

COUNTY OF MONROE, WISCONSIN STANDARD TERMS AND CONDITIONS

SECTION 1 GENERAL INFORMATION

DEFINED TERMS

Throughout this document, "Monroe County," "County," "Owner," and "Purchasing" shall be synonymous and mean Monroe County. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer," "vendor," "firm," and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous. As applied to the winning or selected bidder, the words "RFP," "RFB," "bid," "proposal," "agreement," and "contract" are synonymous.

ENTIRE AGREEMENT

1. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the Monroe County and the Contractor, in a form approved by the Monroe County Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the Monroe County.
2. If a Separate Contract is not executed, these Standard Terms and Conditions, Monroe County's request for proposals, the version of the vendor's bid that was accepted by Monroe County, and the Monroe County's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

ORDER OF PRECEDENCE

If there is a conflict between this STC (Standard Terms and Conditions) and any terms in the vendor's accepted bid or proposal, this STC (Standard Terms and Conditions) shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.

SECTION 2 TERMS FOR SUBMISSION OF BIDS

Section 2 applies to the bid selection process only

ARTICLE 1- GENERAL INFORMATION

1. An Invitation for bids, Request for Proposal or Bid does not commit Monroe County to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. Monroe County may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
2. Monroe County reserves the right to require Bidder's Statement of Qualifications to be submitted for approval to submit a bid or proposal.
3. Monroe County reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at Monroe County's discretion are determined to be in the best interests of

Monroe County. Further, Monroe County makes no representations that a contract will be awarded to any offer or responding to this request.

4. Monroe County expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
5. Monroe County reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
6. All proposals shall be binding for ninety (90) calendar days following the proposal opening date unless the firm(s), upon the request of Monroe County, agrees to an extension.
7. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 2 - INTERPRETATIONS AND ADDENDA

1. All questions about the meaning or intent of the RFP are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda posted to the Monroe County website. Questions received less than seven (7) Days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders must acknowledge receipt of all Addenda in the RFP Statement.
2. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.
3. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date.
4. In submitting a bid, bidder represents that they have examined and carefully studied the Request for Proposal and completed the RFP Statement as specified.

ARTICLE 3 - SUBMITTAL OF BID

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED – RFP TITLE OR PROJECT NAME."

ARTICLE 4 – BIDDER’S CERTIFICATION

Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
 - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to

deprive Owner of the benefits of free and open competition.

- "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – PRICE PROPOSAL

All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.

ARTICLE 6 - PRICE INCLUSION

The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.

ARTICLE 7 - PRICING AND DISCOUNT

1. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea. etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
2. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.

ARTICLE 8 - F.O.B DESTINATION FREIGHT PREPAID

Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.

ARTICLE 9 - MODIFICATION AND WITHDRAWAL OF BID

1. A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
2. If the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

ARTICLE 10 - OPENING OF BIDS AND EVALUATION

Bids will be opened by an evaluation team and shall make a recommendation to the Standing Committee of Jurisdiction. An abstract of the amounts of the base Bids will be made available to Bidders after the award.

ARTICLE 11 - AWARD

1. Owner will have sole discretion as the methodology used in making the award. Bids will remain subject to acceptance.
2. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.
3. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as required.
4. Owner may conduct such investigations as Owner deems necessary to establish clarifications, responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
5. If the Contract is to be awarded, Owner will award the contract to the successful bidder that meets the requirements of this RFP and shall be based upon the bid determined most advantageous to the county after evaluating the specific criteria requested.

ARTICLE 12 - RESPONSIVENESS AND RESPONSIBILITY

1. Award will be made to the responsible and responsive bidder whose bid is most advantageous to Monroe County with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.
2. Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.
3. Monroe County reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to Monroe County, or has failed to perform faithfully any previous contract with Monroe County. If requested, the bidder must present within five (5) working days evidence satisfactory to Monroe County of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

ARTICLE 13 - CANCELLATION

1. Monroe County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, Monroe County may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
2. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, Monroe County shall have the right to cancel and terminate the contract without notice.

SECTION 3 CONDITIONS OF PURCHASE

The following section applies to purchases and contracts after the award

ARTICLE 14 – SPECIFICATIONS

1. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on Bidder's bid.
2. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. Monroe County shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

ARTICLE 15 - REGULATORY COMPLIANCE

1. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
2. If it is determined by Monroe County that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

ARTICLE 16 - WARRANTY

Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

ARTICLE 17 - OWNERSHIP OF PRINTING MATERIALS

All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of Monroe County. Any furnished materials shall remain the property of Monroe County. Failure to meet this requirement will disqualify your bid. Monroe County shall be the owners of any and all of the reports, plans, specifications and documents resulting from this RFP and firm shall provide both digital and hard copies of all reports, plans and documents as indicated in this RFP to Owner in a format usable to the County. Awarded firm(s) shall also waive any rights to copyright protection so Owner may reproduce, distribute and use as they so choose. Any proposal/response and any and all supporting materials submitted in conjunction with this request will become a public record, subject to public inspection.

ARTICLE 18 - PAYMENT TERMS AND INVOICING

Monroe County will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified. A vendor will not be established until a W-9 is received to comply with IRS 1099 rules.

1. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
2. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

ARTICLE 19 - F.O.B DESTINATION FREIGHT PREPAID

Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at Monroe County's reception area.

ARTICLE 20 - TAX EXEMPTION

Monroe County, Wisconsin is exempt from the payment of Federal Excise Tax and State Sales Tax under Section 77.54(9a) (b), Wis. Stats. Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to Monroe County, will be paid by Monroe County. **The Monroe County Tax Exempt number is 008-1020421898-12.**

ARTICLE 21 - NON-DISCRIMINATION AND BUSINESS CODE OF CONDUCT

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Wisconsin Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices.

Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Monroe County take for the purpose of complying with any such laws and regulations. All vendors who are the recipients of County funds or who propose to perform any work or furnish any goods under agreements with Monroe County, shall agree to these important principles:

1. Vendors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors.
2. Vendors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

ARTICLE 22 - INDEMNIFICATION

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless Monroe County, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon Monroe County or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of Monroe County or its officers, officials, agents or employees. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

ARTICLE 23 - NON-COLLUSIVE STATEMENT

Each firm, by submitting a response, certifies that it is not a party to any collusive action with Monroe County personnel and/or Consultants. Each firm also certifies that it is not a party to any collusive action with any other party submitting a proposal in response to this solicitation.

ARTICLE 24 - COMPLIANCE

1. Regulations.
The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
2. Licensing and Permits.

The Contractor selected under this bid shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on Monroe County facilities.

ARTICLE 25 - INSURANCE REQUIREMENTS

Monroe County Insurance Requirements for Architect, Engineers, Construction Manager, and Professional Services. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the Monroe County Administration.

Minimum Scope and Limits

- A. Architects, Engineers, Other Professional- Errors & Omissions (Professional Liability) coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project. If the firm changes insurance carriers and this policy is provided on a “claims made” basis, the firm will secure the appropriate coverage extension to provide coverage to the project for a period of at least two years following the completion of the project.
- B. Commercial General Liability coverage with limits of no less than the following:
 - 1. General aggregate limit per project
(Other than Products-Completed Operations) \$2,000,000
 - 2. Products-Completed Operations Aggregate per project \$1,000,000
 - 3. Personal and Advertising Injury Limit \$1,000,000
 - 4. Each Occurrence Limit \$1,000,000
 - 5. Fire Damage limit – any one Fire \$50,000
 - 6. Medical Expense limit – any one Person \$10,000
- C. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a **Symbol 1-Any Auto basis**.
- D. Workers’ Compensation and Employers Liability Insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
- E. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 annual aggregate, and a maximum self-retention of \$10,000.

Other Requirements

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a Best’s Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI, authorized as an admitted insurance company in the state of Wisconsin.
- B. Monroe County, Monroe County’s elected and appointed officials, and Monroe County employees shall be named as additional insureds on all liability policies for liability arising out of project work. Please provide a copy of this endorsement with your certificate of insurance.

ARTICLE 26 - WORK SITE DAMAGES

Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner’s satisfaction at the Contractor’s expense within 10 business days.

ARTICLE 27 - WARRANTY OF MATERIALS AND WORKMANSHIP

The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all

workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.

1. Work not conforming to these warranties shall be considered defective.
2. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in the Contract or Request for Proposal.

ARTICLE 28 - REPLACEMENT OF DEFECTIVE WORK OR MATERIALS

Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the Monroe County notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

ARTICLE 29 - RESERVATION OF THE RIGHT TO INSPECT WORK

At any time during normal business hours and as often as the Monroe County may deem necessary, the Contractor shall permit the authorized representatives of the Monroe County to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the Monroe County is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

ARTICLE 30 - CONDUCT OF CONTRACTOR AND EMPLOYEES

1. Contractor and its employees shall not consume or be under the influence of drugs or alcohol while on Monroe County property or when working for or representing Monroe County. Violation will be cause for contract termination.
2. Contractor and its employees shall be respectful and courteous to visitors, agents of Monroe County and regulatory agency personnel. Abusive language or gestures will not be allowed and may be cause for contract termination.

ARTICLE 31 - WEAPONS PROHIBITION

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons (excluding items that are necessary for the project such as a utility knife), including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any Monroe County work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).

ARTICLE 32 - SOFTWARE AND TECHNOLOGY PURCHASES

1. Software Licenses.
All software license agreements shall include the Monroe County's mandatory legal terms and conditions as determined by the Monroe County Corporation Counsel. No Monroe County employee has the authority to bind Monroe County by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions. All legal documents associated with the purchase or download of software must be reviewed by Monroe County Attorney and may only be signed by an individual authorized by the Monroe County Board.
2. Network Connection Policy.
If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the Monroe County Network (as defined in the following link), the Monroe County's Network Connection Policy found at this link: <https://www.co.monroe.wi.us/departments/human-resources> is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

ARTICLE 33 - CONFIDENTIALITY AND SECURITY

This document or any portion of it may not be used for any purpose other than the submission of proposals. The successful consultant must agree to maintain confidentiality and security standards consistent with the confidentiality and security policies of Monroe County and any applicable State or Federal Laws or regulations. These include strict control of access to secure areas, sensitive data and maintaining confidentiality of information gained while carrying out their duties. The successful consultant will be required to ensure that all consultants' personnel provided services to the County which require access to secure and confidential Monroe County information or facilities, meet the criteria for personal security clearance prescribed by Monroe County prior to having access to secure areas or confidential material.

1. Monroe County reserves the right to deny access to any individual that is not fully compliant with security criteria without disruption to timeline or adjustment to project cost.
2. Monroe County reserves the right to require background checks for any consultant employee or subcontractor employee involved in this project from the awarded firm(s).
3. Unpublished information pertaining to Monroe County or its employee's obtained by the firm as a result of participation in this RFP or resulting contract is confidential and must not be disclosed without written authorization from Monroe County Corporation Counsel or pursuant to a court order.
4. This request and possible resulting contract shall be interpreted under the laws of the State of Wisconsin. Any disputes or claims that arise under this contract shall be litigated in the Circuit Court of Monroe County, Wisconsin.