



COLUMBIA
COUNTY

REQUEST FOR PROPOSALS (RFP)

DEVELOPMENT OF ARCGIS PRO PARCEL FABRIC

COLUMBIA COUNTY LAND INFORMATION

Issued: April 23, 2025

Due: June 9, 2025

RFP#: LI-04-25

Columbia County, Wisconsin

John Grams, Land Information Director

112 East Edgewater Street

Portage, WI 53901

(608) 742-9616

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1.0 PROJECT OVERVIEW

1.1 Purpose of Request

The Columbia County Land Information Department requires assistance in its development and migration of the current GIS tax parcel data into the ArcGIS Pro Parcel Fabric.

ArcGIS Pro parcel fabric is a comprehensive framework for managing, editing, and sharing parcel data in a multiuser environment. Benefits of switching to ArcGIS Pro parcel fabric include improved accuracy of spatial data, automated workflows leading to more efficient data editing, and ability to view historical parcel data further improving the County's land records.

Our current tax parcel GIS data was created using ArcMap software which will no longer be supported by ESRI in March 2026. Therefore, this project will need to be completed no later than 11:59 p.m. (CST) on December 31, 2025.

1.2 Background

1.2.1 County Organization

Columbia County encompasses an area of 771 square miles in south central Wisconsin. The County is located approximately 100 miles northwest of Milwaukee and 25 miles north of Madison. The County consists of four cities, ten villages and twenty-one townships with a population estimate of 57,980. The County seat is located in the City of Portage. The legislative body of the County is the Board of Supervisors, consisting of 28 members who are elected by districts to two-year terms in even-numbered years. From its members, the Board elects a Chairperson, First Vice-Chairperson, and a Second Vice-Chairperson.

1.2.2 Land Information Department

The Columbia County Land Information Department was established to provide the public with access to land records and pertinent data regarding property located within Columbia County. The Department is responsible for the following functions:

- Real Property Listing and Assessment Management
- Geographic Information System and Mapping
- Land Records Modernization that includes Coordination and Storage of Property Survey Records
- Land Information Officer Duties
- Office of the County Surveyor

1.2.3 County GIS

County GIS parcel data is stored in NAD 1983/91 Wisconsin coordinate system in US survey feet referenced to the Columbia County High Accuracy Reference Network (HARN). The data is stored in an ArcSDE geodatabase 11.1 utilizing Microsoft SQL Server 2022. All digital map data produced for this project shall be delivered in this same coordinate system and shall match the current geodatabase structure.

2.0 SCOPE OF SERVICES

2.1 General

Columbia County (County) is soliciting the services of a qualified GIS professional (Proposer).

2.2 Purpose and Work to be Performed

The purpose of this project is to migrate the current parcel geodatabase to the latest ArcGIS Pro Parcel Fabric platform to take advantage of the latest technology and benefits such as efficient editing and automated parcel history preservation. As such, the Proposer shall perform all of the following:

- 2.2.1 Provide a project implementation plan to include: project team/points of contact, team qualifications, similar project examples, description of how existing features will be converted, QC/QA procedures, project timeline, and training agenda.
- 2.2.2 Assess current county parcel data. The County is aware that there are issues with the data that may prevent direct migration to the Parcel Fabric. The County requests that the Proposer identify any deficiencies and shall recommend a resolution for each.
- 2.2.3 Proposer shall migrate the reviewed and cleaned parcel data to ArcGIS Pro parcel fabric. Proposer shall meet with the County on a regular, agreed upon basis and provide project status, on-going challenges, and other relevant updates.
- 2.2.4 Upon completion of the migration to ArcGIS Pro parcel fabric, Proposer will provide a plan for training County staff on editing and maintaining parcels within the parcel fabric. Training topics should include: LGIM parcel publishing, parcel fabric editing environment, parcel editing workflows, and parcel fabric adjustment.

3.0 PROPOSER QUESTIONS

Proposers are reminded to carefully examine this RFP upon receipt. A written request may be made to John Grams, Land Information Director, at john.grams@columbiacountywi.gov or (608) 742-9616, 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 Monday, May 19, 2025. Questions received after that time will not be considered. Questions and answers will be posted to [DemandStar](#) and the [County's website](#) on Wednesday, May 21, 2025 by 4:30 p.m. (CST). Contact with personnel of the County other than Columbia County Land Information 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 (1) of two (2) 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.

OR

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

- 4.1.2 All proposals must be submitted and received no later than 9:00 a.m. (CST) on Monday, June 9, 2025. Bids will be publicly opened and read at 10:00 a.m. (CST) on Monday, June 9, 2025, at Columbia County Administration Building, 112 East Edgewater Street, Portage, WI 53901 in room 115.
- 4.1.3 Proposer 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.
- 4.1.4 Proposer is 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 Monday, June 9, 2025, for a Proposer to be considered:

- 4.2.1.1 Title Page** – showing the request for proposals’ subject; the Proposer’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 Proposer’s understanding of the work to be done, the commitment to perform the work within the time period, and a statement why the Proposer 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 Form on page 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 page must have the authority to represent the Proposer relative 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 Proposer seeking to perform these GIS 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 Proposer and of the particular staff to be assigned to this engagement.

The Proposer should be prepared simply and economically, providing a straightforward, concise description of the Proposer’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 Proposer's Supervisory and Staff Qualifications and Experience

The Proposer should state the size of the firm, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement. Provide information on the government experience of each person. 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.

Explain experience in performing feasibility studies. Explain experience with government entities.

4.3.3 Similar Engagements with Other Government Entities

For the Proposer's office 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.

4.3.4 Identification of Anticipated Potential Problems

The Proposer should identify and describe any anticipated potential problems, the Proposer's approach to resolving these problems and any special assistance that will be requested from the County. It should also indicate what assistance that may be required of County staff.

4.4 Cost Proposal

Use the Schedule of Professional Fees and Expenses on page 8 to submit your proposed cost for the engagement.

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 Proposer 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 Proposer.

4.4.3 Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and additional work incurred in accordance with the Proposer's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month. The Proposer will submit detailed monthly invoices to include the hourly rate, number of hours worked, and the services performed.

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 Proposer.

4.6 Proposals Binding 60 Days

Unless other specified, all formal proposals submitted shall be binding for sixty (60) 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
April 23, 2025	Date of issue of the RFP
May 19, 2025	Last day for submitting written inquiries by 2:00 p.m. (CST)
May 21, 2025	Supplements or revisions to the RFP posted to DemandStar and the County's website by 4:30 p.m. (CST)
June 9, 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 .
June 9, 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.

5.0 TERMS AND CONDITIONS

5.1 Contract

Columbia County Standard Terms and Conditions for Service Contracts apply shall apply. See pages 10-13.

5.2 Termination of Contract for Cause

If through any cause, the Proposer shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Proposer shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Proposer specifying the effective date thereof, at least five days before the effective date of such termination. The County may allow the Proposer a reasonable amount of time to cure a breach of the terms of this contract if the breach is amenable to a cure. County shall not unreasonably withhold such permission. In such event, all finished or unfinished documents, data, reports or other materials related to the services prepared by the

Proposer under this contract shall, at the option of the County, become the property of the County.

Notwithstanding the above, the Proposer shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Proposer, and the County may withhold any payments to the Proposer for the purpose of set off until such time as the exact amount of damages due to the County from the Proposer is determined.

5.3 Amendments to Contract

The parties will enter into a contract reflective of this RFP process. That contract may be modified only by a written amendment to the contract signed by both parties.

5.4 Indemnification and Defense of Suits

The Proposer agrees to indemnify, hold harmless, and defend the County, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful respondent, its employees, agents or subcontractors.

5.5 Record Retention

The Proposer will be responsible for its own maintenance of records during the scope of this project. Records created in the performance of this matter shall be deemed the property of the County and shall be returned to the County upon the project's completion. Nothing, however, releases the Proposer from its obligations under Wis. Stat. § 19.36(3).

5.6 Performance Bond

Chosen Proposer shall provide a Performance Bond in the amount of 100% of the accepted bid (i.e., contract price). The surety for a Performance Bond shall meet the requirements of Wisconsin law.

6.0 TIME REQUIREMENTS

6.1 Date Project May Commence

The project may commence after the award has been granted. The bid shall indicate earliest possible date of commencement.

6.2 Schedule for Project

The project shall be completed no later than 11:59 p.m. (CST) on December 31, 2025.

6.3 Reporting

The Proposer shall keep the department informed. Any event that could result in a delay in meeting deadlines shall be reported to the department immediately. After fieldwork is complete, the Proposer shall keep the department informed of the progress of completion. Any deliverables that are due from the County and are necessary to complete this project but have not yet been delivered to the Proposer in a timely manner shall be reported immediately.

7.0 ASSISTANCE TO BE PROVIDED BY THE COUNTY

7.1 Land Information Staff Assistance

The Land Information Department staff will be available during business hours to assist with the applicable coordination of systems and information and with logistical aspects related to project.

7.2 Management Information Systems (MIS) Assistance

Proposer shall work with MIS in the performance of the project.

7.3 Work Area, Telephones, Photocopying and Fax Machines

Upon request, the County will provide the Proposer with reasonable workspace. The County requests that the Proposer use cell phones to make long distance calls. Additionally, the County does consider that most of this project may be done remotely.

8.0 PROPOSAL SELECTION AND AWARD PROCESS

8.1 Preliminary Evaluation

The proposals will first be reviewed to determine if all requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected. In the event that all proposers 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.

8.2 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to waive any informality, to reject any or all proposals; to cancel this proposal; to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract; and to award the project in a manner that is most advantageous and satisfactory to the determination of the County. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

8.3 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of Proposers 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 Proposers will be invited to make such presentations. Those Proposers that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

8.4 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%

8.5 Final Selection

The Columbia County Executive Committee shall approve the selected proposal, based on the evaluation results and ranking.

SCHEDULE OF PROFESSIONAL FEES & EXPENSES

RFP TITLE: Development of ArcGIS Pro Parcel Fabric

RFP #: LI-04-25

PROPOSER'S NAME: _____

ESTIMATED COMPLETION DATE: _____

TOTAL COST FOR ALL GIS SERVICES DESCRIBED IN THIS RFP: \$ _____

(amount in words)

Please detail out additional costs to be included (if applicable): _____

SIGNATURE FORM

RFP TITLE: Development of ArcGIS Pro Parcel Fabric

RFP #: LI-04-25

We, the undersigned, propose to provide GIS services to Columbia County as herein described at the prices indicated in the Schedule of Professional Fees and Expenses.

We, the undersigned, submit that all information and responses provided are complete and accurate to the best of our knowledge and that the proposal is a firm and irrevocable offer for 90 days.

Please state any deviations from the requirements contained in this RFP. Acknowledge any addenda to the RFP below:

Addendum#

Date

_____	_____
_____	_____

SUBMITTED BY

Proposer's Name: _____

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.