

# Dane County Contract Cover Sheet

Revised 01/2022

RES 416  
Significant

|   |   |                |       |
|---|---|----------------|-------|
| <b>Dept./Division</b>                   | Dane County Department of Waste and Renewables  |                |       |
| <b>Vendor Name</b>                      | BioFerm Energy Systems  | <b>MUNIS #</b> | 18034 |
| <b>Brief Contract Title/Description</b> | WASTE AND RENEWABLES CONTRACT FOR PURCHASE OF PARTS, CONSUMABLES, AND EQUIPMENT ON AN AS-NEEDED BASIS FROM BIOFERM ENERGY SYSTEMS, LLC. |                |       |
| <b>Contract Term</b>                    | 5 years   |                |       |
| <b>Contract Amount</b>                  | \$416,770.00  |                |       |

|  |                      |
|--|----------------------|
| <b>Contract #</b><br>Admin will assign | 14788                |
| <b>Type of Contract</b>                |                      |
| <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 |                        |
|--------------------------------|----------------------------------|----------------------------|------------------------|
| <b>Name</b>                    | Lindsey Carlson                  | <b>Name</b>                | Jubilee Krump          |
| <b>Phone #</b>                 | 608-405-2036                     | <b>Phone #</b>             | 608-467-5523           |
| <b>Email</b>                   | carlson.lindsey@countyofdane.com | <b>Email</b>               | KruJ@biofermenergy.com |
| <b>Purchasing Officer</b>      | Pete Patten                      |                            |                        |

|                             |   |
|-----------------------------|---|
| <b>Purchasing Authority</b> | <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) <span style="float:right">RFB/RFP #</span> |
|                             | <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                                     |



|                   |                  |                      |                   |              |              |
|-------------------|------------------|----------------------|-------------------|--------------|--------------|
| <b>MUNIS Req.</b> | <b>Req #</b> 925 | <b>Org:</b> SWMETHGO | <b>Obj:</b> 22710 | <b>Proj:</b> | \$ 55,000.00 |
|                   | <b>Year</b> 2022 | <b>Org:</b> SWMETHGO | <b>Obj:</b> 20105 | <b>Proj:</b> | \$ 30,000.00 |
|                   |                  | <b>Org:</b>          | <b>Obj:</b>       | <b>Proj:</b> |              |

| 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. |

|  |   |              |             |
|--|---|--------------|-------------|
| <b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b> | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)                           | <b>Res #</b> | 416         |
|  | <input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required. |              | <b>Year</b> |
|  | <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  |
|---|
| <b>Dept. Head / Authorized Designee</b>   |
|  |

| APPROVAL – Contracts Exceeding \$100,000  |   |
|---|---|
| <b>Director of Administration</b>   | <b>Corporation Counsel</b>  |
|  |  |

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

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, July 12, 2022 9:58 AM  
**To:** Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14788  
**Attachments:** 14788.pdf

| <b>Tracking:</b> | <b>Recipient</b>           | <b>Read</b>              | <b>Response</b>             |
|------------------|----------------------------|--------------------------|-----------------------------|
|                  | Hicklin, Charles           |                          |                             |
|                  | Gault, David               | Read: 7/12/2022 12:48 PM | Approve: 7/12/2022 12:49 PM |
|                  | Patten (Purchasing), Peter |                          | Approve: 7/12/2022 12:01 PM |
|                  | Lowndes, Daniel            | Read: 7/13/2022 10:42 AM | Approve: 7/13/2022 10:41 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 #14788

Department: Waste & Renewables

Vendor: BioFerm Energy Systems

Contract Description: Purchase of Parts, Consumables & Equipment on an as-needed basis for the RNG Plant (Res 416)

Contract Term: 8/1/22 – 12/31/26

Contract Amount: \$416,770.00

*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

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**From:** Krohn, Margaret  
**Sent:** Wednesday, July 13, 2022 3:39 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #14788

1  
2  
3 **2021 RES-416**

4 WASTE AND RENEWABLES CONTRACT FOR PURCHASE OF PARTS, CONSUMABLES,  
5 AND EQUIPMENT ON AN AS-NEEDED BASIS FROM BIOFERM ENERGY SYSTEMS, LLC.

6 The Dane County Department of Waste & Renewables (W&R) operates an active landfill and  
7 Renewable Natural Gas (RNG) Plant at its location at 7102 US Hwy 12/18, Madison, Wisconsin  
8 53718. The landfill gas is cleaned, compressed and injected into the high pressure natural gas  
9 pipeline.

10  
11 BIOFerm Energy Systems, LLC. (BIOFerm) is based out of Madison, Wisconsin and is the sole  
12 authorized North American vendor for various critical parts, consumables, and equipment  
13 required for the operation and maintenance (O&M) of the RNG Plant. BIOFerm has sourced  
14 and provided Dane County with critical parts, consumables, and equipment since the  
15 construction and commissioning of the RNG Plant in 2019.

16  
17 W&R requested a waiver of bid and received approval from the Dane County Board of  
18 Supervisors' Personnel and Finance Committee on January 10, 2022 to utilize BIOFerm for  
19 services and procurement of goods. W&R subsequently negotiated a new contract with the  
20 company. The scope of the contract includes supply of spare parts, consumables, and  
21 equipment for various components of the RNG Plant at W&R's request. The term of the contract  
22 is 2 years with 3 optional years.

23  
24 **NOW, THEREFORE, BE IT RESOLVED** that BIOFerm and W&R wish enter into an Agreement  
25 for supply of parts, consumables, and equipment with a total contract amount of \$416,770.00;  
26 and

27  
28 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized to  
29 sign the Agreement; and

30  
31 **BE IT FINALLY RESOLVED** that the Department of Waste & Renewables be directed to  
32 ensure complete performance of the Agreement.

**DANE COUNTY CONTRACT # 14788**

Revised 7/2022



**Department:** Waste & Renewables  
**Provider:** BIOFerm Energy Systems, LLC  
**Expiration Date:** December 31, 2026  
**Maximum Cost:** \$416,770

**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 Goods (as defined below) on an as-needed basis from PROVIDER; and

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

**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 Goods (defined below) provided by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all Goods. 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. MATERIALS:**

A. PROVIDER agrees to provide the parts, consumables, and equipment set forth in the attached Schedule A (collectively, "Goods" or "goods"), which is fully incorporated herein by 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 Goods 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 Goods under this Agreement. 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 Goods covered by this Agreement.
- F. While providing the Goods 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 Goods 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 Goods. 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 Goods 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.
- 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 Goods 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 or procurement of Goods 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 procurement of Goods, or (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. 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.

**XVI. 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.

**XVII. 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.

**XVIII. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XIX. 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.

**XX. 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.

**XXI. 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.

**XXII. NO WARRANTY:**

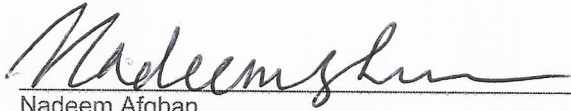
PROVIDER is providing the Goods, and COUNTY is accepting the Goods, without WARRANTIES, EXPRESS OR IMPLIED, AND PROVIDER SPECIFICALLY DISCLAIMS ON BEHALF OF ITSELF, ITS SUBCONTRACTORS, IF ANY, AND SUBSUPPLIERS, IF ANY, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE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

**XXIII. 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 Supply

### I. Overview

A. Dane County Department of Waste & Renewables (OWNER or COUNTY) 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 is for the supply of consumables, spare parts, and equipment for various components for the operations and maintenance (O&M) of the RNG Plant and LFG systems for which the PROVIDER is an authorized vendor.

### II. Scope

A. At COUNTY's request PROVIDER will supply consumables, spare parts, and equipment for various components for which the PROVIDER is an authorized vendor. All orders are at the will/request of the COUNTY. PROVIDER shall obtain written approval to proceed with initiating an order for consumables, spare parts, and equipment, with exception of "Immediate Priority" requests which may be verbal confirmed by COUNTY as specified in the table in Section IV. of Schedule A.

### III. Location and Delivery of Goods

#### A. Location

Goods shall be transferred from the PROVIDER to the COUNTY at mutually agreed upon place. At COUNTY's request goods shall be delivered to the RNG Plant located at Dane County Department of Waste & Renewables Landfill Site #2, address 7102 US Hwy 12&18, Madison WI 53718. COUNTY may also pick up Goods directly from BIOFerm warehouse located at C/O Minitube USA, 419 Venture Court, Verona, Wisconsin 53593.

#### B. Hours of Delivery (as applicable)

Hours of delivery shall be the normal working hours, excluding holidays, of COUNTY and PROVIDER. Goods shall be delivered at a mutually agreed upon time. Normal working hours for COUNTY are Monday – Friday 7:00AM to 3:30PM CST. Delivery outside of these hours will be accepted at mutually agreed upon by PROVIDER and COUNTY.

#### C. Acceptance of Goods

Goods shall be inspected by COUNTY upon receipt. COUNTY will notify PROVIDER within 14 days of any damages to be rectified as noted in Schedule B of this AGREEMENT.

### IV. Purchase Request and Quotations

A. Goods will be requested by COUNTY using PROVIDER's Purchase Request Form included in SCHEDULE C, with exception of "Immediate Priority" requests as defined in the table in Section IV. of Schedule A (below). PROVIDER shall acknowledge receipt of Purchase Request Form with 48 business hours of submittal, with exception of "Immediate Priority" requests which shall not require the use of the Purchase Request Form. Verbal request from COUNTY shall be accepted in the event of an "Immediate Priority" designated request. PROVIDER shall provide a formal quote for all orders for consumables, spare parts, and equipment and shall include an expected delivery date and estimated shipping/delivery charge. For "High Priority" requests formal quote may be provided after order placement when appropriate and with verbal approval from COUNTY to expedite order placement. PROVIDER shall provide updates or changes to the expected delivery date as they arise.

B. COUNTY reserves the right to cancel the order if PROVIDER fails to meet the delivery date specified in the formal quotation. For matters that are outside of PROVIDERS control, in the event that COUNTY cancels the order 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. For example, in the event that PROVIDER has ordered equipment or material to be used by the COUNTY, prior to the notice of



cancellation, the COUNTY shall be responsible to reimburse PROVIDER for such costs associated with the prior commitment. PROVIDER shall provide COUNTY with a detailed breakdown of costs or expenses directly incurred with order cancellation. COUNTY shall have the right to review and refute costs or expenses prior to and accepting responsibility of costs and expenses incurred with order cancellation.

C. PROVIDER shall make all commercially available efforts to provide COUNTY with parts, consumables, and equipment within the designations as described in the table below:

| <b>Response Designation</b> | <b>Formal Quotation Turnaround</b>  | <b>Sales Order Placement &amp; Confirmation</b>                   | <b>Lead Time Including Shipping/Freight</b>                           |
|-----------------------------|---|---|---|
| Low priority                | 7 business days   | 7 business days after written COUNTY approval of formal quotation | Standard lead time and shipping                                       |
| Medium priority             | 3 business days   | 3 business days after written COUNTY approval of formal quotation | Standard lead time and shipping, unless otherwise requested by COUNTY |
| Immediate priority          | <b><i>As soon as possible</i></b> – verbal quote from PROVIDER and verbal approval of quote from COUNTY acceptable; Formal Quote from provider and written approval from COUNTY required after order placement. | Expedited order placement through distributor/manufacturer        | Expedited shipping/freight with fasted lead time available            |

**NOTES:**

- 1) COUNTY reserves the right to accept fees to expedite processing and shipping/freight as detailed in Schedule B.

# SCHEDULE B

## Payment and Pricing Structure

### I. Payment

- A. Purchase Order.  
COUNTY to issue a Purchase Order (PO) to PROVIDER for invoicing purposes prior to Goods order placement. PO will include separate line items for parts, consumables, and equipment and allow for partial shipments.
- B. Invoicing  
PROVIDER shall issue an invoice upon shipment from PROVIDER to COUNTY of parts, consumables, and equipment. Invoices must reference the COUNTY purchase order number issued. Invoices shall be sent to COUNTY electronically at [invoices-waste@countyofdane.com](mailto:invoices-waste@countyofdane.com).
- C. Payment Terms  
Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise agreed to in writing by PROVIDER.
- D. Ownership of any equipment furnished by PROVIDER will only pass to COUNTY upon payment in full. If payment is not made when due, PROVIDER retains the right to remove said equipment if not paid within forty-five (45) days after notice of non-payment.
- E. County has authority to reimburse PROVIDER for fees and costs incurred to expedite request placement, processing and/or shipping/freight as requested by the COUNTY. PROVIDER to provide COUNTY with detailed breakdown of costs or expenses incurred from expedited placement, processing, and/or shipment/freight.

### 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, 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     |

**NOTE:** COUNTY has authority to reimburse PROVIDER for expedited fees as outlined in Schedule B. COUNTY reserves the right to accept fees and costs incurred to expedite request placement, processing and/or shipping/freight as requested by the COUNTY.

### III. Schedule of Costs

| Contract Term (Year) | Description of Goods | Estimated Contract Amount |
|----------------------|----------------------|---------------------------|
| 2022                 | Spare Parts          | \$45,400                  |
|                      | Fuel & Oil           | \$37,954                  |
| 2023                 | Spare Parts          | \$45,400                  |
|                      | Fuel & Oil           | \$37,954                  |
| 2024 (Optional)      | Spare Parts          | \$45,400                  |

|                 |             |                  |
|-----------------|-------------|------------------|
|                 | Fuel & Oil  | \$37,954         |
| 2025 (Optional) | Spare Parts | \$45,400         |
|                 | Fuel & Oil  | \$37,954         |
| 2026 (Optional) | Spare Parts | \$45,400         |
|                 | Fuel & Oil  | \$37,954         |
| <b>Total</b>    |             | <b>\$416,770</b> |

**IV. Maximum Cost**

The PROVIDER shall not be paid more than the sum of \$416,770 for its obligations of this agreement over the two year contract term, plus the three optional renewal years unless additional purchase of Goods is approved by the COUNTY. COUNTY may increase the contract amount as mutually agreed upon by PROVIDER and COUNTY, in the form of an Addendum to this AGREEMENT.

# SCHEDULE C

## Purchase Request Form

This form is required for all customer purchase requests. **Your order will not be fulfilled without this form.** Please complete Step 1 and email it to [purchasing@biofermenergy.com](mailto:purchasing@biofermenergy.com).

**Step 1:**

|   |  |
|---|--|
| <b>Project:</b>                                 |  |
| <b>Ship-To Address:</b>                         |  |
| <b>Date:</b>                                    |  |
| <b>Requested by:</b><br><i>(Purchaser name)</i> |  |

***Items Requested:***

| <i>Pos.<br/>Number</i> | <i>BIOFerm Item<br/>Number (ART)</i> | <i>BIOFerm Description</i> | <i>Critical<br/>Item (Y/N)</i> | <i>Quantity</i> | <i>Unit of<br/>Measure</i> |
|------------------------|--------------------------------------|----------------------------|--------------------------------|-----------------|----------------------------|
|                        |                                      |                            |                                |                 |                            |
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|                        |                                      |                            |                                |                 |                            |
|                        |                                      |                            |                                |                 |                            |

**Step 2:**

Attached is BIOFerm's Quote. Please review. Once approved, complete the remainder of Step 2.

|   |  |
|---|--|
| <b>BIOFerm Quote #:</b>   |  |
| <b>Customer PO#:</b>  |  |
| <i>Please attach a copy of your purchase order and return with this form.</i> |  |
| <b>Total PO Amount:</b>   |  |
| <b>Approved by:</b><br><i>(Purchaser name)</i>                                |  |

---

 Customer Signature

Date

**Step 3:**

Attached is BIOFerm's Sales Order.

|                               |  |                         |  |
|-------------------------------|--|-------------------------|--|
| <b>BIOFerm Sales Order #:</b> |  | <b>Total SO Amount:</b> |  |
| <b>Est. Lead Time:</b>        |  | <b>Payment Terms:</b>   |  |

***Thank you for choosing BIOFerm Energy Systems!***  
*We will be in contact regarding updates on the delivery of your order.*  
*If you have any questions, please email [purchasing@biofermenergy.com](mailto:purchasing@biofermenergy.com).*