

Dane County Contract Cover Sheet

Res 292

Revised 06/2021

Dept./Division	Extension		
Vendor Name	WI DATCP	MUNIS #	2394
Brief Contract Title/Description	Award of grant funds for Producer-Led Watershed Protection Grant program		
Contract Term	1/1/22 - 12/31/23		
Contract Amount	\$ 19,089.00		

Contract # Admin will assign	14585
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" 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 checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sandy Jensen	Name	Rachel Ruschmann
Phone #	608-224-3707	Phone #	608-590-7357
Email	jensen.sandy@countyofdane.om	Email	rachel.ruschmann@wi.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	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 #	292
	<input 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 type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Edgar, Carrie	Digitally signed by Edgar, Carrie Date: 2021.12.20 14:40:18 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/17/21	Date Out: _____	<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, January 18, 2022 2:27 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14585
Attachments: 14585.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/19/2022 8:53 AM	Approve: 1/19/2022 8:54 AM
	Rogan, Megan	Read: 1/18/2022 2:35 PM	Approve: 1/18/2022 2:35 PM
	Gault, David	Read: 1/18/2022 3:14 PM	Approve: 1/18/2022 3:17 PM
	Lowndes, Daniel	Read: 1/18/2022 2:33 PM	Approve: 1/20/2022 10:01 AM
	Stavn, Stephanie	Read: 1/18/2022 3:50 PM	
	Oby, Joe	Deleted: 1/19/2022 10:47 AM	

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

Contract #14585

Department: Extension

Vendor: WI Dept of Ag, Trade & Consumer Protection

Contract Description: Accept grant funds for Producer-Led Watershed Protection Grant Program (Res 292)

Contract Term: 1/1/22 – 12/31/23

Contract Amount: \$19,089.00

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.

1 **2021 RES-292**

2
3
4 **AUTHORIZING ACCEPTANCE OF 2022 DATCP GRANT AWARD TO UW-EXTENSION**
5 **FOR PRODUCER-LED WATERSHED PROTECTION GRANT**
6

7
8 The Dane County Extension Department has been awarded a grant for \$19,089 by the
9 Wisconsin Department of Agriculture, Trade and Consumer Protection for their 2022 Producer-
10 Led Watershed Protection Grant program.

11 Grant funds will be used to cover costs related to Extension's support for advancing producer-
12 led conservation solutions. The goal of these efforts is to improve soil and water quality in the
13 Dane County area by increasing on-the-ground practices and farmer participation in watershed
14 protection efforts.

15 NOW, THEREFORE, BE IT RESOLVED, that Dane County Extension is authorized to accept
16 the funds and that \$19,089 be deposited to the following account and credited to the General
17 Fund:

18 EXTENSN 80208 "PLWP GRANT EXPENSE"

19 BE IT FURTHER RESOLVED, that \$19,089 be transferred from the General Fund to the
20 following expense account:

21 EXTENSN 20134 "PLWP GRANT REVENUE"

22 BE IT FINALLY RESOLVED, that the Dane County UW-Extension Department administer the
23 contract and that any unrecognized or unexpended grant funds at the end of 2022 be carried
24 forward to 2023.

25

FOR INTERNAL USE ONLY

Wisconsin Department of Agriculture, Trade and Consumer Protection
Securing Signatures on Agency Documents

Role	Date
Division Submitter	
Legal Counsel	



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Secretary Randy Romanski

Wisconsin Department of Agriculture, Trade and Consumer Protection
2022
Producer-Led Watershed Protection Grant

Grant Contract Number: 202203
Grant Recipient (organization): Biological Farmer Friends
Grant Recipient (primary contact): Marie Raboin
Fiscal Recipient (if different than above): Dane County Extension

Total Award Amount: \$19,089

Final reports due: February 15, 2023

Producer-Led Watershed Protection Grant Contract

Between

The Wisconsin Department of Agriculture, Trade and Consumer Protection
and
Biological Farmer Friends

This contract is made and entered into by and between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (the "Department") and Biological Farmer Friends (the "Grant Recipient").

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Based upon their mutual promises and other good and valuable consideration, the Department and the Grant Recipient and Fiscal Manager accepting funds on behalf of the group, if applicable, (together, “the Parties”), agree as follows:

1. PURPOSE

The general purpose of the Producer-Led Watershed Protection Grant program is to provide funding for projects that will improve water quality through farmer-led, nonpoint source pollution abatement activities in Wisconsin on a watershed scale. The Department may provide grants for projects to producer-led groups that work to improve soil health, water quality and farm productivity.

2. AUTHORITY

The Department enters into this contract pursuant to its authority under Wis. Stat. s. 93.59 and Wis. Admin. Code ch. ATPC 52.

3. TERM OF CONTRACT

The term of this contract begins **January 1, 2022** and terminates **December 31, 2022** unless the term is modified by the Parties as provided in Section 12 of this contract. During the term of the contract all activities as described herein shall be fully performed by the Grant Recipient and Fiscal Manager to the satisfaction of the Department.

4. DESCRIPTION OF WORK

The Grant Recipient and Fiscal Manager agree to use the funds received under this contract from the Department for project activities contained in its approved grant application that is attached to and made part of this contract (**see Attachment A**). The Grant Recipient agrees to provide all necessary personnel, equipment, materials and other resources needed to complete the project identified in its grant application and to conduct the work contemplated under this contract in accordance with standards established by applicable statutes, administrative rules, and professional standards, including environmental protection requirements. The Department agrees to reimburse for project activities and deliverables as listed in the application with the exception of: well testing over \$5,000.00, or costs for out-of-state conferences.

Eligibility for incentives

Farmers that can receive incentives using Producer-Led grant funds are those that farm within the watershed(s) identified in the grant application and/or farmers that are considered members or active participants in the producer-led group. Membership and active participation should be defined within each group.

Incentive payments

The Producer-Led program does **NOT** fund payments to farmers on the same acres for the same practice **beyond three years**. Allowable acres are acres that have not otherwise been cost-shared by the Producer-Led Watershed Protection program and/or by any other local, state or federal programs for that same exact practice and/or management methods for more than three years.

Equipment modification policy

Per ATCP 50, we do **not** allow grant funds to be used for the purchase of equipment. We will **not** pay for the maintenance of equipment or for any cost related to personal equipment use.

- a. Producer-Led grant funds can be used for the modification of equipment in order to build or retrofit current equipment into conservation equipment if that equipment will be shared and used among group members.
- b. Producer-led grant funds can be used to provide rental payments for conservation equipment if that equipment will be shared among group members or used for demonstration plots, trials or on-farm research.

5. REQUEST FOR MODIFICATION OR VARIATION

The Grant Recipient may not submit any request for reimbursement for work that deviates from the grant application. A request for modification or variation must be submitted and approved by the Department prior to the work activity commencing. No more than two requests may be submitted in one funding cycle (calendar year).

6. PAYMENT

6.1 Payment(s). The Department agrees to reimburse the Grant Recipient for expenses incurred undertaking the project as detailed in the budget in accordance with Wis. Admin. Code ss. ATCP 52.05 and 52.06 in its grant application by making payments on behalf of the Grant Recipient to the Fiscal Manager. Total payments under this contract shall not exceed \$19,089.

Payments shall be made by the Department as reimbursement for expenses incurred and work performed in accordance with the terms of the Contract. The Department approved reimbursement request form is available on the program webpage (https://datcp.wi.gov/Pages/Programs_Services/ProducerLedProjects.aspx) and is to be used for the submission of reimbursement requests. Requests for reimbursement under this contract shall include a fully completed reimbursement request form, an itemized invoice adequately describing the nature and purpose of the payment, expense or work, and documentation of the payment, work, or expenses for which payment is requested. The Department reimbursement form must be used by the Grant Recipient to request payments. Itemization for all payments shall include proof of grant expenses such as expense receipts and payroll documentation for salary reimbursement, and shall include purpose, activity, amount, and date expenses were incurred. The maximum hourly rate for salary reimbursement is \$25.00.

The Grant Recipient shall obtain Department preapproval for any payment, expense, or work that exceeds \$5,000.00 or that is an incentive payment to individuals or farms. A reimbursement request for a preapproved incentive payment must include documentation of the amount, recipient, and purpose of incentive payments. The Grant Recipient shall maintain records of all incentive payments paid to individuals or farms.

6.2 Requests for reimbursement. Such requests are encouraged no more than twice over the grant cycle. Payments made pursuant to the requests for reimbursement are contingent on receipt by the Department of required reports, invoices, receipts and documentation. The Department may withhold reimbursement of the grant award until all necessary documentation has been submitted and activities have been performed to the satisfaction of the Department. The final request for reimbursement must be submitted within forty-five (45) days after the end of the contract term in

order for the Grant Recipient to receive the final payment. Requests submitted after that date will be denied unless written pre-approval for late submission is granted by the Department.

7. REQUIRED WORKSHOPS

The Grant Recipient shall attend the Department's annual information-sharing workshop. At least one member of the producer-led group and one collaborator must attend.

8. TRACKING PROGRAM

The Grant Recipient shall participate in the Producer Led Watershed Protection Grant Tracking Project (Tracking Project) using at a minimum the Department **Conservation Tracking Sheet – Basic**. The Tracking Project information will be due to the Department with the final report, no later than February 15, 2023.

9. REPORTS

9.1 **Final Report**. The Grant Recipient shall complete the final report, using the Department's **Final Report Template** and following submittal instructions. Final reports are due no later than **February 15, 2023**.

The final report shall include the following and should reference the attached grant application (Appendix A) using the Department's **Final Report Template** found on the producer-led webpage (https://datcp.wi.gov/Pages/Programs_Services/ProducerLedProjects.aspx):

1. Description of the original intent of the project, including intended deliverables, and note how the intent and/or deliverables changed throughout the project, if at all.
2. List of the goals and deliverables of the project and the degree to which they were achieved.
3. Copy of mission statement, goals and leadership structure including roles and responsibilities of group members and collaborator(s) (ex. Bylaws, etc.).
4. List of the nonpoint source abatement activities conducted by the Grant Recipient to improve water quality, including any associated metrics (i.e. Phosphorus Index reductions, soil loss reductions, etc.) including the extent to which these were achieved.
5. Knowledge gained during project (i.e. accomplishments, results, conclusions, and lessons learned for each project).
6. Challenges/barriers to the Grant Recipient's ability to accomplish goals.
7. Other quantitative and qualitative measures that includes the deliverables outlined in the Grant Recipient's approved application (i.e. increases in number of participants, partnerships, funding sources, acres of practices installed, etc.)
8. Description of future plans and direction of your project.

10. RECORDS; INSPECTIONS AND AUDITS

10.1 **Records**. All records pertaining to this contract shall be retained by the Grant Recipient and Fiscal Manager for at least three (3) years following the end of the contract term.

Grant records must include documentation of the qualifications of the persons, collaborators, and legal entities who will carry out the project. Such documentation includes but is not limited to all applicable licenses and authorizations of the individual producer-members and any producer-

member compliance citations, judgments, orders related to soil and water conservation requirements, licensing fees, or taxes.

The Grant Recipient and Fiscal Manager shall maintain reasonable segregation of project accounts and records to enable the Department to track expenditures made with funds provided under this contract. The Grant Recipient and Fiscal Manager shall provide upon request access to the Department to inspect and copy any documents or records, which are pertinent to performance under this contract.

10.2 Performance Review and Inspections. The Department may review the Grant Recipient's performance under this contract. The Department may conduct reasonable inspections to determine performance under this contract. In addition to the final report to the Department under section 5.1, the Department reserves the right to conduct a follow-up survey of the project in order to determine long-term impacts of funding received by the Grant Recipient under this contract from grant funds.

10.3 Audits. The Department may conduct reasonable audits to determine performance under this contract. The Department may examine records related to personnel time charged to the contract funding, as well as documentation of all costs for equipment, supplies and other expenses charged to the contract funding.

11. COMPLIANCE

The Grant Recipient and Fiscal Manager shall at all times comply with all federal, state, or local laws, ordinances, regulations or formal guidelines, including but not limited to those related to soil and water conservation requirements, licensing fees or taxes, in effect during the period of this contract.

12. RIGHT TO TERMINATE OR DISQUALIFY

The Department reserves the right to terminate this Contract at any time, or to disqualify a Grant Recipient from receiving future funding, based on any current or past noncompliance by the Grant Recipient, the failure of Grant Recipient to fulfill any of its obligations under this contract, or if the Grant Recipient has violated any federal, state, or local laws, ordinances, regulations or formal guidelines, including but not limited to those related to soil and water conservation requirements, licensing fees or taxes. The Grant Recipient includes all members of the producer-led group.

Examples of noncompliance include, but are not limited to:

1. Failure to submit complete reimbursement requests with required documentation (e.g., receipts), final reports, or carryover requests by the previously-stated deadlines
2. Failure to use official department forms, including the Conservation Tracking Sheet, Final Report Template, Request for Modification (LWR-550), Extension Request (LWR-551), and the Reimbursement Form (LWR-548)
3. Failure to spend carryover awards, resulting in the forfeiture of grant funds that exceed \$2,000.

4. Failure to have both one member of the producer-led group and one collaborator attend the annual workshop.

The Department will give the Grant Recipient not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination. The notice will state the reason for the intended termination. The Grant Recipient agrees to repay all funds received under this contract immediately, upon demand by the Department, if this contract is terminated under this subsection. The Department will provide written notification of disqualification for future funding prior to the start of the next annual application period, stating the noncompliance and the duration of their disqualification, which will not exceed two funding cycles. The rights and remedies of the Department and the Grant Recipient provided in this subsection are in addition to any other rights and remedies provided by law or under this contract.

13. PUBLICATIONS AND TRADEMARKS

All materials and products produced under this contract become the property of the Grant Recipient. The Grant Recipient may publish and copyright materials or trademark products and services produced under this contract subject to the following conditions: The Department receives a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, publish, or post on the internet non-trade-secret and non-confidential or nonproprietary financial information regarding the project for governmental purposes, and as promotional materials for purposes of publicity about the funding program.

14. LOBBYING

Money paid under this contract by the Department to the Grant Recipient shall not be used by the Grant Recipient in any fashion either directly or indirectly for lobbying activities of any kind. The Grant Recipient shall not use money received under this contract for any illegal activities.

15. ENTIRE CONTRACT; ADJUSTMENTS

This contract, together with the attached Grant Recipient's application, budget and amendments, constitutes the entire agreement between the Parties. This contract supersedes any prior written agreements, communications, or understandings related to the subject matter of this contract. The Department may authorize a contract revision of either a no-cost time extension to the project, or an adjustment of the budget in the grant application that does not increase the overall budget. To obtain Department approval for such a contract revision, the Grant Recipient shall submit a **Request for Modification (LWR-550)** or **Extension Request (LWR-551)** in writing that will take effect if Department program staff provide written approval of the contract revision. Any other contractual revision may be made only by a written amendment to this contract, approved in writing by the Department, and signed by the Parties prior to the ending date of this contract.

16. FUNDING SOURCE

This contract is funded pursuant to an appropriation from Wis. Stat. s. 20.115(7)(qf), SEG fund 274 for purposed authorized under s. 93.59.

17. STANDARD TERMS AND CONDITIONS

The State of Wisconsin standard State contract provisions, Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurement for Services (DOA-3681), are attached to and made part of this Contract in **Attachment B**. In the event of a conflict between any provision contained in Attachment B and any other provision of this Contract, such other provision shall prevail over the conflicting provision in Attachment B.

18. ACKNOWLEDGEMENT

Acknowledge Department support on any publications written or published or any audiovisual produced with Department financial support that publicizes, announces, or promotes the projects, activities, and events resulting from this contract. Funding credit including Department logo must appear in all program, publicity, and promotional materials. The following wording and should be used with the logo:

Funding for this was made possible, in part, by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). The views expressed in written materials, publications, speakers, and moderators do not necessarily reflect the official policies of DATCP; nor does any mention of trade names, commercial practices, or organization imply endorsement by the State of Wisconsin.

When applying the logo to materials, do not resize disproportionately, change the colors, or place on a busy background. The logo must be legible. You can access the logo on the Producer-Led webpage: https://datcp.wi.gov/Pages/Programs_Services/ProducerLedProjects.aspx.

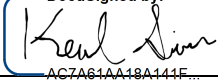
For Department Approved Budget and Grant Application, see Attachment A

For State of Wisconsin Department of Agriculture, Trade and Consumer Protection

Randy Romanski, Secretary
Wisconsin Department of Agriculture, Trade and Consumer
Protection

Date

For Biological Farmer Friends

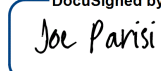
DocuSigned by:


AC7A81AA18A141F...
Karl Sime
Lead Farmer

12/21/2021 | 9:14 AM CST

Date

For Dane County / Fiscal Representative

DocuSigned by:


840598FF45CB4FF...
Joe Parisi
Dane County Executive

1/13/2022 | 10:49 AM PST

Date

ATTACHMENT A

APPROVED BUDGET					
<i>Please add rows as necessary. Staff time must be separated out within eligible expenses.</i>					
Budget Category	Eligible Expense		Matching Funds	Source of Matching Funds	Grant Request
DATCP USE ONLY	Budget Category Choose one: <ul style="list-style-type: none"> • Conservation Practices • Conservation Demonstrations and Education • Promotional Activities • Administrative 	Sub-budget Category	Must contribute 1:1 matching funds. For example, if you are requesting \$20,000, you must provide a match of at least \$20,000. Match does not need to be line item by line item.	Please indicate the source of matching funds.	Please indicate the total amount of grant funds requested for each line item.
1	Promotional Activities	Apparel			589.00
2	Promotional Activities	Signage			250.00
3	Administrative Fees	Travel			1,000.00
4	Administrative Fees	Board Meetings			250.00
5	Conservation Demonstration and Education	Field Days/Tech Days			1,000.00
6	Conservation Demonstration and Education	Farm Tours			1,000.00
7	Conservation Demonstration and Education	Supported Member Education			1,250.00
8	Promotional Activities	Printing			-
9	Conservation Demonstration and Education	Demonstration/Research Plots			10,000.00
10	Demonstration and Education	Education Workshop			1,250.00
11	Conservation Practices	Incentive-Cost Share for bonded practices	\$50,000	Dane County	
12	Conservation Practices	Incentive- Cover Crops (P Reduction)	\$35,000	MMSD	
13	Conservation Practices	Incentive-EQIP Cost Share	\$50,000	NRCS-RCPP (Dane County administrators)	
14	Administrative Fees	Staffing			2,500.00
TOTALS			\$135,000		19,089.00

ATTACHMENT B

Standard Terms and Conditions (Request for Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letter-head, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract.

Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog

for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

State of Wisconsin
 Department of Administration
 Division of Enterprise Operations
 DOA-3681 (1/2017)
 ss. 16, 19 and 51, Wis. Stats.



State Bureau of Procurement
 101 East Wilson Street, 6th Floor
 Post Office Box 7867
 Madison, WI 53707-7867
 FAX (608) 267-0600
<http://vendomet.state.wi.us>

Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision,
- in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.
- It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The

contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.