

Res 527
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Land Information Office	CONTRACT/ADDENDUM #: 13060																
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table border="1"> <thead> <tr> <th>Contract</th> <th>Addendum</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Contract	Addendum	<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Co Lesse	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other:	<input type="checkbox"/>
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<input type="checkbox"/> Other:	<input type="checkbox"/>																
2. This contract is discretionary <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																	
3. Term of Contract or Addendum: From: 1/1/2017 To: 12/31/2018																	
4. Amount of Contract or Addendum 156,625.00																	
5. Purpose: Dane County has been award a USGS-3DEP grant, managed by the WI DOA, Div. of Intergovernmental Relations. The funds will be provided through the Wisconsin Land Information Program. The resolution to accept the funds was adopted (RES-225(2016)).																	
6. Vendor or Funding Source: Wisconsin Land Information Program																	
7. MUNIS Vendor Code: 3839																	
8. Bid/RFP Number: 116040																	
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																	
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																	
11. Account No. & Amount, Org. & Obj. LIO 84075 Amount \$ 156,625.00 Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption Res 527																	
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																	
14. Director's Approval Carlos Pabellon																	

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	4-12-17	_____
<i>CD</i> Controller	_____	_____	4/13/17
<i>CH</i> Corporation Counsel	_____	4-13-17	4-13-17
_____ Risk Management	_____	_____	_____
_____ ADA Coordinator	_____	_____	_____
<i>Cac</i> Purchasing Agent	_____	4/13/17	4/13/17
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address WI DOA 101 EAST WILSON ST., 9TH FLOOR MADISON, WI 53703
Contact Person Jim Giglierano
Phone No. 608-267-6902
E-mail Address Jim.Giglierano@wisconsin.gov

Footnotes:

- _____
- _____

Return To: Name/Title: Frederic Iausly, Senior GIS Analyst	Dept.: Land Information Office
Phone: 608.266.4398	Mail Address: 210 Martin Luther King Jr Blvd, Rm 339
E-mail: iausly@countyofdane.com	Madison, WI 53703

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: _____ Signed: _____

Telephone Number: 608.299.4519 Print Name: Carlos Pabellon

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*


1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 4/13/17 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

13060

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN LAND INFORMATION PROGRAM

AND

DANE COUNTY**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **DANE COUNTY** ("Grantee") with a DUNS Number of **076148766**, for the Performance Period of the date this agreement is signed by the State through **September 30, 2018**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Land Information Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **One Hundred Fifty-Six Thousand Six Hundred Twenty-Five Dollars (\$156,625.00)** and the Grantee agrees to provide **One Hundred Fifty-Six Thousand Six Hundred Twenty-Five Dollars (\$156,625.00)** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments delivered under this Agreement)
- 2) The Department's Funding Proposal to USGS. See Attachment A
- 3) The USGS Cooperative Agreement, No. G17AC00086 with the Department. See Attachment B.

DANE COUNTY

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATIONS**

BY: _____
Joseph T. Parisi

BY: _____

TITLE: Dane County Executive

TITLE: Administrator

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Mike Friis**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Fred Iausly**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State 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 Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.
2. Special Requirements apply to lidar product specifications as detailed in Attachment B.

3. Work Products - The Grantee shall complete all work tasks in the application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **March 13, 2017 through September 13, 2018** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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 Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall

be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All works produced under this Agreement shall become the property of the Grantee. All works and data shall be subject to the Wisconsin Public Records Law, Wis. Stat. 19.21 *et seq.* The Department reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use data, and to use works for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Land Information Program and the U.S. Geological Survey under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Land Information Program are provided by the Department of Interior, U. S. Geological Survey. The U.S. Department of Interior awards funding to the state through "National Geospatial Program: Building the National Map", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 15.817.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the US Geological Survey, through Award Number **G17AC00086**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Dawn Vick.

ARTICLE 24. VARIANCES

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be 50% of the total cost or not to exceed **One Hundred Fifty-Six Thousand Six Hundred Twenty-Five Dollars (\$156,625.00)**. The Grantee shall provide 50% of the total cost, or **One Hundred Fifty-Six Thousand Six Hundred Twenty-Five Dollars (\$156,625.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ATTACHMENT A and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Wisconsin Land Information Program
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 31, March 31, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include any local issues addressed by the project; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee 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 shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee 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 of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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