



STANDARD TERMS AND CONDITIONS

JEFFERSON COUNTY

Exhibit A

- 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.