tracer SC +'s building management software tool reduces scheduling, reporting and system application chores to simple "point and click" tasks. The intuitive online tools provide improved efficiencies, comfort and reduction in energy costs when incorporated with Trane's Intelligent Services and Maintenance Program included in this proposal.
- BACnet IP, ms/tp, Wireless BACnet and LonTalk capability for future expansion and replacement
- Energy saving opportunities with improved access to the building HVAC schedule
- Energy saving opportunities with Area Control and Unoccupied set point control
- Energy saving opportunities by utilizing Optimal Start/Stop scheduling
- Replacement of legacy/obsolete control system with a new Tracer SC+ web-based BACnet control system.

## Proposed Tracer Summit to Trane Tracer SC+ Architecture

- Trane will renew your aging BAS with new technology by using the Trane System Controller (SC+). This will provided a flexible and economical migration path through our proactive approach to address your legacy/aging Building Automation System. The Trane Team shall provide and install a new web-enabled BACnet Native BAS solution to replace/ upgrade existing Trane Tracer Summit System.

Trane is pleased to present a solution to help **Lake County Forest Preserves** reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from **Lake County Forest Preserves** to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Patrick Heneberry  
Account Executive, Trane U.S. Inc.



**Prepared For:**  
Brian Wing—Supervisor of Fleet and Facilities

**Date:**  
May 15, 2023

**Job Name:**  
Lake County Forest Preserves Greenbelt SC+ Upgrade  
Lake County Forest Preserves Greenbelt Pump Replacement

**Proposal Numbers:**  
2608897  
7110082

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**Proposal Expiration Date:**  
30 Days

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## Scope of Work For Tracer SC+ Upgrade:

### Controls systems and equipment

- Provide and install Tracer SC+ web-based BAS System
  - Replace the existing **Obsolete** BMTX BCU controller (Qty. 1) and reprogram with the Tracer SC+
  - Install 1 Tracer SC+ software maintenance plan
  - Supply 2 Trane SC+ device core application licenses
  - Install a Micro SD Card
  - Install one (1) UC210 controller preprogrammed for bypass control
  - Install one (1) metal controller enclosure
  - Install one (1) BACnet terminator
  - Install 1 Ion adapter
  - Supply a Tracer Ensemble License and connect Greenbelt to the hosted Ensemble server
  - Update the database in the existing Tracer SC and upgrade the hardware to the Tracer SC+
  - Update the Hosted Ensemble and integrate the site
- Supply one (1) copy of Tracer TU
- Set-up initial Reports, Trends, Critical Alarms and Event Schedules
- Setup Password for different Access Levels
- Provide and set-up Standard Tracer SC Graphics. 3D floor plan drawings showing VAV locations, UV locations, space temperature sensor readings and approximate equipment locations.
  - Electric AutoCAD or PDF floor plans must be provided to Trane for drawing recreation. Mechanical HVAC drawings must be available for Trane Technician to map space temperature points and HVAC equipment locations. Please provide upon acceptance.*
- Free** Trane Tracer SC+ Operator Training Class at Chicago Willowbrook Location (to be scheduled)
- Free** On-Site End User Training.
- Set-up and configuration for remote diagnostics and analytics with Alarm Notification. With owner provided access.
- All work to be performed during normal business hours (7:00am to 4:00pm, M-F, non-holidays)
- All equipment has a 1 year parts and labor warranty from completion (not to exceed 18 months from shipment) unless otherwise noted
- Lake County Forest Preserves** will have access to Trane Chicago's Command Center/Energy Center for Remote BAS Support



## Scope of Work For Pump Replacement:

- Mobilize, drain, demo, and remove old pumps
- Supply and install 3 new Taco pumps with specialties
- Supply and install a new expansion tank
- Supply and install 3 new suction diffusers
- Supply and install 3 new multipurpose valve flexes
- Grout the pumps and rework the piping for the new pump set up, hangers, and trim pumps.
- Fill the system with glycol and break tank
- Clean up and demobilize
- Provide the customer with complete reports and written documentation





### **Controls systems services included**

- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training
- All work will be completed by Trane Chicago. Trane will handle any necessary subcontractor coordination.
- Trane can coordinate and complete all jobs while the building in use. Trane will jointly plan these projects with the Consumer's Credit Union facilities staff once work starts so that the office environment is not disrupted.

### **Owner Furnished Items**

- Network Drops and IP addresses
- If owner elects not to use the Trane provided server then please provide a virtual server with MS Server 2012 and a copy of SQL.
- All PCs that will interface system require one of the following web browsers
  - Google Chrome
  - Fire Fox
  - IE 10 or greater.

### **Controls systems services not included**

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- Repair or replacement of any equipment being controlled



### Proposal Notes/ Clarifications

- ***Due to the age and condition of the end devices around the building Trane is not responsible for any failure of these components. If failures occur, they will be quoted in addition to this proposal.***
  - *Trane can still communicate with these devices and they can be replaced wirelessly as they fail.*
  - *Depending on the location of a device/sensor and future goals of the site wireless communication can be provided but a Wireless Coordinator may be necessary depending on the location.*
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Pricing includes above mentioned items only. Customer will be alerted to any additional work/components necessary beyond above scope for approval prior to correcting.
- Documented Point to Point and/or LEED Commissioning Assistance
- Premium Time Labor
- Any network connectivity issues for the site.
- Repair or replacement of any additional equipment being controlled that is found to be defective
- Air and/ or Water Testing and Balancing.
- PC Workstation(s), Laptop(s)
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- If any additional components are determined to be replaced they will be quoted above and beyond this proposal.
- Premium time labor has not been included in this project. If premium time is requested by the customer, then the difference between Regular Time and Premium Time will be invoiced in addition to the above price.
- Any additional issues due to age or condition of the system will be quoted under a separate proposal.
- This proposal does not include any work above or beyond the above mentioned scope.
- This proposal is valid for 60 days from May 15, 2023.



# Pricing and Acceptance

Lake County Forest Preserves—Greenbelt Cultural Center  
1215 Green Bay Road  
North Chicago, IL 60064

## Controls Upgrade Price

Proposed Base Investment for Lake County Forest Preserves..... \$75,647.00

## Pump Replacement Price

Proposed Base Investment for Lake County Forest Preserves..... \$97,184.00  
Add for VFD's..... \$12,136.00  
Project Price..... \$109,320.00

Combined Project Price for Controls Upgrade and Pump Replacement..... \$184,967.00

## Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

### Patrick Heneberry

Account Executive  
Upper Midwest/Trane Chicago  
Trane Commercial HVAC North America

7100 S. Madison Street  
Willowbrook, IL 60527

Tel: 630-734-6149  
Fax: 630-323-7480  
Cell: 630-930-2551

Trane Technologies  
E-mail: [patrick.heneberry@trane.com](mailto:patrick.heneberry@trane.com)  
[www.tranetechnologies.com](http://www.tranetechnologies.com)



TRANE  
TECHNOLOGIES



**ACCEPTANCE**

**This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).**

**We value the confidence you have placed in Trane and look forward to working with you.**

Submitted By: Patrick Heneberry	Cell: (630) 930-2551 Office: (630) 734-6149 Proposal Date: May 15, 2023
<b>CUSTOMER ACCEPTANCE</b> Lake County Forest Preserves	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



#### TERMS AND CONDITIONS – QUOTED SERVICE

**“Company” shall mean Trane U.S. Inc..**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin,



Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability.** **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE,**



TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**15. CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**18. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.



**21. U.S. Government Contracts.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)  
Supersedes 1-10.48 (0720)



June 24, 2022

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

Racine County, Wisconsin public notice was published within said newspaper in the Public Notice Section of the on the following dates:

6/15/2022

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Anthony Pacini

On this the 24th day of June, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.



Camika Winter  
State of Florida  
County of Pinellas

**CAMIKA C WINTER**  
Notary Public, State of Florida  
My Comm. Expires Apr. 16, 2026  
No. HH 233170

# Serena to play at Wimbledon after yearlong tennis hiatus

Nancy Armour  
USA TODAY

We have not seen the last of Serena Williams. Wimbledon said on Tuesday it has awarded the 23-time major champion a wild card for this year's tournament, and the Lawn Tennis Association said she will play doubles with world No. 4 Ons Jabeur at the Eastbourne International next week.

The announcements followed Williams' Instagram post in which she teased that she would play Wimbledon, ending a yearlong absence from tennis. "SW and SW9. It's a date. 2022. See you there," Williams wrote in the caption of the photo, which showed her wearing all-white shoes with her tennis bag in the background.

SW9 is the postal code for Wimbledon. Williams also tagged Wimbledon and Eastbourne, a tournament that is traditionally a warm-up for Wimbledon, in the photo.

Williams hasn't played since withdrawing in the

first round of last year's Wimbledon after slipping and injuring her ankle. With few updates about her health, and with longtime coach Patrick Mouratoglou now working with Simona Halep, some had suggested the 40-year-old would quietly retire.

But Williams clearly has other plans. Doubles play at Eastbourne begins Monday, though the LTA said Williams and Jabeur likely won't play before Tuesday. Wimbledon begins June 27.

"I am excited to return to the Rothesay International tournament in England and to be back on the grass — a surface that has been so good to me throughout my career," Williams said in the statement announcing her wild card for Eastbourne.

"Eastbourne has a unique charm that you don't see anywhere else on Tour and I'm looking forward to playing in front of the fans again."

Williams has won Wimbledon seven times, most recently in 2016. She reached the final in 2018 and 2019.

Williams' 23 Grand Slam titles are one shy of Margaret Court's record.



Serena Williams has won the singles title seven times at Wimbledon. (PETER VAN DEN BERG/USA TODAY SPORTS)

# Finally, a Stanley Cup Final worth watching



Michael Arace  
The Columbus (Ohio) Dispatch  
USA TODAY Network

The Tampa Bay Lightning and Colorado Avalanche are playing for the Stanley Cup starting on Wednesday, and it will be a singular Final series. Indeed, never before have two teams with singular nicknames met with hockey's highest piece of hardware on the line. And they're both forces of nature. Are the Minnesota Wild a force of nature? Or the Seattle Kraken?

One could argue this singular matchup is the most compelling Final in more than a decade, or since the Pittsburgh Penguins-Detroit Red Wings clashes in 2008 and '09. I would argue that.

The Penguins of 2016 and '17 and the Red Wings of 1997 and '98 are the last two teams to win back-to-back titles. They flared with dynasties. But like the Chicago Blackhawks and the Los Angeles Kings of the era, they didn't quite get there.

The 1980s New York Islanders won four Cups in a row. The 1970s Montreal Canadiens won four in a row and six in nine years. The 1980s Edmonton Oilers won four in five years and five in seven. It used to be a thing. Now, in a post-expansion age, the NHL is a much different league with a salary cap, an effective players union, parity and so forth. Dynasties may be a thing of the past.

Or maybe the Lightning, who can become the first team in 40 years to win three Cups in a row, will be the last. All the Lightning have to do is get through the best in the league.

The Avalanche are awesome. They're the highest-scoring team in the playoffs with 4.64 goals per game. The Aves are wicked fast, and they're also big enough to grind. Coming off a sweep of the McDavid in the Western Conference final, they're also the fresher team.

Their deep corps of forwards is led by superstar center Nathan MacKinnon, who has been on a mission since the Aves were eliminated in the second round last year. Their captain, Gabriel Landeskog, is a boss. Their talented defense is



Avalanche forward Nathan MacKinnon's playoff hat trick was capped by a spectacular end-to-end rush. (STEPHEN BRASHEAR/AP)

led by Cale Makar, who is drawing comparisons to Bobby Orr. And rightly so.

They believe it is their time. They look a lot like the 1984 Oilers, the team that ended the Islanders' four-year reign and established their own dynasty. (Or, do they look a lot like the 1993 Oilers, who were swept by the Isles?)

As for the Lightning, they understand they're on the other side of their peak. They've played 65 playoff games, more than any other team, over the past three years. How much do they have left in the tank?

The Bolts are also aware that there is a "dynasty" tag to be gotten here. Three in a row — nobody does that anymore. They have 16 players on their roster who've won at least one Stanley Cup and 13 who wore Lightning-blue when they won it all last year.

They have matured to a point where they seem impossible to eliminate. They looked beatable in the first and third rounds and came back to win both series. Their motto is "defend to the end."

Tampa Bay captain Steven Stamkos is playing like he still feels underrated. In the deciding Game 6 against the New York Rangers, Stamkos: beat all-world goalie Igor Shesterkin from distance, sat in the penalty box and watched the Rangers tie the score with a power-play goal, came out of the box and scored the game-winner. That is a star with a sense of the moment.

This series is tough to call. If you think speed will prevail, go with the Aves. They're in another warp class than the Toronto Maple Leafs and



Lightning goaltender Andrei Vasilevsky is 12-5 with a 2.27 goals against average and .928 save percentage. (CHRIS O'NEARA/AP)

the Rangers (and on par with the Florida Panthers).

These Aves are vastly superior to the 2020 Dallas Stars and the 2021 Canadiens, the teams the Lightning beat to win their last two Stanley Cups. These Aves also have home-ice advantage.

Yet I'm having a difficult time picking them. An injury could tilt the scale one way or another. Right now, it looks like Mr. Clutch Brayden Point will return to play for Tampa Bay in the Final, while Nazem Kadri — a critical piece for Colorado — and Andrew Cogliano remain questionable. Advantage, Bolts.

As for intangibles: Just as Stamkos is motivated for a showdown against MacKinnon, so is defenseman Victor Hedman looking forward to sharing ice with "Bobby Orr" Makar — the current favorite to win the Conn Smythe. And then there is Lightning goalie Andrei Vasilevsky, the greatest net-minder of his generation. He has won 11 consecutive playoff series with a 2.11 goals-against average and a .930 save percentage. His performances in closeout games are the stuff of legend.

During this postseason, the Aves have picked apart David Rittich, Connor Ingram, Jordan Binnington, Ville Husso and Mike Smith. Which is to say they have yet to see anything close to Vasilevsky.

Any vacillation about picking a winner in what will be a hotly contested battle of titanic teams ends with a Vasilevsky.

Lightning in six.

## PREDICTIONS FOR WHO WILL BE NEXT CHAMPION

Tampa Bay Lightning captain Steven Stamkos thought his team would face the Colorado Avalanche at some point during their three consecutive runs to the Stanley Cup Final.

The Avalanche broke through this season after several early exits, and they're looking forward to facing the Lightning. "To be the best, you've got to beat the best, and these guys are defending back-to-back Stanley Cup champions, so we're excited," Colorado captain Gabriel Landeskog said.

This is a matchup of two of the top skilled teams in the league. Though the Lightning have the edge in net with Andrei Vasilevsky, each team has a Norris Trophy finalist, high-scoring lines and plenty of depth.

USA TODAY Sports' NHL staffers predict who will win the Stanley Cup:

**Mike Brehm:** Avalanche in 7. Everything is telling me to pick the Lightning, especially with Vasilevsky in net. But I had chosen the Avalanche before the playoffs and had Cale Makar winning the Conn Smythe Trophy. I believe he can be the difference in a hard-fought series.

**Jace Evans:** Lightning in 6. I picked Tampa Bay over Colorado before the season started so I feel compelled to stick with that pick now that they're facing off for the Stanley Cup with history on the line. The Avalanche are a fantastic team and have been knocking on the door for a while, but the Bolts have a decisive edge in net that will prove to be the difference in them securing the threepeat.

**Mary Clarke, For The Win:** Lightning in 6. The Lightning are a well-oiled machine and are poised to win their third Stanley Cup in a row, cementing them as one of the greatest NHL dynasties of all time. When rolling, this Tampa team is a hard one to stop, though the Avalanche will certainly give it their all to stop them with their own brand of electric hockey. In the end, however, this Lightning team — backed by the best goaltender of our age, Vasilevsky — will win out in a close, exciting series.

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**HVAC Production, Installation, Labor Based Solutions, and Related Products and Services**

RFQ No. RC22-1001

In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation document available at:

<https://www.wisconsin.gov/e-procurement/procurement/>

**Virtual Pre-Bid Meeting:**

Wednesday, June 22, 2022, 10:00 am local time.

Contact Duane McKinney to obtain details in informal on:

**BID DUE DATE:**

JULY 21, 2022, 9:00 AM local time.

**CONTACT:**

Duane McKinney, Racine County Purchasing Manager,  
262-805-3700 or [Duane.McKinney@racinecounty.com](mailto:Duane.McKinney@racinecounty.com).

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Racine County

Response Due: Thursday, July 21, 2022, 1:00 PM (CST)

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## Purchasing RFPs and Bids

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The Finance Department-Purchasing Division serves as the principal value saver and negotiator for the procurement of most goods, services and equipment obtained for Racine County departments. In addition, the Purchasing Division writes, edits and evaluates bid specifications; sets up demonstrations for County staff to meet vendors and evaluate products; and reinforces the concept of centralized practices and procedures for making purchases and disposing of surplus items in accordance with the [Racine County's Procurement Ordinance, Chapter 7, Article VIII - Purchases and Contracts](#). General [Terms and Conditions](#) shall apply to all purchases by or on behalf of Racine County.

Racine County is using DemandStar to distribute automatic solicitation notifications, addendums, award recommendations, etc. to all interested firms. This is an automated notification service that will send new opportunities directly to you once your online account has been activated. This service is part of an effort to improve communication with suppliers, streamline and reduce administrative costs. DemandStar is an independent entity and is not an agent or representative of Racine County.

We ask that all vendors register with DemandStar, so that your company is automatically notified of our solicitations in order to access the website where documents are available to download. To register your company, please go to [www.demandstar.com/registration](http://www.demandstar.com/registration). On the registration form, enter the required information and be sure to select Racine County as your Free Agency Registration. Although this service is not a mandatory requirement in bidding with Racine County, it is the only way to be notified automatically of solicitations.

We will continue to post solicitation notices in the local newspaper, "The Racine Journal Times" and post open and active solicitations below. For any questions about solicitations, please contact; Duane McKinney, Purchasing Manager at 262-636-3700 or e-mail at [duane.mckinney@racinecounty.com](mailto:duane.mckinney@racinecounty.com).

Here is a direct link to Racine County's DemandStar page:

<https://www.demandstar.com/app/agencies/wisconsin/racine-county/procurement-opportunities/34fdc694-9d20-40d6-9ac9-84e50b0c192d/>

Click on the following instructions to learn how to register, search for bids, and submit electronic bids:

- [How to Register in DemandStar](#)
- [How to Search for Bids in DemandStar](#)
- [How to Respond to an Electronic Bid in DemandStar](#)

Free viewers are required for some of the attached documents. They can be downloaded by clicking on the icons below.



(All Departments)

(All Years)

RFP NUMBER	TITLE	STARTING	CLOSING	STATUS
RC2022-1001	<a href="#">HVAC Products, Installation, Labor Based Solutions, and Related Products and Services for Racine County and other municipal governments and local public agencies NEW!</a>	06/15/2022 7:00 AM	07/21/2022 1:00 PM	Open
PW2022-10	<a href="#">Construction Services for North Breakwater Repairs at Racine Harbor NEW!</a>	06/06/2022 12:00 PM	07/13/2022 10:00 AM	Open
SRCCCY	<a href="#">Racine County YDCC Project - Youth Development and Care Center</a>	08/27/2020 8:00 AM		Open

#### Links

- RFPs & Bids
- County Board
- GIS & Maps
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