



**DEPARTMENT OF ADMINISTRATION**  
305 E Walnut Street  
PO Box 23600  
Green Bay, WI 54305-3600

---

**STANDARD TERMS & CONDITIONS**  
**Unless Superseded by Published Bid/Quote/RFP Documents**  
**Last revision date: 9/29/2014**

1. **Appeal:** An appeal refers to a written request from a vendor for reconsideration of vendor selection on either a Bid, Proposal & Quote.

Appeals may be submitted for the following purchases:

- The item is a public works project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
- The item price is \$5,000 or more, or the total order is \$10,000 or more, and
- Vendor selection was based on factual errors, or
- The lowest price vendor was not selected, or
- Failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error, policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within seventy-two (72) hours of receipt of a rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened by either the Appeals Committee or the Executive Committee. A decision on all appeals will be rendered within five (5) working days of the date upon which the hearing was held. All decisions of the Appeals Committee or Executive Committee shall be final.

Submit to: Brown County Internal Auditor  
PO Box 23600  
Green Bay, WI 54305-3600

2. **Cancellation:** Brown County reserves the right to cancel a Purchase Order for up to seventy-two (72) hours after placement; should an appeal be made by a vendor. Purchase Orders can be cancelled at any time; if agreed to in writing between both parties.

Notwithstanding anything contained in this agreement or any schedule to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable in the fiscal period(s) for all payments, Brown County will immediately notify the vendor in writing of such occurrence; and the term for the good/service shall terminate on the last day of the fiscal period for which sufficient appropriations have been received or made without penalty or expense to Brown County. In addition, Brown County reserves the right to cancel any formal contractual agreement with a thirty (30) days advance, written notice.

3. **Confidentiality of Personal Health Information:** HIPAA/HITECH laws apply.
4. **Equal Employment Opportunity:** Vendor agrees to be bound by and to implement all applicable federal and state programs requiring equal employment opportunity or preventing employment discrimination by government contracts, and to furnish Brown County with all guarantees or certifications as to such compliance as may be prescribed by any such programs.
5. **Fuel Surcharge:** Fuel surcharges will not be paid on any purchase of goods/services unless agreed upon at the time of the order placement.

6. **Hold Harmless:** Vendor hereby agrees to release, indemnify, defend and hold harmless Brown 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 vendor, its officers, officials, employees, agents or assigns. Brown 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. **Insurance Requirements:** Vendor, Contractor, Tenant, Provider, Organization or other (referred to 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. Brown County reserves the right to require higher amounts based on the project. 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.

**a. Coverage Limits**

---

**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

**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
---------------------	--

**Excess / Umbrella Liability**

Limits of Insurance	\$1,000,000
---------------------	-------------

**Workers' Compensation Insurance and Employers Liability**

State Statutory Workers' Compensation Limits	
Employers Liability	\$100,000 each accident

---

- b. **Additional Insured:** The Outside Contractor agrees that all liability policies other than professional liability shall contain an endorsement naming Brown County as additional insured with respects 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.
- c. **Adjustment 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 sixty (60) day of such notice.

- d. 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 meets the same requirements outlined for the Outside Contractor.
- e. Waiver of Subrogation: Outside Contractor's** Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.
- f. Cancellation Notice:** Outside Contract shall give Brown County a policy endorsement giving thirty (30) days advance notice of cancellation, non-renewal, or material change in coverage.
- g. Proof of Insurance:** A valid Certificate of Insurance, with the endorsement naming Brown County as an additional insured and an endorsement giving notice of cancellation, non-renewal or material change in coverage, shall be issued to Brown County prior to commencement of work and shall meet the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative. Certificates of Insurance shall be sent to the address below.

---

Brown County Department of Administration  
Attn: Purchasing Department  
305 E Walnut Street  
Green Bay WI 54301

---

The Certificate of Insurance must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin.

The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to the County.

The Certificate of Insurance shall include reference to the contract name or project number in the description section of the certificate.

- h. Questions.** If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverages you are unable to obtain. Special consideration may be given if the required amounts cannot be met.
- 8. Force Majeure:** If the performance of any part of this Purchase Order is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating 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, either Party may terminate this Purchase Order by giving written notice.
- 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 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 section.
- 9. Legal Compliance:** Outside Contractor warrants that all goods and services furnished shall comply with all applicable federal, state and local laws, rules, regulations and ordinances applicable to its

performance of this contract. Outside Contractor will promptly furnish upon Brown County's request all certifications required.

**10. Price and Delivery:** Price and delivery are bound as a legal binding contractual agreement as specified on Brown County's Purchase Order. If vendor does not agree with the price or delivery, they need to notify a Brown County purchasing representative within seventy-two (72) hours of receipt of the Purchase Order.

Failure to do so holds the Outside Contractor accountable to the price and delivery on the Purchase Order. Delivery or completion of the goods or services does not deem the goods or services to be complete until a Brown County representative has inspected the goods or services.

**11. Purchase Order:** The Purchase Order number must appear on all packing slips, bills of lading, and invoices. Invoices are to be mailed to the mailing address designate on the Purchase Order. All conditions, terms, delivery, price and specifications apply as a contractual agreement. Change to the terms, delivery, price or specifications may be changed if agreed to in writing between Brown County and the Outside Contractor.

**12. Safety Requirements:** All material, equipment, and supplies provided shall comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA/DILHR Standards. Safety Data Sheets are to be supplied on all chemicals prior to shipment of the product. No product containing asbestos will be accepted.

**13. Taxes:** Brown County is exempt from taxes unless stated otherwise on the Purchase Order. Please reference Brown County Wisconsin Seller Permit #004-00000-60305-01 and Sales and Use Tax (exempt status) CES #ES42561.

**14. Terms of Payment:** Please be advised that by accepting this order/contract the Outside Contractor agrees and understands that payment will be made by the County within thirty (30) days of the receipt of previously agreed to terms of a properly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later, with exception of a good faith dispute. See Wisconsin Statute 66.0135.

**15. Title, Ownership and Risk of Loss:** Unless otherwise specified in the Purchase Order or contract, and notwithstanding any agreement to pay freight, express, or other transportation charges, title to, and risk of loss of or damages to the goods shall not pass to Brown County until they actually have been received and accepted by Brown County or its customers at the destination indicated in the Purchase Order.

**16. Warranty:** Outside Contractor warrants that all merchandise furnished will be in exact conformity with this order. Outside Contractor warrants that any services to be performed by Outside Contractor hereunder will be performed by Outside Contractor, as an independent contractor, in good and workmanlike manner.

*This agreement is governed by the laws of the State of Wisconsin.*