



# JEFFERSON COUNTY

## OFFICE OF THE COUNTY ADMINISTRATOR

311 S. Center Avenue, Room 2032  
 Jefferson, WI 53549  
[www.jeffersoncountywi.gov](http://www.jeffersoncountywi.gov)

Phone: (920) 674-7101  
 Fax: (920) 675-0068

## Request for Proposal

### RFP #: 2024-11201-01 Energy Audit

CONTACT INFORMATION	
<b>POINT OF CONTACT</b>	Ryan Hayes
<b>E-MAIL</b>	<a href="mailto:rhayes@jeffersoncountywi.gov">rhayes@jeffersoncountywi.gov</a>
<b>PHONE</b>	(920) 674-7198
<b>MAILING ADDRESS</b>	311 S Center Ave 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	August 28, 2024
Questions Due	September 11, 2024
Responses to Questions	September 18, 2024
Proposals Due	September 27, 2024 – 5:00 p.m. By e-mail to <a href="mailto:rhayes@jeffersoncountywi.gov">rhayes@jeffersoncountywi.gov</a>
Proposal Review/Interview Process	September 27, 2024 through October 1, 2024
Building and Grounds Committee Approval	October 7, 2024
Board of Supervisors Approval	October 8, 2024
Commencement Date	To Be Determined

## PREPARATION, SUBMISSION, PROCESS AND AWARD

### **A. Communication:**

This RFP is issued on behalf of Jefferson County by the Central Services Department. The point of contact assigned to this RFP, along with contact information, is noted on Page 1. The identified point of contact 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 response.

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

If you discover any significant ambiguity, error, omission or other deficiency in the RFP, immediately notify the point of contact in writing. All other questions, clarifications or exceptions regarding the RFP document must be raised prior to the submission of the proposal. Please note the due dates and times noted on page 1 for questions. All questions must be submitted to the point of contact writing, via 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.jeffersoncountywi.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 proposal due date.

### **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. Contract Documents:**

The successful vendor will be required to execute a contract in accordance with the terms set forth in this RFP. All contracts shall include Jefferson County's Standard Terms & Conditions (Exhibit C.)

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 Administration, 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 proposal due date unless authorized by Jefferson County.

Proposals may be withdrawn only in total, and only by a written request to the point of contact 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	August 28, 2024
Questions on RFP due from Vendors	September 11, 2024
Proposal Due	September 27, 2024 – 5:00 p.m.
Proposal Review	September 27 - October 1, 2024
Review proposal selections with Building and Grounds Committee	October 7, 2024
Award of contract pending County Board approval	October 8, 2024
Contract start date	TBD between County and Vendor

### **B. RFP Questions**

All questions related to this RFP must be in writing and received by Jefferson County Central Services Department Attention: Ryan Hayes no later than September 11, 2024 via e-mail to [rhayes@jeffersoncountywi.gov](mailto:rhayes@jeffersoncountywi.gov). Clearly mark the e-mail: “Questions for RFP-Energy Audit.” **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 website can be made to (920) 674-7142.

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

Proposal documents must be submitted via email. 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 straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.

Proposals must include qualifications to do the requested work, fee submittal, and examples of previous experience for similar projects.

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.

### **D. Email Address:**

All submissions are to be emailed to:

Ryan Hayes  
Director of Facilities Management  
Jefferson County Central Services Department  
[rhayes@jeffersoncountywi.gov](mailto:rhayes@jeffersoncountywi.gov)

### **E. Response Receipt/Opening:**

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

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

### **F. 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.

**G. 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 is deemed to be in the best interest of the County.

**H. Evaluation and Award:**

Proposals will be evaluated in accordance with the criteria listed below. Award will be made to a responsive, responsible vendor whose proposal is determined to be the most advantageous to the County in the County's sole discretion, taking into consideration past performance, availability, proposed deliverables, and price.

**I. Other Considerations:**

Factors which include, but are not limited to, time of completion, 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.

Interested vendors must inform the point of contact, 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 if Jefferson County determines that doing so is in its best interest.** 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.

**J. 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 Jefferson County 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.

**K. 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.

## SCOPE OF SERVICES

Jefferson County wishes to receive technical consultant services to assist in identifying potential energy saving opportunities in buildings and provide the technical and financial information (such as upfront costs, ongoing cost, projected energy savings, return on investment) that it would need to evaluate and approve energy efficiency, electrification, and grid interactivity retrofits. A list of Jefferson County facilities will be provided as Appendix A to this RFP. State and Federal Requirements are provided as Appendix B. Standard Terms and Conditions for Jefferson County are provided as Appendix C.

Jefferson County is using the U.S. Department of Energy [Blueprint 2A: Energy Efficiency: Energy Audits and Building Upgrades](#). Any audit or assessment **must meet these minimum requirements:**

- The work to be performed
- A clear statement of what is being assessed and why
- A summary of findings (including a statement of project feasibility)
- Energy saving estimates and supporting calculations
- Project cost estimates
- Any data collected and used in the assessment
- Detailed report containing the deliverables defined in the assessment proposal

The final report that Jefferson County receives shall contain at least the following sections, as applicable, to set up a baseline:

- Executive Summary
- Executive Summary Table
- Investigation Scope and Overview
- Energy Conservation Measures
  - For each opportunity identified, the following information shall be discussed:
    - Measure name and description
    - Existing condition
    - Recommendation
    - Energy savings and economics
    - Contractor-provided implementation costs
    - Implementation strategy
    - Impact on operations
- Renewable opportunities
- Electrification opportunities
- Energy Use Analysis and Benchmarking
- General Facility Information
- Energy Systems Overview
- Supplemental Information, Contractor Quotes and Schedules

The final report will guide Jefferson County toward a greater understanding of existing operation and energy consumption, realistic cost-saving improvements and interior environment enhancements, as well as next steps toward implementation.

Your firm is invited to submit a proposal, in which we request the following information

1. General company information including address, phone number, and contact person.
2. Resumes of key individuals assigned to this project
3. Similar projects completed by the assigned staff. Please include project scope, year completed, and any other relevant information you may wish to include.
4. A capability statement describing your company's ability to provide these services

5. Approximate timeline to complete the services above, including the estimated number of meetings included in your proposal
6. Your approach to providing an energy audit as requested by Jefferson County
7. A description of the deliverables you would provide to Jefferson County, including an outline of the final report
8. A statement attesting your ability to meet the requirements of Blueprint 2A (above) and any applicable federal requirements (included as an appendix to this RFP)
9. A lump sum fee proposal for the services above

We request a digital copy of your proposal be e-mailed to Ryan Hayes, Director of Facilities Management, at [rhayes@jeffersoncountywi.gov](mailto:rhayes@jeffersoncountywi.gov) by September 27, 2024 by 5:00 p.m.

**APPENDIX A: Facilities List**

Note: some of this material is no longer current due to renovation and new construction.

Building	Area (sqft)	Age	Heating	Cooling	Address
Lueder House	5,700	1996	Furnaces	DX	1473 Annex Road
Health & Human Services	39,000	1995	Boilers	DX	1541 Annex Road
Park Maintenance	16,426	2002	Furnace, unit heaters	DX	1555 South Industrial Drive
Hillside House	9,000	1938	Boiler	DX	1571 Annex Road
Sheriff's Annex Facility	12,848	1972	Furnace	DX	2291 Highway N, Fort Atkinson
Courthouse	96,060	1964	Boilers	Large DX	311 S. Center Ave
MIS Facility	3,040	1880	Boiler	Heat pumps	402 S. Center Ave
Sheriff Dept./Jail	57,425	1991	Boilers	Water cooled chillers	411 S. Center Ave
Fair Park Horse Barn	15,600	1998	None	Vent. Only	503 N. Jackson Ave
Fair Park Activity Center	16,800	1976	Furnaces	None	503 N. Jackson Ave
Fair Park Dairy Barn	15,600	1999	Unit Heaters	Vent. Only	503 N. Jackson Ave
Fair Park Maintenance	5,000	1998	Propane gas furnace	None	503 N. Jackson Ave
Workforce Development	24,000	1999	Boiler	DX	864 Collins Rd
Shooting Range	2,4000	1999	Boiler	DX	W 7082 County Rd V, Lake Mills
Highway Shop		2013			1425 S. Wisconsin Drive
Korth County Park – Main Entrance			N/A	N/A	W8390 Korth Lane, Lake Mills
Korth County Park – Elm Point Shelter			N/A	N/A	W8282 Elm Point Rd, Lake Mills
Dorothy Carnes Park West			N/A	N/A	N3220 Radloff Ln, Fort Atkinson
Dorothy Carnes Park East			N/A	N/A	N2933 Banker Rd, Fort Atkinson
Lower Rock Lake Park – Shelter			N/A	N/A	W8050 Park Lane Rd, Lake Mills
Lower Rock Lake – Boat Parking			N/A	N/A	W8050 Park Lane Rd, Lake Mills
Upper Rock Lake Park			N/A	N/A	N6999 Rock Lake Rd, Lake Mills
Cappies Landing			N/A	N/A	N8625 Jefferson Rd, Watertown
Dog Park			N/A	N/A	W5098 Canine Dr, Johnson Creek



Carlin-Weld			N/A	N/A	N1841 County Hwy Z, Palmyra
Kanow Park			N/A	N/A	N8248 Rock River Rd, Ixonia
Rock River Landing – Jefferson			N/A	N/A	
Highway Shop (Concord Shop)	6,300	2018	Furnace		N6946 County Shop Rd, Oconomowoc
Highway Shop (Lake Mills)	6,400	2019	Furnace		140 Oasis Ln, Lake Mills

## Appendix B: Federal Requirements

As this energy audit will be funded through the receipt of a grant offered by the Infrastructure Investment Jobs Act (IIJA), all projects are required to comply with federal requirements including the Buy American provisions of the IIJA, Davis-Bacon and Related Acts (DBRA) provisions, historic preservation requirements, and the National Environmental Policy Act (NEPA) as far as those requirements already apply and subject to any different or additional requirements specified in the final grant agreement between PSC and Jefferson County.

The contractor shall not sublet or assign all or any part of the work without prior written notification to the Office of Energy Innovation (OEI) at the Wisconsin Public Service Commission. The OEI reserves the right to reject any subcontractor after notification.

The following notation shall be included on all articles, reports, publication, or other documents resulting from this agreement:

Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000575."

Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. References herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

If the contractor anticipates involving foreign nationals in the performance of this contract, the Recipient must, upon request by the U.S. Department of Energy (DOE), provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify Jefferson County if this information is required. DOE may elect to deny a foreign national's participation in this Award. Likewise, DOE may elect to deny a foreign national's access to DOE sites, information, technologies, equipment, programs or personnel.

If the contractor has or receives any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify Jefferson County in writing of the potential overlap and state whether project funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award.

During the term of this Award, the contractor must notify Jefferson County within fifteen (15) business days of learning of the following circumstances:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or a foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;

4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.



# STANDARD TERMS AND CONDITIONS

## JEFFERSON COUNTY

### Appendix C

- 1.0 APPLICABILITY:** Any person who submits a bid or proposal to Jefferson County shall be bound by these Standard Terms & Conditions. These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments (including this Ex. A) shall constitute the entire contract and no other terms and conditions in any document, or acknowledgment shall be effective or binding unless expressly agreed in writing by the contracting authority.
- 2.0 DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both who is responding to an RFP (Request for Proposal) or RFB (Request for Bid), and “bid” includes a response to either an RFP or request for bids.
- 3.0 SPECIFICATIONS:** The specifications outlined in the request are the minimum acceptable. When specific manufacturers and models are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and other such information necessary to establish equivalency. Jefferson County shall be the sole judge of alternate equivalency. Vendors are cautioned to avoid proposing alternates to specifications that may result in rejection of their bid.
- 4.0 DEVIATIONS & EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be liable for any injury resulting from any deviation.
- 5.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.
- 6.0 QUANTITY:** The quantities shown on the request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.
- 7.0 PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by Jefferson County.
- 8.0 ACCEPTANCE-REJECTION:** Jefferson County reserves the right, in its sole discretion, to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interest of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County.
- 9.0 SUBMISSION:** Bids/proposals must be date and time stamped by the soliciting office on or before the date and time that the bid/proposal is due. The contents of the bid/proposal of the successful vendor will become contractual obligations if procurement action ensues.
- 10.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to Jefferson County on a quality versus price basis.
- 11.0 ACCEPTANCE:** Written notice of award to a vendor in the form a purchase order or other document, delivered to the physical or electronic address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both the parties shall be used when required by the Jefferson County Purchasing Ordinance.
- 12.0 INDEPENDENT CONTRACTOR:** The vendor, its officers, agents, and employees, in performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of Jefferson County. The vendor agrees to take such steps as may be necessary to ensure that each subcontractor of the vendor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the County. The vendor shall not take any action, or make any omission, that may imply, or cause others to reasonably infer that the vendor is acting as the County’s agent in any matter or in any way not expressly authorized by this contract.
- 13.0 PUBLIC RECORDS:** Vendor understands the County is bound by the Wisconsin Public Records Law. Pursuant to Wis. Stat. §19.36(3), Vendor may be obligated to produce, to a third-party, the records of Vendor that are “produced or collected” by Vendor under this contract (“Records”). Vendor is further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and Vendor acknowledges that it has read and understands that definition. Vendor’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this contract, and Vendor shall indemnify, defend, and hold the County harmless from liability due such breach.

**14.0 PROPRIETY INFORMATION:** Any restrictions on the use of date contained within a bid/request, must be clearly stated in the bid itself. Bid/proposal prices cannot be held as confidential. Proprietary information submitted in response to a request will be handled in accordance with Wisconsin Public Records law. The County will not release any records designated as a trade secret to the public without first notifying the vendor. The burden of maintaining and defending the trade secret designation shall be upon the vendor. Vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of the designation, the County shall be obligated to and will release the records.

**15.0 PAYMENT TERMS:** Unless otherwise agreed, Jefferson County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. The County reserves the right to withhold payment without interest or penalty upon a good faith dispute.

**16.0 COST REIMBURSEMENT CONTRACTS:** Where payment to vendor is based on vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. The County shall have the right to audit, review, examine, copy and transcribe any pertinent records relating to any contract resulting from this bid/proposal held by the vendor. The vendor shall retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

**17.0 GUARANTEED DELIVERY:** Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

**18.0 APPLICABLE LAW & COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Jefferson County Circuit Court. The vendor shall comply with all federal and state laws, local ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. Jefferson County expressly reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

**19.0 ASSIGNMENT:** No right or duty in whole or in part of the vendor under this Contract may be assigned or delegated without the prior written consent of Jefferson County.

**20.0 NON-DISCRIMINATION:** 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, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation and selection for training. Failure to comply with the conditions of this paragraph may result in the vendor becoming an ineligible vendor and/or termination of the contract.

**21.0 PATENT, COPYRIGHT, & TRADEMARKS:** The vendor guarantees goods sold to Jefferson County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

**22.0 SAFETY REQUIREMENTS:** All materials, equipment and supplies provided to Jefferson County must fully comply with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA standards.

**23.0 WARRANTY:** Vendor specifically warrants that all equipment, supplies, and/or services shall: 1) conform to each and every specification, drawing, sample or other description that was furnished or adopted by Jefferson County, 2) be fit and sufficient for the purpose expressed in the RFB/RFP, 3) be merchantable, 4) be of good materials and workmanship, and 5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance or of payment for such equipment, supplies, and/or services.

**24.0 INDEMNIFICATION:** Vendor shall indemnify, hold harmless and defend Jefferson County, its officials, employees, representatives and agents against any and all liability, loss (including but not limited to property damage, bodily injury, and loss of life), damages, costs or expenses which Jefferson County, its officers, officials, employees, representatives, and agents may sustain, incur or be required to pay by reason of vendor furnishing the goods and/or services required under this contract. The obligations set forth in this paragraph shall survive the termination or expiration of this contract. The vendor's duty to defend, indemnify, and hold harmless under this contract shall not be limited by the insurance required by Paragraph 25 below.

**25.0 INSURANCE:** In order to protect itself and Jefferson County, the vendor shall, at vendor's own expense, obtain and at all times during the term of this Contract keep in full force and effect the insurance coverages, limits, and endorsements listed below. Vendor shall provide proof of insurance to County upon request. When obtaining required insurance, vendor agrees to preserve the County's subrogation rights in all such matters that may arise that are covered by vendor's

insurance. Jefferson County expressly reserves the right to require higher or lower insurance limits where the County deems it necessary.

**25.1 General Commercial Liability:** Vendor agrees to maintain General Commercial Liability insurance against any claim(s) which might occur in carrying out this contract, including bodily injury and property damage at a limit of not less than \$1,000,000 per occurrence, including products liability and completed operations. The policy shall list Jefferson County as an Additional Insured.

**25.2 Automobile Liability:** Vendor agrees to maintain Auto Liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract, at a limit of not less than \$1,000,000 per occurrence.

**25.3 Environmental Impairment (Pollution) Liability:** Vendor agrees to maintain Environmental Impairment (Pollution) insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden.

**25.4 Worker's Compensation:** Vendor agrees to maintain Worker's Compensation insurance at Wisconsin statutory limits for all employees engaged in work.

**25.5 Umbrella/Excess Liability:** Vendor may satisfy the minimum liability limit required above under an Umbrella or Excess Liability policy. Vendor agrees to list Jefferson County as an Additional Insured on its Umbrella or Excess Liability policy.

**26.0 SUBCONTRACTING:** Vendor shall not subcontract any portion of this contract without the written consent of the County. No subcontract shall, under any circumstances, relieve the vendor of liability and obligation under this contract. Vendor shall be fully responsible to the County for acts, errors, or omission of any subcontractor.

**27.0 FINANCIAL INTEREST PROHIBITED:** Under Wis. Stat. §946.13, County employees and officials are prohibited from holding a private pecuniary interest, direct or indirect in any public contract. By executing this contract, each party represents that it has no knowledge of a County employee or official involved in the making or performance of the Contract that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of Wis. Stat. §946.13 may result in this Contract being voided at the discretion of the County.

**28.0 RECORD KEEPING & RETENTION:** Vendor shall maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County shall

have the right to audit, review, examine and copy any pertinent records relating to any contract resulting from vendor's bid/proposal. Vendor shall retain all records applicable to the contract for a period of not less than five (5) years after final payment is made.

**29.0 CANCELLATION:** Jefferson County reserves the right to terminate any contract without penalty due to non-appropriation of funds or failure of the vendor to comply with the terms, conditions, and specifications of this contract. This paragraph does not relieve Jefferson County of its responsibility to pay for services or goods provided or furnished to the County prior to the effective date of termination.

**30.0 NO WAIVER:** In no event shall the making of any payment or acceptance of any product or service required by this contract constitute or be construed as a waiver by Jefferson County of any breach of the covenants of this contract or a waiver of any default of the successful vendor, and shall in no way impair or prejudice the right the County with respect to recovery of damages or other remedy as a result of such breach or default.

**31.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes include, but are not limited to, acts of nature or the government, fires, floods, epidemics, quarantine restrictions, strike, freight embargoes, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

**32.0 SEVERABILITY:** If any provision of this contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the contract shall remain valid and in full force and effect.