



REQUEST FOR PROPOSALS (RFP)

JAIL FOOD SERVICES

COLUMBIA COUNTY SHERIFF'S DEPARTMENT/JAIL

Issued: July 2, 2025
Due: August 7, 2025
RFP#: COSOFS-07-25

Columbia County, Wisconsin
Roger Brandner, Sheriff
403 Jackson Street
Portage, WI 53901
(608) 742-4166

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JAIL FOOD SERVICES RFP

1.0 PURPOSE OF REQUEST

Columbia County, Wisconsin (County) is requesting sealed proposals from a qualified vendor (Provider) to provide food service at the Columbia County Jail, located at 403 Jackson Street, Portage, WI 53901. The services to be provided and performed for the County are described in Section 2.0 Scope of Services. Interested Providers can reach out to Jail Administration if they wish to tour the Jail's kitchen facility prior to submitting a bid. The Provider agrees to provide services for a one (1) year period, beginning January 1, 2026, through December 31, 2026, with the option to extend to three (3) years upon the parties' agreement.

2.0 SCOPE OF SERVICES

- 2.1 Provide food services for the County Jail for one (1) year period with the option to extend to three (3) years upon the parties' agreement.
- 2.2 Provide pricing for the following number of inmates 0-100, 101-125, 126-150, 151-175, 176-200, 201-225, 226-250, 251-275, and 276+.
- 2.3 Provide two (2) hot meals and one (1) cold meal per day. Cold meal will be a bag breakfast. Mealtimes are generally breakfast (5:00 a.m.), lunch (11:00 a.m.), and dinner (5:00 p.m.). Provide bag lunches for inmates out on work release for each meal that they are not at the jail.
- 2.4 Provide and follow at least a four (4) week written menu cycle with exact portions listed and followed. Menus are approved by a registered dietician. At least a four (4) week actual menu sample will be included with the bid.
- 2.5 Provide special medical diets as ordered by Jail medical staff and provide religious diets as ordered by Jail supervisors. Any special meals are charged at the same rate as regular meals.
- 2.6 Cleanliness of the entire kitchen is the responsibility of the vendor including removal of garbage and recyclable materials.
- 2.7 Vendor will accurately document food temperatures, refrigerator and freezer temperatures, utensil counts, and knife/utensil security checks as required by the Jail.
- 2.8 Meals will be delivered to the staff elevator or secure booking area and served by Jail staff. Trays will be returned at least to the area that they were provided by vendor.
- 2.9 Provider and any staff to be providing services through this agreement shall be required to pass a background check. Background checks shall be conducted annually thereafter and if otherwise needed by a substantial change of circumstance. The Sheriff's Office may disqualify Provider's staff from working in the jail based on those background checks.
- 2.10 Employees of the Provider will report to Jail administration immediately any time they are aware a family member or friend is incarcerated or under investigation for any crime.
- 2.11 Provider will provide an annual safety and security training to their staff.

- 2.12 The Jail will provide inmate help when and if available. Inmate help is not guaranteed. If the Provider has different pricing for inmate help vs. non-inmate help, requirements and pricing for both categories need to be provided.
- 2.13 Provider will comply with all food service requirements, specifically Wis. Admin. Code DOC Ch. 350.11.
- 2.14 Provider will provide good quality, healthy meals that comply with the USDA recommended calorie counts for adults. Daily calorie county for all three (3) meals will be at least 2900 total calories.
- 2.15 Provider shall, at its own expense, carry appropriate liability insurance in the minimum amount required by Wis. Stat. §655.23, and as otherwise sufficient and reflective of its staff.
- 2.16 Comply with all Federal, State, and local regulations governing food service preparation and cleaning. Obtain necessary licenses and permits. Comply with all Federal, State, and local labor laws and regulations.
- 2.17 Kitchen space, dishwasher, and other kitchen equipment and small wares are provided by the county.
- 2.18 Provider will provide all consumables at no additional cost (paper bags, plastic bags, styrofoam containers, disposable lids, etc.).

3.0 PROVIDER QUESTIONS

Interested Providers can reach out to Jail Administration if they wish to tour the Jail's kitchen facility prior to submitting a bid.

Providers are reminded to carefully examine this RFP upon receipt. A written request may be made to Captain Brian Kjorlie, Jail Administrator, at brian.kjorlie@columbiacountywi.gov or (608) 742-6476, ext. 3616, for interpretation or correction of any of the RFP material.

Any questions shall be submitted in writing no later than 2:00 p.m. (CST) on Wednesday, July 23, 2025. Questions received after that time will not be considered. Questions and answers will be posted to [DemandStar/Euna OpenBids](#) and the [County's website](#) on Friday, July 25, 2025 by 4:30 p.m. (CST). Contact with personnel of the County other than Columbia County Sheriff's Department and Jail Administration regarding this RFP may be grounds for elimination from the selection process.

4.0 PROPOSAL SUBMITTAL INFORMATION

4.1 Submission of Proposals

4.1.1 Proposals may be submitted by one of two methods:

- 4.1.1.1 Three (3) copies of the proposal must be signed, sealed, and returned (with necessary attachments) to the Columbia County Clerk at the mailing address of 112 East Edgewater Street, Portage, WI 53901. All proposals should show the Provider's name and address, as well as the title of this proposal (Jail Food Services) on the **outside of the package**.

OR

4.1.1.2 Proposals may be submitted via [DemandStar/Euna OpenBids](#) (national procurement information distribution system). Registration is FREE in connection with the Wisconsin Association of Public Purchasers (WAPP).

4.1.1.3 All proposals must be submitted and received no later than 9:00 a.m. (CST) on Thursday, August 7, 2025.

4.1.2 Providers must respond to the RFP by submitting all data required herein in order for proposals to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification.

4.1.3 Providers are solely responsible for ensuring timely, actual, and full receipt of RFP proposal.

4.2 General Requirements

4.2.1 Submissions of Proposals – The following material is required to be received by no later than 9:00 a.m. (CST) on Thursday, August 7, 2025, for a proposal to be considered:

4.2.1.1 Title Page – showing the request for proposals’ subject; the Provider’s name; the name, address, and telephone number of the contact person; and the date of the proposal.

4.2.1.2 Table of Contents

4.2.1.3 Transmittal Letter – a signed letter of transmittal briefly stating the Provider’s understanding of the work to be done, the commitment to perform the work within the time period, and a statement why the Provider believes itself to be best qualified to perform the engagement.

4.2.1.4 Detailed Technical Proposal – the detailed proposal should follow the order set forth in the Technical Proposal Section 4.3 of this RFP.

4.2.1.5 Cost Proposal – prices must be submitted on the Schedule of Professional Fees and Expenses on pages 7-8 of this RFP.

4.2.1.6 Signature Page – the Signature Page on page 9 of this RFP must be signed and submitted with the information above to attest to the accuracy of the information submitted. The individual signing the form must have the authority to represent the Provider to the engagement.

4.3 Technical Proposal

4.3.1 General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the Provider seeking to undertake the food services for the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Provider and of the particular staff to be assigned to this engagement.

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Provider's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items Nos. 4.3.2 through 4.3.4, must be included. They represent the criteria against which the proposal will be evaluated.

4.3.2 Insurance

Provider, at its own expense, shall retain professional liability insurance in at least the minimum amount required by Wis. Stat. §655.23, and as otherwise sufficient and reflective of its staff.

4.3.3 Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement.

Provide as much information as possible regarding the qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the engagement will be assured.

Provider and any staff to be providing services through this Agreement shall be required to pass a background check. Background checks shall be conducted annually thereafter and if otherwise needed by a substantial change of circumstance.

4.3.4 Similar Engagements

For the Provider that will be assigned responsibility for the study, list the most significant engagements (maximum – 5) performed in the last three (3) years that are similar to the engagement described in this RFP.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Indicate whether your engagement is presently ongoing or has been terminated.

4.4 Cost Proposal

Use the Schedule of Professional Fees and Expenses on pages 7-8 to submit your proposed cost.

4.4.1 Total All-Inclusive Maximum Price

This is the price to perform the services as described in this request for proposal. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

4.4.2 Rates for Additional Professional Services

If it should become necessary for the County to request the Provider to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County and the Provider.

4.5 Late Proposals

Formal proposals, amendments thereto, or requests for withdrawal of proposals received by the County after time specified for proposal opening will not be considered. Any late proposals shall be returned to the submitting Provider.

4.6 Proposals Binding 120 Days

Unless other specified, all formal proposals submitted shall be binding for one hundred twenty (120) calendar days following proposal due date.

4.7 Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof will be granted if the request is received by the Columbia County Accounting Department prior to the specified due date and time.

4.8 Calendar of Events

| Date | Event |
|-------------------|--|
| July 2, 2025 | Date of issue of the RFP. |
| July 23, 2025 | Last day for submitting written inquiries by 2:00 p.m. (CST) |
| July 25, 2025 | Supplements or revisions to the RFP posted to DemandStar/Euna OpenBids and the County's website by 4:30 p.m. (CST). |
| August 7, 2025 | RFPs due by 9:00 a.m. (CST). Three (3) copies of the proposal must be returned to the Columbia County Clerk at the mailing address of 112 East Edgewater Street, Portage, WI 53901 OR submitted via DemandStar/Euna OpenBids . |
| August 7, 2025 | RFP opening at 10:00 a.m. (CST) at the Columbia County Administration Building, 112 East Edgewater Street, Portage, WI 53901 in room 115. |
| November 12, 2025 | Contract can be signed after the budget is adopted. |
| January 1, 2026 | Contract start date. |

5.0 TERMS AND CONDITIONS

5.1 Documents to be Incorporate within this RFP

The Provider will be required to enter into a formal contract with the County. Columbia County Standard Terms and Conditions for Service Contracts apply. See pages 10-13.

6.0 COLUMBIA COUNTY'S RESPONSIBILITIES

Kitchen space, dishwasher, and other kitchen equipment and small wares are provided by the County.

7.0 PROPOSAL SELECTION AND AWARD PROCESS

7.1 Preliminary Evaluation

The proposals will first be reviewed to determine if all requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all Providers do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

7.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of the Providers based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking Provider will be invited to make such presentations. Those that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

7.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected Provider prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Provider, the County may negotiate a contract with the next highest scoring Provider.

7.4 Evaluation Criteria

The proposals will be scored using the following criteria:

| | |
|----------------------------|-----|
| Cost | 35% |
| Experience and Reliability | 25% |
| Expertise of Personnel | 25% |
| Method of Performance | 15% |

7.5 Final Selection

The Columbia County Public Safety Committee shall approve the Provider selected, based on the evaluation results and ranking.

SCHEDULE OF PROFESSIONAL FEES & EXPENSES

RFP TITLE: JAIL FOOD SERVICES

RFP #: COSOFS-07-25

PROVIDER'S NAME: _____

Provide pricing for the following number of inmates:

| <u>Inmate Count</u> | <u>2026 Price per Meal</u> |
|---------------------|----------------------------|
| 0-100 | \$ _____ |
| 101-125 | \$ _____ |
| 126-150 | \$ _____ |
| 151-175 | \$ _____ |
| 176-200 | \$ _____ |
| 201-225 | \$ _____ |
| 226-250 | \$ _____ |
| 251-275 | \$ _____ |
| 276+ | \$ _____ |

Please detail out additional costs to be included (if applicable). Be sure to include if there is a difference in pricing for inmate help vs. non-inmate help.

Additional option to extend for three (3) years:

| <u>Inmate Count</u> | <u>2027 Price per Meal</u> | <u>2028 Price per Meal</u> | <u>2029 Price per Meal</u> |
|---------------------|----------------------------|----------------------------|----------------------------|
| 0-100 | \$ _____ | \$ _____ | \$ _____ |
| 101-125 | \$ _____ | \$ _____ | \$ _____ |
| 126-150 | \$ _____ | \$ _____ | \$ _____ |
| 151-175 | \$ _____ | \$ _____ | \$ _____ |
| 176-200 | \$ _____ | \$ _____ | \$ _____ |
| 201-225 | \$ _____ | \$ _____ | \$ _____ |
| 226-250 | \$ _____ | \$ _____ | \$ _____ |
| 251-275 | \$ _____ | \$ _____ | \$ _____ |
| 276+ | \$ _____ | \$ _____ | \$ _____ |

SIGNATURE PAGE

RFP TITLE: JAIL FOOD SERVICES

RFP #: COSOFS-07-25

PROVIDER'S NAME: _____

We/I, the undersigned, propose to provide food services to Columbia County as herein described in the prices indicated on the Schedule of Professional Fees and Expenses.

We/I, the undersigned, submit that all information and responses provided are complete and accurate to the best of our/my knowledge and that the proposal is a firm and irrevocable offer for 120 days.

Please state any deviations from the requirements contained in this RFP:

Acknowledge any addenda to the RFP below:

| Addendum# | Date |
|-----------|-------|
| _____ | _____ |
| _____ | _____ |

Submitted By: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Date of qualification to do business in Wisconsin: _____

COLUMBIA COUNTY STANDARD TERMS AND CONDITIONS FOR SERVICE CONTRACTS

1. **References to Parties.** The term “Provider” refers to the entity or individual providing services to Columbia County. All references to “Columbia County” or to the “County” are to Columbia County, Wisconsin.
2. **Nondiscrimination/Affirmative Action.** The Provider agrees to act, in accordance with applicable State and Federal law, to not discriminate against any person, including but not limited to an applicant or recipient of services or an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, conviction record, military participation or membership in the national guard, military participation in the state defense force or any other reserve component of the military forces of the United States, or political beliefs. As may be applicable to the underlying Agreement and consistent with the law, the Provider shall use reasonable efforts to develop a balanced workforce proportional to the percentage of minorities and women in the relevant workforce. The Provider shall provide a harassment-free work environment. Upon request, evidence of compliance with this section will be made available.
3. **Professional and Safety Requirements.** The Provider shall fully comply with the safety requirements set forth by the Wisconsin Department of Safety and Professional Standards, OSHA, Wisconsin Department of Transportation, and as otherwise applicable to the Provider’s profession(s), role(s), and duty(s) under the parties’ Agreement; and the Provider shall be responsible for training its own employees on such requirements. The parties shall at all times comply with and observe all Federal and State laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct.
4. **Permits.** As is applicable, any party providing a service under this Agreement shall obtain and maintain all State, Federal, and local permits required for the performance of that service. A copy of such permit(s) shall be provided to the other party upon request.
5. **Quality of Services.** Services provided under this Agreement shall be of good quality and consistent with appropriate and accepted industry standards. To the degree applicable, services shall also meet those requirements as set forth in State, Federal, and local law. All staff performing services under this Agreement shall have sufficient training, knowledge, and expertise to perform the agreed upon services and that they meet all of the applicable licensing and certification requirements. A background check(s) may be required for those Provider staff having particular access to sensitive County technology, confidential information, and/or potentially vulnerable populations. All vendors shall not be and shall certify that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal government.
6. **Efficiency.** The parties shall commence, carry on, and complete obligations under this Agreement with deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws.
7. **Indemnification.** The Provider shall indemnify, hold harmless and defend Columbia County, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage or loss, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which Columbia County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of this Agreement and shall apply to any

and all liability, claims, losses, damages, costs or expenses. Columbia County reserves the right, but not the obligation, to participate in defense without relieving the Provider of any obligation. These provisions shall survive the expiration or termination of this Agreement.

8. **Insurance.** In order to secure the parties' obligations under Paragraph 6, the Provider shall procure and maintain general liability insurance sufficient to cover the potential risks of the project. At a minimum, the Provider shall secure and maintain the following insurance:
- a. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
 - b. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;
 - c. Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident; and
 - d. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence.

The Provider shall add Columbia County, its officers, agents and employees and additional insurers under the Commercial, General, and Automobile policies. Upon the request of the other, each party shall provide a copy of its certificate of insurance to the requesting party. Nothing within this provision shall be construed to waive any defense or statutory right available to either party.

9. **Public Records.** Each party shall maintain all records subject to a valid and appropriate public records request in accordance with applicable law. Unless otherwise provided by law, each party shall maintain all records for at least a period of seven (7) years. Nothing within this provision shall waive any right the party may have in rejecting all or part of a public records request. However, should it occur, the Provider shall provide timely notice of any restricted, redacted, limited, or denied public record(s) response made. In case of controversy or litigation, and without waiver of any right herein, Columbia County retains the right to participate in such.
10. **Assignment.** Neither party may assign its duties or rights to a third party without the written consent of the other party.
11. **Subcontracting.** Neither party may subcontract, sell, transfer, or otherwise dispose of any portion of the contract without the prior written consent of the other party. No subcontractor shall, under any circumstance, relieve either party of its obligations under this contract.
12. **Proprietary Information.**
- a. Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in the response to a request will become County property. Columbia County will work with vendors to meet their confidentiality requirements provided they are within reason. All such proprietary/confidential materials must be clearly marked as such. Pricing will not be held confidential after the award of contract.

- b. Data contained in a bid, all documentation provided therein, and innovations developed as a result of contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of Columbia County.
- c. All proprietary information will be handled in accordance with the law, specifically including Wis. Stat. ch. 19, subchapter II, known as the Wisconsin Public Records Law. The Provider shall be expected to defend its determination(s) in the event of litigation or controversy.

13. **Confidentiality.** As may be applicable to this Agreement, each party shall secure and protect confidential information from any party not allowed access to such information. Additionally,

- a. In connection with the performance of the work prescribed in this Agreement, it may be necessary for Columbia County to disclose to the Provider certain information that is confidential and / or proprietary. The Provider shall not use such for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Provider shall hold all such information in confidence and shall not disclose it to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such information and in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.
- b. The Provider shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of this information while in its possession or control including transportation, whether physically or electronically.
- c. The Provider and its employees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.
- d. The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Provider or its agents, employees, successors, assigns, subcontractor, or any party claiming an interest in this Agreement on behalf of or under the rights of the Provider following any termination.
- e. The Provider shall advise all of their agents, employees, successors, assigns of the restrictions, present and continuing, set forth herein. The Provider shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by the Provider, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

14. **Cancellation.** Columbia County reserves the right to terminate any contract in whole or part without penalty due to non-appropriation of funds or failure of vendor/contractor to comply with terms, conditions, performance, and specifications of a contract.

15. **Force Majeure.** Neither party shall be in default by reason of any failure in performance of a contract in accordance within reasonable control and without fault or negligence on its party. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, loss of funding, fires, floods, epidemics or pandemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

16. **Choice of Laws and Venue.** This contract shall be governed by the law of the State of Wisconsin; and the venue for any legal action between the parties shall be Columbia County, or if applicable, the United States District Court for the Western District of Wisconsin.
17. **Change in Law.** The parties recognize that this Agreement is at all times subject to applicable Federal, State, and local laws. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations due to new legislation or by judicial decision. Such changes shall be fully incorporated into the terms of the parties' Agreement. Any provisions of law that invalidates, or becomes inconsistent with, the material terms and conditions of the parties' Agreement or that would cause one or both of the parties to be in violation of law shall be deemed to have superseded the terms of this Agreement; and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s).
18. **Severability.** If any provision of this agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this agreement shall remain operative and binding on the parties.
19. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties. Any prior agreement, promise, negotiation, or representation, whether oral or written, not expressly set forth within this Agreement shall have no force or effect.
20. **Taxes.** Columbia County and its departments are exempt from the payment of all Federal, Wisconsin, and local taxes on its purchases except Wisconsin excise or occupation tax on its purchase of motor vehicle fuel.
21. **Independent Contractor.** No employee-employer relationship is created by this agreement on behalf of either party. Both parties are independent from each other and their relationship is contractual in nature. Each party's employees, officers, and agents shall be under the sole and exclusive direction and control of that party. Both parties understand and agree that (i) Columbia County will not withhold from the Provider, any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to the Provider, (ii) the Provider shall be solely responsible for providing its own worker's compensation insurance, and (iii) all of such payments as may be required by law are the sole responsibility of the Provider. In the event the Internal Revenue Service or Wisconsin Department of Revenue should question the independent contractor status of the Provider, the parties hereto mutually agree that both Columbia County and the Provider shall have the right to participate in any discussion, negotiation or resolution occurring with the Internal Revenue Service or Wisconsin Department of Revenue, regardless of with whom such discussions or negotiations are initiated.
22. **Legal Status.** The Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and that the person executing this Agreement on its behalf is authorized to do so.
23. **Personnel.** Each shall secure, at its own expense, all personnel necessary to carry out the party's obligations under this Agreement.
24. **Use of Titles and Headings.** Titles and headings herein are inserted for convenience only and shall not affect the construction of these terms and conditions.