**Terms and Conditions**

**1.** La Crosse County reserves the right to accept or reject any or all proposals or portions thereof without stated cause.

**2.** La Crosse County reserves the right to re-issue any requests for proposals.

**3.** Upon the selection of a finalist vendor, the County by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this vendor. If the County, for any reason, is unable to reach a final agreement with this vendor; the County reserves the right to reject such vendor and negotiate a final agreement with the vendor who has the next most viable proposal or bid. The County may also elect to reject all proposals and re-issue a request for proposal.

**4.**  Clarification of proposals: La Crosse County reserves the right to obtain clarification of any point in a vendor’s proposal or obtain additional information.

**5.** La Crosse County is not bound to accept the proposal with the lowest cost but may accept the proposal that demonstrates the best ability to meet the needs of La Crosse County.

**6,** La Crosse County may accept more than one (1) proposal if the County determines that accepting multiple proposals demonstrates the best ability to meet the needs of the County.

**7.** The County reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the County.

**8.** The County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.

**9.** The Provider agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Provider, or its (their) agents and / or subcontractors which may arise out of or connected with activities covered by this contract.

**10**. Provider agrees that to protect itself as well as the Purchaser and La Crosse County, its officers, Boards, and employees under the indemnity provisions set forth in the paragraph above, Provider will always, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

* Workers’ Compensation: minimum amount statutory
* Comprehensive General Liability: $1,000,000 per occurrence and in aggregate for bodily injury and property damage
* Auto Liability: $1,000,000 per occurrence and in aggregate for bodily injury and property damage
* Excess Liability coverage: $1,000,000 over the General Liability and Automobile Liability Coverage
* Errors and Omissions coverage: $1,000,000 per occurrence

$1,000,000 in aggregate

**11.** The Purchaser shall be given thirty (30) days advanced written notice of any  
 cancellation or non-renewal of insurance during the term of this contract. Upon   
 execution of this contract, the Provider will furnish Purchaser with written   
 verification of the existence of such insurance. In the event of any action, suit, or   
 proceedings against Purchaser upon any matter herein indemnified against,   
 Purchaser shall within five (5) working days cause notice in writing thereof to be   
 given to Provider by certified mail, addressed to its post office address. Purchaser   
 shall cooperate with Provider and its attorneys in defense of any action, suit or other  
 proceedings.

**12.**  The selected vendor shall not subcontract or assign any interest in the contract and   
 shall not transfer any interest in the same without prior written consent of the   
 County.

**13.**  No reports, information, or data given to or prepared by the firm under contract shall   
 be made available to any individual or organization by the firm without the prior   
 written approval of the County.

**14.**  Should the selected vendor merge or be purchased by another individual or firm   
 contract continuation would be at the County's option.

**15.**  The successful vendor shall be required to sign a certification document stating   
 they are not presently debarred, suspended, proposed for debarment, declared   
 ineligible or voluntarily excluded from covered transactions by any Federal   
 department or agency. If the successful vendor cannot, in good faith, sign the   
 certification document the County reserves the right to reject such vendor and   
 negotiate a final agreement with the vendor who has the next most viable   
 proposal or bid. The County may also elect to reject all proposals and re-issue   
 a request for proposal**.**

**16.** All proposals submitted on time become the property of La Crosse County upon   
 submission, and the proposals will not be returned to the Vendors. By submitting a   
 proposal, the Responder agrees that La Crosse County may copy the proposal for purposes   
 of facilitating the evaluation.

**17.** All proposals are subject to Wisconsin Public Records Law.  
  
**18**. The successful vendor shall be required to sign the Certification Regarding Suspension and   
 Debarment Document stating they are not presently debarred, suspended, proposed for   
 debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal   
 department or agency. If the successful vendor cannot, in good faith, sign the   
 certification document the County reserves the right to reject such vendor and   
 negotiate a final agreement with the vendor who has the next most viable   
 proposal or bid. The County may also elect to reject all proposals and re-issue   
 a request for proposal.