

# JEFFERSON COUNTY, WISCONSIN



## REQUEST FOR PROPOSAL RFP 2019-4 JAIL WINDOW REPLACEMENT

CONTACT INFORMATION	
<b>BUYER</b>	Jefferson County c/o Larry Meyer
<b>E-MAIL CONTACT</b>	<a href="mailto:larrym@jeffersoncountywi.gov">larrym@jeffersoncountywi.gov</a>
<b>MAILING ADDRESS</b>	311 S Center Ave, Room 111 Jefferson, WI 53549

SCHEDULE OF EVENTS	
The following dates are provided for your information and planning purposes. Although every effort will be made to follow this schedule, we reserve the right to modify the dates as necessary.	
RFP Released	October 28, 2019
Pre-proposal conference (required for proposal submission)	Wednesday, November 6, 10:00 AM Jefferson County Sheriff Department 411 S. Main Jefferson, WI 53549
Questions from Proposers Due	Wednesday, November 13, 4:30 PM
Responses to Questions Due to Proposers	Wednesday, November 20, 12:00 PM
Proposals Due	311 S Center Ave., Room 111 Jefferson, WI 53549 Tuesday, November 26, 2019 at 2:00 p.m.

Bid Proposal Opening	Tuesday, November 26, 3:00 PM, Room 112
Building and Grounds Committee Approval	December 4
Board of Supervisors Approval	December 10
Commencement Date	To be determined

## REQUEST FOR PROPOSAL

### PREPARATION, SUBMISSION, PROCESS AND AWARD

#### **A. Communication:**

This RFP is issued on behalf of Jefferson County by the Central Services Department. The buyer assigned to this RFP, along with contact information, is noted on Page 1. The buyer is the sole point during this process and no information provided by any personnel will be considered binding.

The County prohibits communication initiated by the respondent to any other County official, employee or representative evaluating or considering the proposals, prior to the time an award has been made.

All respondents shall use this written document, its attachments and any amendments as the sole basis for responding.

#### **B. Access to County Building:**

Controlled access screening is mandatory for all vendors seeking access to the Courthouse. Vendors who will be visiting are to enter and exit the facilities through the main Courthouse public entrance 311 S Center Avenue. Screening will take place in the lobby of the Courthouse. Allow sufficient time to get through the screening process if you are hand delivering your proposal response.

#### **C. Clarifications/Amendments:**

If you discover any significant ambiguity, error, omission or other deficiency in the RFP, immediately notify the Buyer in writing. All other questions, clarifications or exceptions regarding the RFP document must be raised prior to the submission of the proposal. We encourage you to submit preliminary questions prior to the pre-proposal conference. Please note the due dates and times noted on page 1 for both the preliminary and final questions. All questions must be submitted to the buyer/Jefferson County in writing, via fax or email, with the RFP Number and description clearly identified.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Jefferson County website: <http://www.jeffersoncountyywi.gov/rfp>, in accordance with the schedule on Page 1. It is the responsibility of prospective vendors to check the website for any amendments prior to the opening date. All amendments must be acknowledged on the RFP signature page in the area provided. **Failure to do so may result in your response being rejected.**

#### **D. Contents of Proposal:**

All attachments, additional pages, addenda or explanations supplied by the vendor with their proposal will be considered as part of the proposal response.

#### **E. Nonconforming Terms and Conditions:**

A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document are **subject to rejection as nonresponsive**. Jefferson County reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

#### **F. Amendment/Withdrawal of Proposals by Vendor:**

After receipt by the Central Services Department, vendor proposals may only be amended by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the bid proposal due date unless authorized by the buyer/Jefferson County.

Proposals may be withdrawn only in total, and only by a written request to the buyer/Jefferson County prior to the time and date scheduled for opening of proposals.

## PROPOSAL FORMAT & SUBMISSION

### **A. Tentative Project Timeline**

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

Issuance of RFP	October 28, 2019
Required pre-proposal conference - Sheriff Department Lobby Entrance	November 6, 10:00 AM
Questions on RFP due from Vendors	November 13, 4:30 PM
Responses to questions provided to Vendors	November 20, 12:00 PM
Proposal responses due from vendors	November 26, 2:00 PM
Proposal opening	November 26, 3:00 PM
Review proposal selections with Building and Grounds Committee	December 4
Award of contract pending County board approval	December 10
Send out Intent to Award/Thank You letters	December 11
Contract start date	TBD between County and Vendor

### **B. RFP Questions**

All questions related to this RFP must be in writing and received by the Jefferson County Central Services Department Attention: Larry Meyer no later than 4:30 p.m. CST, November 13, 2019 via e-mail to [larrym@jeffersoncountywi.gov](mailto:larrym@jeffersoncountywi.gov). Clearly mark the e-mail: "Questions for RFP-Jail Window Replacement." **Mailed, phone call and faxed questions will not be accepted.**

Answers to all written questions will be published in the form of an addendum and posted on the Jefferson County website at: (<http://www.jeffersoncountywi.gov/rfp>). It is the responsibility of all interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 674-7142.

### **C. Proposal Submission Requirements:**

Proposal documents must be submitted in hard copy. Any deviation from these requirements may result in the proposal being considered non-responsive, and could eliminate the vendor from further consideration. The proposal shall be prepared with a straight forward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

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 concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

All proposals must be typed on standard 8 1/2" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) separating each section. Respondent shall be required to mail one (1) original and five (5) copies of the proposal document in a sealed package, box or envelope to arrive no later than 2:00 P.M. CST on November 26, 2019.

Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are also acceptable.

Responses should be identified in the lower left corner as follows:

**PROPOSAL RESPONSE, RFP # 2019-4 CS Jail Window Replacement**

**D. Mailing Address:**

All hard copy submissions are to be mailed to:

Jefferson County  
c/o Larry Meyer  
Administration Department, Room 111  
311 S Center Avenue  
Jefferson, WI 53549

**E. Hand Delivery:**

If you are delivering your response in person, you must enter through the main courthouse entrance, 311 S Center Avenue, and deliver it to the Administration Department receptionist in Room 111 of the Administration Department to be time stamped no later than 2:00 p.m. on November 26, 2019.

**F. Response Receipt/Opening:**

**Responses received after the due date and time will be rejected.**

Proposals will be opened and the name of the respondents read; however, detail of each proposal, including proposed fees will not be announced at the time of opening. Such information shall be made public an award has been made and all negotiations are completed.

All proposals received in response to this request will become the property of the County and will not be returned to the respondents.

**G. Interviews:**

Interviews may be required of selected finalists at the respondent's expense. However, an award may be made without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

If an interview is required, the selected finalists will be notified of the date and time of the interview process. Vendors not selected will also be notified.

Proposers not selected will be notified that their proposal will no longer be considered unless the evaluation committee finds, after the completion of interviews, that additional proposers should be interviewed.

**H. Financial Verification**

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e.; Wisconsin Circuit Court Access, UCC) prior to contract award. Jefferson 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.

**I. Evaluation and Award:**

Proposals will be evaluated in accordance with the criteria listed below. Award will be made to the responsive, responsible Contractor who complies with the requirements and scores the highest total on the evaluation criteria as it pertains to the overall needs of Jefferson County.

Experience of company in performing similar work	40%
Quality and completeness of Proposal including methods used to produce deliverables and adequacy in responding to the scope of services as defined in RFP	30%
Cost	30%

**J. Other Considerations:**

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

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

The County prohibits communication initiated by the respondent to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

Interested vendors must inform the County Administrator, prior to proposal submission deadline, if they have any pre-existing business relationship(s) with the County related to this project that may conflict with a potential contract award.

Jefferson County reserves the right to accept or reject any or all proposals and to waive any informality in proposals Jefferson County determines that doing so is in the best interests of Jefferson County. 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 intention of Jefferson County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Jefferson County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Jefferson County shall not be held liable for any claims arising from disclosure it determines is required under the Wisconsin Open Records Law.

Taxes: Jefferson County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

This contract shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sexual orientation as defined in s.111.32 (13m), WI Stats, national origin, or any other class protected under federal, state or local law.

Jefferson County is an Equal Opportunity Employer.

The chosen vendor will be required to provide a certificate of insurance at an amount to be determined by the County.

**K. Reservations:**

This RFP does not commit the County to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Central Services Department reserves the right to accept or reject any or all proposals received as a result of this request, request additional information, waive minor irregularities in the procedure, negotiate with any qualified source, or to cancel this RFP in part or in its entirety.

**L. Non-Interest of County Employees and Officials:**

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

**M. RFP Tabulations:**

RFP tabulations are available to the public after contract execution, approximately 60-90 days from the date of the opening. RFP Tabulations can be found at the Jefferson County website <http://www.jeffersoncountywi.gov/rfp>. If you are unable to access the internet, you may contact 920-674-7101 for a hard copy. Copies are 15 cents per page plus postage costs if applicable.

**N. Pre-proposal Conference:**

Attendance of the pre-proposal conference on the specified date is mandatory. Failure to participate in the pre-proposal conference may disqualify a vendor from proposing on this project.

**O. Jefferson County Jail Facility**

Access to the facility will be allowed between the hours of 7:00 am to 10:00 pm.

In order to facilitate inmate movement, a proposed schedule of areas completed by day will be provided to Jefferson County prior to commencing any work.

In order to prevent the entry of contraband into the jail, whether intended or unintended, Jefferson County reserves the right to a daily tool accountability check and inventory at the end of each business day.

For the protection and security of jail staff and other inmates, each unit must be secured prior to leaving the facility. Jefferson County will inspect the work area to ensure that the unit is secured and that there are no items left in the secured area.

No weapons of any kind, controlled substances, alcohol, tobacco, vaping equipment, or other contraband are allowed inside the jail. All workers are subject to search upon entry of the facility.

All workers proposed under this project are subject to criminal background checks. Jefferson County has the right to refuse entry to any worker based on the results of a background check. The proposer will provide a list of workers in its proposal, and the following information:

First name

Last name

Gender

Race

Date of Birth

## **Attachment A**

*(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract.  
There is no need to sign or mail it back.)*

### **Contract Insurance Requirements**

#### **Jefferson County RFP for Jail Window Replacement**

##### **Hold Harmless**

Vendor hereby agrees to release, indemnify, defend and hold harmless Jefferson County, their 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. Jefferson 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.

##### **Insurance Requirements**

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

- (1) Worker's Compensation Insurance and Employers Liability.**  
State Statutory workers' compensation Limits  
Employer Liability, \$500,000 each accident.
- (2) Comprehensive General Liability (Occurrence Form).**

  - Products and Completed Operations
  - Personal Injury and Advertising Liability
  - Independent Contractors/Protective

Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate
- (3) Business Automobile Liability.** Business Automobile Liability covering all owned, hired, and non-owned vehicles.

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage.
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- (4) Excess/Umbrella Liability.**

Limit of Insurance	\$1,000,000 per occurrence
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**Additional Insured**

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

**Adjustments to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

**Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

**Waiver of Subrogation**

Insurers shall waive all subrogation rights against Jefferson County on all policies required under this requirement.

**Cancellation Notice**

Jefferson County will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage.

**Proof of Insurance**

A valid Certificate of Insurance shall be issued to "Jefferson County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

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 and listing **Jefferson County** as the additional insured.

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

Jefferson County  
Finance Department  
311 S Center Ave-Room 109  
Jefferson, WI 53549

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

*\*\*\* Jefferson County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract. \*\*\**

## **Attachment B**

*(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)*

# **JEFFERSON COUNTY PROFESSIONAL SERVICES STANDARD CONTRACT TEMPLATE**

**Purchase/Service Description:** Jail Window Replacement

**Time of Performance:** \_\_\_\_\_

**Total Amount of Contract:** Not to exceed \$ \_\_\_\_\_

**Performance, schedules and invoices will be approved by:** Jefferson County Sheriff Department, 411 S Main Street, Jefferson, WI 53549

This Jefferson County Professional Services Standard Contract ("Contract") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (the "CONTRACTOR"), and Jefferson County, a body corporate organized under the Laws of Wisconsin (the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

### **WITNESSETH:**

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and

WHEREAS, relying upon the CONTRACTOR'S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract. Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing to commence the Performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

#### **1. REQUIREMENTS:**

The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:

- A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;
- B. that the CONTRACTOR is required to comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services under this Contract; and

- C. that the CONTRACTOR is required to comply with time schedules and payment terms.

The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill all obligations described in the COUNTY'S \_\_\_\_\_ (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted.

2. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

**Payment**  
**Schedule**

**Net 30 days from receipt of a properly completed invoice to be mailed or emailed directly to:**

**Mail Address:** Jefferson County Sheriff Department, 411 S Main Street, Jefferson, WI 53549

**Email Address:** jeffp@jeffersoncountywi.gov

3.  
**REPORTS:**

- A. The CONTRACTOR agrees to timely submit reports as may be required by the COUNTY in its sole discretion.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

4. **TIME OF PERFORMANCE:**

The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.

**5. CONDITIONS OF PERFORMANCE AND COMPENSATION:**

- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under “Total Amount of Contract,” inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 of this Contract under “Specific Conditions of Payment.” Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 22 of this Contract.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of his subcontractors and/or persons either directly or indirectly employed by him, as he is for the acts and omissions of persons directly employed by him.

**6. INDEMNIFICATION AND DEFENSE OF SUITS:**

The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the 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 CONTRACTOR, its officers, officials, employees, agents or assigns. The 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.

**7. REGULATIONS:**

CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

**8. SAFETY REQUIREMENTS:**

All material, equipment and supplies provided to the COUNTY must comply with all safety requirements as set forth by, among other provisions, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

**9. VENUE AND APPLICABLE LAW:**

Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Jefferson County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

**10. TERMINATION OF CONTRACT FOR CAUSE:**

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this

Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as provided for in Section 25 of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by the CONTRACTOR, and the COUNTY may withhold any payments due the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined and recovered.

**11. CHANGES:**

All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.

**12. WAIVER:**

One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

**13. PERSONNEL:**

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**14. ASSIGNMENT:**

The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices, as provided for in Section 25 of this Contract, of any such assignment or transfer shall be furnished promptly to the COUNTY.

**15. RECORDS:**

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized by Jefferson County Corporation Counsel.

- B. **Documentation of Cost** - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

**16. AUDITS AND INSPECTIONS:**

In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which are deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

**17. NON-DISCLOSURE:**

For the purposes of this Contract, the parties agree to the following definitions.

Discloser: The term "Discloser" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

Recipient: The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

Sensitive and/or Confidential Information: The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;

- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Identity of inmates;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high;

Whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:

- Applications for services
- Account numbers or balances
- Payment histories
- Identity of customers
- Social Security numbers
- Credit reports or histories
- Any other financial information regarding Jefferson County or its customers
- The terms of this Contract
- HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

- A. **Acknowledgment of Confidential Relationship** – The County is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Admin. Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.
- B. **Use and Disclosure of Sensitive and/or Confidential Information.** The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in

its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

- C. **Title remains with the COUNTY.** All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.
- D. **Indemnification by the CONTRACTOR.** The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify the COUNTY and hold the COUNTY harmless from all losses; expenses, including reasonable attorney's fees; or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage will immediately occur to the COUNTY and the CONTRACTOR will indemnify the COUNTY from all losses, liabilities, and expenses, including reasonable attorney's fees, incurred by the COUNTY as a result thereof.
- E. **Duty of Inquire.** If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:  
Corporation Counsel  
(920) 674-7136

For CONTRACTOR inquire to:

- F. **Duty to Safeguard.** Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

**18. CONFLICT OF INTEREST:**

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.



- B. **Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If the CONTRACTOR is aware or becomes aware that any person described in Sections 20, A. and B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

**19. DISCRIMINATION PROHIBITED:**

- A. The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**20. INSURANCE:**

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name Jefferson County, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 25 of this Contract, of any change, cancellation or non-renewal during the term of this Contract.
- C. The CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

**21. FORCE MAJEURE:**

- A. If the performance of any part of this Contract by the CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the CONTRACTOR shall immediately give notice, as provided for in Section 25 of this Contract, to the COUNTY of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, the COUNTY may, by giving written notice as provided for in Section 25 of this Contract, terminate this Contract.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY

shall immediately give notice, as provided for in Section 25 of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

**22. OTHER PROVISIONS:**

A. **Publicity Releases** – The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.

B. **Appropriation of Funds** – This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.

C. **Severability** – In the event that any of the provisions of this Contract are deemed invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provisions were not contained herein.

D. **Independent Contractor Status** - This Contract does not in any way create the relationship of joint venture, partnership, principal, or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

**23. NOTICES:**

Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

And to the COUNTY at:  
Jefferson County Sheriff Department  
411 S Main Street, Jefferson, WI 53549

**All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.**

<p><b>JEFFERSON COUNTY SHERIFF</b></p> <p>Jeffery A. Parker, Chief Deputy Sheriff</p> <p>Signature: _____</p> <p>Date: _____</p> <p><b>JEFFERSON COUNTY CORPORATION COUNSEL</b></p> <p>Blair Ward, Corporation Counsel</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>PROVIDER (To be signed by the person authorized to legally bind your firm to this Contract.)</p> <p>Firm: _____</p> <p>Address: _____</p> <p>City/State: _____</p> <p>Zip Code: _____</p> <p>Printed Name: _____</p> <p>Signed Name: _____ (Required)</p> <p>Title: _____</p>
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<p><b>JEFFERSON COUNTY ADMINISTRATION</b></p> <p>Benjamin Wehmeier, County Administrator</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Date: _____</p> <p><b>Distribution:</b></p> <p>Original – Purchasing</p> <p>Copy – Provider(s)</p> <p>Copy – Responsible Department(s)</p>
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**Attachment C**  
**Specifications**

Supply and install windows in County Jail pods. Material is 3 pane laminated Glass - ¼" pane + Solarcool Grey laminate – .030 interlayer – + ¼" pane + clear laminate – .030 interlayer + ¼" pane.

A- POD (9)

36 ½ X 53 ½ QTY 6

34 ½ X 53 ½ QTY 2

26 X 53 ½ QTY 1

B-POD (8)

37X 50 ½ X4 SHOWER

37 X 53 ½ QTY 2

37 X 25 ½ QTY 1

37 X 28 QTY 1

C-POD (8)

37 X 67 QTY 4

37 X 62 QTY 3

28 X 62 QTY 1

POD (12)

DOOR 20 X 32 QTY 1

57 ½ X 68 QTY 1

57 ½ X 52 QTY 3

57 ½ X 41 QTY 2

57 ½ X 52 ½ QTY 1

57 ½ X 61 QTY 2

57 ½ X 67 ½ QTY 1

42 ½ X 48 QTY 1

D-POD (8)

49 X 37 QTY 6

21 ½ X 37 QTY 1

19 X 28 QTY 1

E-POD (8)

HALLWAY DOOR 20 X 32 ½ QTY 1

39 ½ X 36 ½ QTY 6

39 ½ X 28 QTY 1  
F-POD (8)  
49 ½ X 37 QTY 6  
37 X 21 QTY 1  
49 X 28 QTY 1  
G-POD (8)  
55 X 37 QTY 6  
35 X 27 QTY 1  
55 X 28 QTY 1  
H-POD (16)  
37 X 37 QTY 8  
37 X 54 ½ QTY 6  
28 X 54 ½ QTY 1