

Dane County Contract Cover Sheet

Revised 01/2022

Res 417
Significant

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	BioFerm Energy Systems	MUNIS #	18034
Brief Contract Title/Description	WASTE AND RENEWABLES CONTRACT FOR PURCHASE OF TECHNICAL ENGINEERING AND PROGRAMMING SUPPORT FROM BIOFERM ENERGY SYSTEMS, LLC.		
Contract Term	5 years		
Contract Amount	\$200,000.00		

Contract # Admin will assign	14789
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Lindsey Carlson	Name	Jubilee Krump
Phone #	608-405-2036	Phone #	608-467-5523
Email	carlson.lindsey@countyofdane.com	Email	KruJ@biofermenergy.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input checked="" type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req # 925	Org: SWMETHGO	Obj: 30263	Proj:	\$ 100,000.00
	Year 2022	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	417
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 7/11/22 Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, July 12, 2022 10:01 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14789
Attachments: 14789.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Gault, David	Read: 7/12/2022 12:49 PM	Approve: 7/12/2022 12:50 PM
	Patten (Purchasing), Peter		Approve: 7/12/2022 12:01 PM
	Lowndes, Daniel	Read: 7/13/2022 10:32 AM	Approve: 7/13/2022 10:32 AM
	Stavn, Stephanie	Read: 7/12/2022 10:19 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14789
Department: Waste & Renewables
Vendor: BioFerm Energy Systems
Contract Description: Purchase of Technical Engineering & Programming Support (Res 417)
Contract Term: 8/1/22 – 12/31/26
Contract Amount: \$200,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

Goldade, Michelle

From: Krohn, Margaret
Sent: Wednesday, July 13, 2022 3:39 PM
To: Goldade, Michelle
Subject: Approve: Contract #14789

DANE COUNTY CONTRACT # 14789

Revised 7/2022



Department: Waste & Renewables
Provider: BIOFerm Energy Systems, LLC
Expiration Date: December 31, 2026
Maximum Cost: \$200,000

Registered Agent (if applicable): RESIDENT AGENTS INC.
(FICT NAME)
REGISTERED AGENTS INC.
2800 E. Enterprise Ave,
Registered Agent Address: Suite 333
Appleton, WI 54913

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and BIOFerm Energy Systems, LLC (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of technical engineering and programming support; and

WHEREAS PROVIDER, whose address is 3 Point Pl, Ste 100, Madison, WI, 53719, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide to the County the services set forth in the attached Schedule A (the "services" or "Services"), which is fully incorporated herein by this reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

- B. PROVIDER shall provide the Services to the County in accordance with this Agreement and all applicable laws.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to provide the Services to the County. Such personnel shall not be deemed to be employees of COUNTY, nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all requirements necessary to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. While providing the services to the County, the PROVIDER will follow applicable public health requirements of Provider. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 ("COVID-19 Risk") by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming the COVID-19 Risk and accepts sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, arising out of COVID-19 that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges COUNTY, its employees, agents, and representatives, of and from any and all COVID-19 claims. PROVIDER understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, not to be unreasonably, withheld, conditioned or delayed, including the hiring of independent contract service providers, unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY. COUNTY shall not assign or transfer any interest or obligation in this Agreement, without the prior written consent of PROVIDER, not to be unreasonably withheld, conditioned, or delayed.

IV. TERMINATION:

- A. PROVIDER'S failure to perform any of its obligations under this Agreement in a timely manner and the continuation of such failure for ten (10) business days after the COUNTY provides written notice thereof to PROVIDER shall constitute a default of this Agreement, and thereafter COUNTY may terminate this Agreement by giving a thirty (30) day written termination notice to PROVIDER.
- B. Notwithstanding the foregoing in IV.A., the following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 3. failure of PROVIDER to comply with reporting requirements contained herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice; provided, however, (1) COUNTY shall use its best efforts to cause the appropriation of sufficient funds; and (2) County obligations related to payment that accrue prior to any such termination shall survive any such termination along with PROVIDER'S remedies for County's failure to make such payments.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like, with the exception of Confidential Information as defined in Article V, prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, subject to and conditioned upon COUNTY paying PROVIDER just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for actual damages incurred by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- E. In the event that PROVIDER is rendered unable by reason of an event of Force Majeure to perform, wholly or in part, any obligation or commitment set forth in this Agreement, then, upon PROVIDER giving notice and full particulars of such event as soon as practicable after the occurrence thereof, the obligations of both PROVIDER and COUNTY, except for unpaid financial obligations arising prior to such event of Force Majeure, shall be suspended to the extent that such Party is affected by such event of Force Majeure, and the date upon which any obligation under this Agreement is to be completed, other than financial or monetary, obligations, shall be extended one day for each day that an event of Force Majeure is in existence. The term "Force Majeure" as used in this Agreement shall mean any cause, whether of the kind enumerated herein or otherwise, not reasonably within the control of the Party claiming Force Majeure, such as acts of God, strikes, lockouts or industrial disputes or disturbances, civil disturbances, arrests and restraint from rulers of people, interruptions by government or court orders, present and future valid orders, decisions or rulings of any government or regulatory entity having jurisdiction, acts of a public enemy, wars (declared or undeclared), invasions, riots, blockades, insurrections, epidemics, pandemics, landslides, lightning, earthquakes, fire, storms, floods, washouts, inclement weather which necessitates extraordinary measures and expense to maintain operations, explosions, inability to obtain or delays in obtaining or excessive costs in obtaining materials, supplies, permits, labor, easements or rights of way, or making alterations to the Plant.

V. CONFIDENTIALITY:

In connection with the performance of PROVIDER'S services under this Agreement, COUNTY may receive or have access to Confidential Information (as defined below) of PROVIDER. Such Confidential Information shall be subject to the following terms and conditions, with exception as noted in subsection A which shall supersede any conflicting terms as outlined in this Agreement:

- A. Confidential Information of PROVIDER (as defined below) under this Agreement are subject to release in response to legal process and/or Wisconsin Public Records Law.
- B. For purposes of this Agreement, "Confidential Information" includes, without limitation, the following confidential and/or proprietary information of PROVIDER relating to its business operations: the Instructions and Manuals, Specifications, contract documentation, trade secrets, ideas, processes, methods, data, research, reports, know-

how, technology, discoveries, developments, designs, drawings, schematics, inventions, techniques, marketing strategies, forecasts, new service information, unpublished financial statements and other financial information, budgets, business plans, projections, prices, costs, any and all information regarding suppliers, clients, and Owners, and prospective suppliers, clients, and Owners, all agreements with suppliers and clients, and all other confidential information disclosed by PROVIDER, or otherwise received or obtained by COUNTY or its affiliates, employees or agents, whether in writing, orally or otherwise, regardless of whether such information is expressly identified as confidential. "Confidential Information" shall not include information which: (a) at the time of such disclosure was within the public domain, (b) becomes part of the public domain other than through the act, omission or fault of COUNTY or any of its affiliates, directors, officers, employees or agents, or (c) which is required to be disclosed under Applicable Law, provided, COUNTY shall (i) immediately notify PROVIDER of such required disclosure so as to permit PROVIDER to seek a protective order, and (ii) limit any such disclosure to only that information required to be disclosed under Applicable Law.

- C. Beginning on the Effective Date of this Agreement and continuing thereafter, (a) COUNTY shall maintain and cause to be maintained all Confidential Information in strict confidence, and (b) COUNTY shall not, directly or indirectly, use or disclose, or permit the use or disclosure of, any Confidential Information except as necessary to facilitate the terms and provisions of this Agreement. Any authorized disclosure of Confidential Information shall be made only to those employees and agents of COUNTY who require access to such information in order to facilitate the terms and provisions of this Agreement. COUNTY shall not, at any time following expiration or termination of this Agreement, directly or indirectly, use or disclose (or permit the use or disclosure of) any Confidential Information whether or not in competition with PROVIDER, except in response to legal process and/or Wisconsin Public Records Law. The provision of this Section shall expressly survive the expiration or earlier termination of this Agreement.
- D. COUNTY hereby acknowledges and agrees that all Confidential Information, in whatever form, is and shall remain the property of PROVIDER and COUNTY shall have no rights or interest therein. PROVIDER shall retain exclusive ownership and control of the Confidential Information, including any information and documentation supplied according to this Agreement. COUNTY shall only have a right to use the Confidential Information in connection with the operation of the Plant, and/or in response to legal process and/or Wisconsin Public Records Law. PROVIDER shall provide any information requested by COUNTY within seventy-two (72) hours of receiving a written request from the COUNTY for such information. COUNTY may only disclose the Confidential Information to those employees of COUNTY with a need to know such Confidential Information in order to operate, maintain, and repair the Plant, and/or in response to legal process and/or Wisconsin Public Records Law. Reverse engineering of any of the PROVIDER Confidential Information is expressly prohibited.
- E. Following the expiration or earlier termination of this Agreement for any reason, COUNTY shall, upon request of PROVIDER, return or cause to be returned to PROVIDER all Confidential Information, in any and all forms, in COUNTY'S possession or under its control except for any records pertaining to the operation or maintenance of the Plant. Notwithstanding the foregoing, COUNTY may retain copies of documents containing Confidential Information if, and only to the extent, necessary to permit COUNTY to operate and maintain the Plant, and to maintain its records in compliance with Applicable Law.
- F. If the COUNTY receives a public records request pursuant to Wis. Stat. § 19.32 et seq. (a "Request"), the COUNTY shall immediately notify PROVIDER of the Request, and provide PROVIDER with all records the COUNTY deemed are subject to disclosure pursuant to the Request. The COUNTY shall permit, and PROVIDER shall expeditiously complete, a review and designation of any information PROVIDER deems a trade secret as defined in Wis. Stat. § 134.90(1). PROVIDER agrees to fully defend and indemnify COUNTY from all costs, damages and expenses, including reasonable attorney's fees, related to honoring any such designation. The entire burden of maintaining and defending the trade secret designation shall be upon the PROVIDER. The PROVIDER

acknowledges and agrees that if PROVIDER shall fail to defend the trade secret or be unsuccessful in its defense of that designation, COUNTY shall be obligated to and will release the information.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

Notices, bills, invoices, and reports required by this Agreement shall be in writing to the other party at such address as the other party may designate. In relation to communications other than legal notices under this Agreement, each party may communicate with and provide information to the other party in whatever medium deemed appropriate. This may include the use of e-mail, the internet or other electronic means, in the place of paper communications.

VIII. INSURANCE & INDEMNIFICATION:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO

endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as a part of this Agreement and before permitting any of PROVIDER's subcontractors to perform any work under this Agreement PROVIDER shall either (1) require each subcontractor to procure and maintain, during the life of the subcontracts, Subcontractor's Commercial General Liability and Property Damage Insurance of the types and in amounts as may be applicable to the services, (2) insure the activities of subcontractors in PROVIDER's own policy.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve

component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, , the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include nature of the complaints and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National

Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. MEDIA AND MARKETING RELEASE:

COUNTY shall make reasonable accommodations to allow PROVIDER to bring PROVIDER'S prospective customers to tour the facility at 7102 US Hwy 12, Madison WI 53718 from time to time and for the PROVIDER to share general information regarding the facility indefinitely after completion. PROVIDER shall give notice to COUNTY of planned visits, at least 5 business days prior to arrival. Planned visits shall occur within normal working hours, as outlined in Schedule A. No confidential information will be released by PROVIDER during these tours. Notice to COUNTY shall be in writing to designated COUNTY representative for the facility and include the nature of the visit and the organization that the visitors represent. Visitors shall follow all COUNTY safety protocols, and shall complete PROVIDER'S Plant Tour Forms included as Schedule C.

XVI. LIMITATION OF AGREEMENT:

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVII. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVIII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XIX. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XX. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XXI. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXII. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXIII. NO WARRANTY:

PROVIDER is performing the services, and COUNTY is accepting the services, without WARRANTIES, EXPRESS OR IMPLIED, AND PROVIDER SPECIFICALLY DISCLAIMS ON BEHALF OF ITSELF, ITS SUBCONTRACTORS, IF ANY, AND SUBSUPPLIERS, IF ANY, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE SUITABILITY, OR PERFORMANCE.

XXIV. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:



Nadeem Afghan
BIOFerm Energy Systems, LLC
President and CEO

7/11/2022

Date

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

I. Scope

- A. Dane County Department of Waste & Renewables (W&R or OWNER) owns and operates a Renewable Natural Gas (RNG) Plant that converts landfill gas (LFG) to pipeline quality RNG that is injected into the interstate transmission pipeline. This scope of services is for technical engineering and programming support to Dane County staff performing operations and maintenance (O&M) of the RNG Plant and LFG systems at will/request of COUNTY.
- B. Technical Engineering service requested by the COUNTY may include a wide array of services including but not limited to the following items:
1. General engineering services, technical assistance, and programming support for the operations and maintenance of the RNG Plant.
 2. Technical engineering support with troubleshooting and correcting operational issues with the RNG Plant.
 3. Assistance with analysis of RNG Plant performance including diagnosis of shutdowns, failures, and tracking of other key performance indicators
 4. Assistance with engineering studies to identify performance issues and identify solutions to improve operations and RNG Plant efficiency.
 5. Engineering and design services for RNG Plant modifications, expansions or repairs
 6. Maintenance or development of as-built documentation, process flow diagrams, drawings, and figures.
 7. Training of COUNTY staff.
 8. Operate and maintain the RNG Plant due to emergent issues, lack of staffing, or other need by COUNTY. Such services shall commence after mutual agreement of scope of work in a written format as agreed upon by COUNTY and PROVIDER. Expectations for operational support include:
 - a. Plant Operator Role – “Regular Hours” (M-F, 6:30AM-3:30PM)
 - i. Complete daily rounds using provided checklist; record data; collect samples; check liquid drain points
 - ii. Produce reports using COUNTY provided documentation
 - iii. Manage PSA timers; Respond to call out alarms; Complete general system HMI actions needed
 - iv. General maintenance/ labor under direction and supervision of COUNTY staff
 - b. Plant Operator Role – Non Regular Hours
Includes “Daily After Hours (3:30PM-7:00AM CST), Weekend Hours (3:30PM Friday – 7:00AM Monday CST), and Holiday (3:30PM day before holiday – 7:00AM day after holiday CST)
 - c. Operations Support Services labor hours shall be tracked on “BIOFerm On-Site Time Log” and submitted to Plant staff for approval weekly and before invoicing COUNTY. Written notification shall be provided to PROVIDER within three business days.
- C. PROVIDER shall have the right to refuse providing services, and will inform the COUNTY in writing of any such reasons for refusal. With exception of the reasons listed below, COUNTY shall have a right to review, accept or deny reasons by PROVIDER for refusal of providing services:
1. Unsafe work conditions

2. Events constituting a Force Majeure as defined in this Agreement.

II. Time and Place of Service

- A. Location
Service shall be performed at the RNG Plant located at Dane County Department of Waste & Renewables Landfill Site #2, address 7102 US Hwy 12&18, Madison WI 53718.
- B. Hours of Routine and Scheduled Maintenance
Hours of routine and scheduled service under this Agreement shall be the normal working hours, excluding holidays, of COUNTY and PROVIDER. Such services shall be performed at a mutually agreed upon time. Normal working hours for COUNTY are Monday – Friday 7:00AM to 3:30PM CST.
- C. Hours of Emergency Services
On call emergency services requested by COUNTY shall include work performed outside of normal working hours (“off hours”). In all cases, PROVIDER shall acknowledge and provide anticipated response time within 24 hours of first contact using any method in Schedule A. PROVIDER shall make all commercially reasonable efforts to meet COUNTY requests for service within 48 hours of request. Emergency service shall be billed per the specified terms in Schedule B. COUNTY off hours are defined as:

After Hours:

Daily
3:30PM - 7:00AM CST

Weekend Hours:

3:30PM Friday – 7:00AM Monday CST

Holiday On-call Schedule

3:30PM day before holiday – 7:00AM day after holiday CST

III. Work Requests and Authorization

All work and orders are at the will/request of the COUNTY. PROVIDER shall obtain written approval to proceed with services prior to starting work. Work requests may be submitted via

- A. A phone call to PROVIDER’S representative which would constitute a valid initiation point for an emergency ticket (e.g. if not submitted directly in JIRA per para B below)
- B. A service request within the PROVIDER’S Service Ticket Acceptance System, hereon referred to as JIRA. A service request through JIRA would constitute a valid authorization of a work order and approval to proceed with services up to \$10,000. For single service requests exceeding \$10,000 PROVIDER shall provide COUNTY with a firm quote for anticipated additional services to reach resolution. By submitting a service ticket, the COUNTY:
 1. Confirms COUNTY staff who submitted the ticket has authorization to allow work to be performed, and is an authorized officer to release approval to commence service work.
 2. Confirms PROVIDER will be allowed access into the HMI system in order for PROVIDER to make the necessary changes to address the service ticket.
 3. Will provide the following information as required in the Service Support Ticket submission
 - a. Issue requiring resolution
 - b. Emergency – if this is an emergency and how soon do you need a response back, and to whom
 - c. Services & support – if this is for services and support needed on this equipment, maintenance, or operations
 - d. Investigation/evaluation – is this an inquiry for an evaluation
 - e. Warranty

4. If PROVIDER does not respond within 72 hours of submitting the service ticket, an additional 5% discount will be applied towards the final invoice.
5. Per each Service Ticket, a final close out report or a Client Work Acceptance document will be provided to COUNTY when work is completed. COUNTY signature may be required. If PROVIDER does not receive a response after 10 business days, ticket will be considered completed and closed to the COUNTY's satisfaction.

IV. PROVIDER Responsibilities

Following is a summary of the support and service which PROVIDER will be dedicated to, to make sure that all tasks are completed.

1. Biweekly check-in meeting to be scheduled by the COUNTY, attended by at least one PROVIDER Engineer or Project Manager.
2. Administration of JIRA ticketing system and access for all staff requested by COUNTY.
3. PROVIDER shall not attempt nor make RNG Plant control system modifications, both physical and programmatic, without prior written approval by COUNTY. Work shall be scheduled and optionally witnessed at COUNTY's discretion.
4. PROVIDER shall not provide sub-contractors direct or remote RNG Plant control system access with prior written approval. Requests for approval shall include name of party, reason for access, and length of time required not to exceed one year.

V. COUNTY Responsibilities

- A. COUNTY will provide a safe work environment for all PROVIDER'S staff.
- B. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER's obligations as described in this AGREEMENT.
- C. Authorization for time and materials work shall be provided by the COUNTY prior to commencement of work.

SCHEDULE B

Payment and Pricing Structure

I. Payment

A. Purchase Order

COUNTY to issue a blanket PO to PROVIDER for invoicing purposes prior to commencement of on-site work.

B. Quotes

When a ticket has been requested through the Jira service portal by COUNTY, PROVIDER will not be required to submit a formal written quote for incidental services as long as the estimated time to complete the request is 8 service hours or less. Where the anticipated time would exceed 8 hours, PROVIDER shall provide a written quote for technical engineering services. The quote shall include a description of the tasks to be completed, the number of hours that are anticipated and the personnel/billing rates that will be charged. Note that communication of the estimated additional hours is deemed valid if initiated through Jira, through an email directly to a COUNTY representative, or through a formal written quote. Likewise, the COUNTY's written response to any of these methods is deemed a valid authorization to continue with additional work.

C. Invoicing

PROVIDER shall bill engineering services on a time and materials basis in accordance with the rate table included in Schedule B and/or the quotes supplied for individual projects/tasks. PROVIDER shall issue an invoice for services approximately bi-weekly for ongoing activities, or upon completion of services for short-duration requests. Service hours are subject to be invoiced approximately every 2 weeks until completion or after completion of service ticket. PROVIDER will invoice for installation fees within 60 days after work is completed. Invoices must reference the COUNTY purchase order number issued for the services/deliverables described herein. Invoices shall be sent to COUNTY electronically at invoices-waste@countyofdane.com.

D. Supporting Documentation

For each contract year, the PROVIDER shall track the total amount of work authorized to date, total hours billed, and work outstanding and provide an updated summary with each invoice.

E. Payment Terms

Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise agreed to in writing by PROVIDER. COUNTY shall pay PROVIDER directly.

PROVIDER shall be paid on the basis of work completed, when completed per each of the attached quotations.

E. COUNTY may increase the cost and scope to include additional services outside what is outlined in this agreement as mutually agreed upon by PROVIDER and COUNTY, in a written format as agreed upon by COUNTY and PROVIDER. Capital projects shall have a designated project number and be added in the form of an Addendum to this AGREEMENT.

F. PROVIDER whose work is found deficient or fails to conform to the requirements set forth in the AGREEMENT, is not entitled to further payments, until corrected to the satisfaction of the COUNTY.

G. Payments to the PROVIDER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the PROVIDER. COUNTY will notify the PROVIDER in writing of the alleged, specified damages and amounts involved within fourteen (14) days. Services that are found to be deficient or fail to conform to the requirements set forth in the AGREEMENT will not entitle the PROVIDER to further payments, until corrected to the satisfaction of the COUNTY.

- H. In the event that COUNTY cancels the Agreement it will be responsible for reimbursing PROVIDER for any expenses PROVIDER has incurred prior to the date of cancellation. Further, COUNTY shall reimburse PROVIDER for any costs or expenses for which PROVIDER is obligated as the result of a commitment being made by the PROVIDER prior to the cancellation date of the Agreement.

II. Contract Term

The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. It is COUNTY's intention to establish a two year contract with PROVIDER, plus three optional renewal years. Unless notified in writing by either Party at least 90 days before renewal, the contract term shall automatically renew in option years 1 through 3.

Year	Term
1st Year	(Date of Execution) thru December 31, 2022
2nd Year	January 1, 2023 thru December 31, 2023
1st Renewal Year	January 1, 2024 thru December 31, 2024
2nd Renewal Year	January 1, 2025 thru December 31, 2025
3rd Renewal Year	January 1, 2026 thru December 31, 2026

III. Schedule of Estimated Costs

Contract Term (Year)	Description of Work	Estimated Contract Amount
2022	Engineering Services	\$90,000
	Special Project (TBD)	(addendum needed)
2023	Engineering Services	\$40,000
	Special Project (TBD)	(addendum needed)
2024 (Optional)	Engineering Services	\$30,000
	Special Project (TBD)	(addendum needed)
2025 (Optional)	Engineering Services	\$20,000
	Special Project (TBD)	(addendum needed)
2026 (Optional)	Engineering Services	\$20,000
	Special Project (TBD)	(addendum needed)
Total		= \$200,000

- A. Engineering Services as defined in Schedule A. Single service responses are not to exceed \$10,000 without prior authorization and a firm quote provided to COUNTY by the PROVIDER
- B. The scope of services for Special Projects will be added to this contract via addendum upon project determination and outline of scope.
- C. Expenses will be invoiced separately. In the event PROVIDER'S staff are required to travel to the project site, visitation travel expenses, lodging, and meals accrued during service work and any travel incidentals will be invoiced at actual plus 10% handling charge
- D. Any goods and/or materials required to complete work will be quoted and invoiced separately through a parts/consumables/equipment order.

IV. Maximum Cost

The PROVIDER shall not be paid more than the sum of \$200,000 for its obligations of this agreement over the three year contract term, plus the two optional renewal years unless additional scope of services is approved by the COUNTY prior to commencement of work. COUNTY may increase the contract amount as mutually agreed upon by PROVIDER and COUNTY

V. Hourly Rates

A. PROVIDER rate sheet shall be provided to COUNTY for review annually as an update to Attachment 1 of Schedule B.

VI. Discounted Rates

A. PROVIDER shall bill COUNTY at PROVIDER'S hourly rates unless hours billed reaches minimum quarterly amounts listed in the table below:

Minimum Quarterly Hours Billed	% Discount from Standard Rates
30	5%
60	10%
90	15%
120	20%
150	25%

B. COUNTY will be invoiced at rates per para A above. Discount that will be applied to rates will be assessed at the end of each quarter. Based on the amount of hours billed to the COUNTY, a discount will be applied to the hours billed for that quarter. A credit for the difference between the amount billed at hourly rates and the revised amount with the discount will granted to the COUNTY.

SCHEDULE B
Attachment 1.
PROVIDER Rate Sheet

BIOFerm Energy Systems, LLC
3 Point Place, Suite 100
Madison, WI 53719



Billing Rates (Effective 01/01/2022 to 12/31/2022)

Legal	\$480.00/hr
Principle	\$350.00/hr
Senior Manager	\$290.00/hr
Senior Engineer	\$265.00/hr
Project Manager	\$260.00/hr
Process Engineer	\$245.00/hr
Engineer	\$165.00/hr
Operations Technician	\$140.00/hr
Engineering Technician	\$125.00/hr
Drafter	\$125.00/hr
Project Assistant	\$65.00/hr
Administrative Assistant	\$55.00/hr

All rates above reflect support provided during regular business hours, Monday – Friday, 8:00 AM to 5:00 PM CT.

After-Hours Support.....	Rate x 1.5
Overtime Hours.....	Rate x 1.5
Holiday Hours.....	Rate x 2
Travel Hours.....	Rate x 0.5

24/7 Service Call Support Technician Subject to rates above, or as agreed upon with a service contract.

Mileage.....	IRS standard mileage rate for business
Consultants and Other.....	Cost + 25%
Printing Costs.....	Cost + 25%
Travel Expenses.....	Cost + 10%

Notes:

International staff billing rates are subject to foreign currency to US\$ exchange rate at the time of service.

Unless otherwise specified in contract, travel expenses are billed at cost plus 10% administrative fee, and transit time is billed at half rate.

These rates are subject to change.

This information is confidential and may not be shared without express written consent of BIOFerm™ Energy Systems, LLC.

**SCHEDULE C
PROVIDER Tour Forms**



Plant Tour Compliance Form

When visiting a BIOFerm™ biogas plant or construction site, it is important to follow all instructions given in this form, all posted signs, and instructions given by the tour guides. Failure to comply with these instructions could lead to serious injury, including death and/or damage to the property. The tour guide may use his/her discretion in order to preserve the safety of the property and you may be asked to leave at any time if you are non-compliant.

1. Visitors must wear a mask at all times when on the BIOFerm biogas plant premises.
2. Cell phones, cameras, MP3 players and any other electronic devices are prohibited from the premises. Explosion risk!
3. Smoking, open fire and/or lighters are prohibited from the premises. Explosion risk!
4. Visitors may only enter the premises when accompanying their assigned tour guide and must stay with their group.
5. Visitors are strictly prohibited from touching any technical equipment, including any switches, controls, computers, sensors, etc.
6. Photography is strictly prohibited. Photographs may be obtained from BIOFerm™ Energy Systems by emailing the Marketing department at info@biofermenergy.com.

By signing this form, you agree to comply with these instructions, posted signs, and instructions given by your tour guide.

I have read and understand the instructions given above and agree to comply with these instructions. I understand that failure to do so can lead to injury or death to myself and/or others and/or damage to the property.

Signature _____

Date _____

Print Name: _____

Affiliated Company: _____

Emergency Contact Information:

Name: _____

Relation: _____

Phone Number: _____

SCHEDULE C PROVIDER Tour Forms



Health Screening Form for Visitors

The health and safety of our employees and visitors are important to us. In an effort to reduce the potential risk of COVID-19 exposure, all visitors must complete the screening questions below. **Please do not complete this questionnaire more than 24 hours in advance of your meeting at BIOFerm Energy Systems.**

Please note that a facemask is optional at all times during your visit

Date and time of visit: _____

Visitor's name: _____ Visitor's company: _____

Visitor's phone number: _____

BIOFerm host: _____

Location: Office Site(s): _____

Self-Declaration by Visitor			
	YES		NO
Have you had a positive test result for COVID-19 within the past 10 days?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Within the last 14 days, have you had close contact with or cared for someone diagnosed with COVID-19 or have been with anyone who has experienced symptoms consistent with COVID-19?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have you or a household member experienced any cold or flu-like symptoms in the past 48 hours (fever, cough, shortness of breath or other respiratory problems, muscle pain, new loss of smell or taste)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Visitors answering YES to any of the above questions will not be permitted access to BIOFerm's facility.

Upon entry of BIOFerm's facility, we require everyone's temperature to be taken. By checking this box, you are giving us your consent to a temperature check using an infrared thermometer.

If you have symptoms or test positive for COVID-19 within three days following your visit, please notify BIOFerm HR, sell@biofermenergy.com, with any BIOFerm employee names you had contact with >15 minutes. HR agrees to keep your identity confidential during contact tracing.

Visitor signature: _____

Date _____

Return this form to Clare Simpson (simc@biofermenergy.com) and your host prior to your scheduled meeting.

For internal use:

Visitor temperature is below 100.4°F (check one): Yes No
 Access to facility (check one): Approved Denied

Employee name: _____ Employee signature: _____

