



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Secretary-designee Randy Romanski

AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND
CONSUMER PROTECTION

AND

SAUK COUNTY

The Wisconsin Department of Agriculture, Trade and Consumer Protection (DEPARTMENT) and Sauk County (COUNTY) enter into this agreement (AGREEMENT) to provide landowner incentives for enrolling in farmland preservation agreements under s. 91.62, Wis. Stats., for works performed over the calendar years between January 1, 2021 (start date) and December 31, 2021 (end date).

This document, including the attached Appendices, constitutes the entire agreement between the DEPARTMENT and the COUNTY. This AGREEMENT supersedes any prior communications or understandings related to the subject matter of this AGREEMENT. The parties may agree in writing to amend this AGREEMENT, prior to the end date of this AGREEMENT.

I. COUNTY OBLIGATIONS:

The COUNTY agrees to do all the following:

- A. Perform or arrange for others to perform the following during the work period with a start date of January 1, 2021 and an end date of December 31, 2021:
 1. Conduct outreach and education related to the farmland preservation program targeting landowners in the Fairfield and Bear Creek Agricultural Enterprise Areas.
 2. Work with eligible landowners to sign up for farmland preservation agreements under s. 91.62, Wis. Stats. as a means to increase conservation, acres under nutrient management plans, and to reduce sediment delivery to surface waters through implementation of conservation compliance standards.
- B. By February 15, 2022, provide the DEPARTMENT a report on work activities performed and deliverables provided during the grant period. The DEPARTMENT may request additional information or reports before making any reimbursements or for any other purposes consistent with this agreement.
- C. Perform all work to the satisfaction of the DEPARTMENT under this Agreement as more fully specified in the APPENDICES. The COUNTY agrees not to seek reimbursement from more than one funding source for the same expense incurred in performance of this agreement.

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D. Seek reimbursement for costs not to exceed \$33,300 for allowable costs specified below.

The COUNTY may request up to \$300.00 for support costs incurred by COUNTY in the performance of obligations under this Agreement:

- a. Mileage per allowable state rates. Funds under this agreement may not be used to lease or purchase a vehicle.
- b. Expenses to provide project-related training or attend project related meeting including travel (vehicle travel shall be billed as mileage), lodging meals, and other meeting and workshop costs for teleconferencing or video conferencing.
- c. Costs related to conducting public meetings and hearings, including room rentals.
- d. Costs for information and education materials, newsletters, office supplies, maps and plats, photocopying, printing, and postage.
- e. Other expenses incurred as a part of outreach initiatives that are not defined as ineligible.

The COUNTY may request up to \$33,000 for:

1. A \$2,000 incentive payment for each applicant of a farmland preservation agreement for a 200 acre or less farm under s. 91.62, Wis. Stats. during the grant period in either the Fairfield or Bear Creek Agricultural Enterprise Areas. The incentive payment may only be reimbursed to the COUNTY once the farmland preservation agreement is recorded in the office for the Sauk County Register of Deeds.
2. A \$3,000 incentive payment for each applicant of a farmland preservation agreement for greater than 200 acres of farmland under s. 91.62, Wis. Stats. during the grant period in either the Fairfield or Bear Creek Agricultural Enterprise Areas. The incentive payment may only be reimbursed to the COUNTY once the farmland preservation agreement is recorded in the office for the Sauk County Register of Deeds.

The following expenses are ineligible for reimbursement:

1. Indirect costs or fees.
2. The lease, purchase or other acquisition of an interest in a vehicle or real property.
3. Project activities and project development costs incurred prior to the start date of this AGREEMENT, or after the end date of this AGREEMENT.
4. Funds under this AGREEMENT may not be used, directly or indirectly, for lobbying purposes.
5. Salaries and fringe benefits from employees of the COUNTY (per s. 20.115(7)(qf), Wis. Stats.).

E. Submit separate reimbursement requests, on a DEPARTMENT-approved form, documenting eligible costs incurred in performance of this AGREEMENT, with the final request for reimbursement submitted no later than February 15, 2022. The COUNTY shall provide an itemized breakdown of costs by these categories: (1) Support costs incurred by COUNTY in the performance of obligations under this AGREEMENT (2) incentive payments for applicants of farmland preservation agreements.

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F. The COUNTY will keep records of the COUNTY's activities under this agreement, including records of all funds received and spent, and records to support the COUNTY's reimbursement requests under this agreement. The COUNTY will keep financial records according to generally accepted accounting principles and practices.

The COUNTY will keep these records for at least 3 years, or until the DEPARTMENT completes an audit of the COUNTY's performance, whichever occurs first. In the event of a dispute involving records, the DEPARTMENT may require the COUNTY to keep those records for an additional period of time as specified by the DEPARTMENT.

The COUNTY will make the records available to the department or its designee for inspection, audit and copying upon request. The COUNTY will provide proper facilities for the inspection, audit or copying.

G. Comply with all other terms of this Agreement.

II. DEPARTMENT OBLIGATIONS:

The DEPARTMENT agrees to do all the following:

- A. Support the COUNTY in its project implementation efforts including outreach and education, and technical assistance and other areas identified in the contract.
- B. Reimburse the COUNTY for allowed costs for work performed and deliverables provided, subject to compliance with the requirements of this Agreement. Reimbursements will be made for allowable costs as specified above in I. D. only after this agreement is signed by all required parties.
- C. The DEPARTMENT's obligation to make payments is contingent upon funds appropriated by the Legislature. Reduction in those appropriations may be necessary due to budget shortfalls. The DEPARTMENT will notify the COUNTY if a reduction in the AGREEMENT amount is necessary as the result of a reduction in the legislative appropriation. In that circumstance, the DEPARTMENT and COUNTY may adjust the workplan commensurate with any reductions by written agreement or exercise the right of termination provided by this Agreement.
- D. The DEPARTMENT in its sole discretion may pursue remedies against the COUNTY for the failure to perform the requirements of this Agreement.
- E. Comply with other applicable terms of this agreement.

III. AGREEMENT EXTENSION

Unspent funds allocated to the COUNTY in 2021 may be extended until December 31, 2022 if the COUNTY files a written request by December 31, 2021, identifying funds it does not anticipate spending, and further provides the DEPARTMENT, by no later than February 15,

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2022, documentation identifying all work under the 2022 AGREEMENT remaining to be completed and a workplan for utilizing these funds in 2022.

IV. STANDARD TERMS AND CONDITIONS

To the extent permitted by law, comply with 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), attached to and made part of this AGREEMENT in Appendix B. In the event of a conflict between any provision contained in Appendix B and any other provision of this AGREEMENT, such other provision shall prevail over the conflicting provision in Appendix B.

V. LOBBYING:

The COUNTY may not use funds received under this AGREEMENT, directly or indirectly, for lobbying activities of any kind. Materials printed, reproduced or distributed under this AGREEMENT may not advocate a particular position on any state legislation or state agency action, nor may they encourage the recipient to contact or lobby any state legislative or agency official for lobbying purposes.

VI. TERMINATION OF AGREEMENT:

Either party may terminate this AGREEMENT by giving at least 30 days prior written notice to the other party. The DEPARTMENT reserves the right to cancel any AGREEMENT, in whole or in part, without penalty, due to non-appropriation of funds or the COUNTY's failure to comply with this AGREEMENT.

If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT's liability is limited to the actual costs incurred by the COUNTY as of the date of termination, the other terms of this AGREEMENT, plus any termination expenses incurred with the prior written approval of the DEPARTMENT.

VII. CONTACTS:

Communications regarding this AGREEMENT will be directed to the following persons, or persons subsequently designated by the parties:

COUNTY – Sauk County Land Resources and Environment Department
Brian Sadler 608-355-4841
Melissa Schlupp 608-355-4838

DEPARTMENT – Katy Smith 608-224-4621
Wednesday Jordan 608-224-4611

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VIII. FUNDING SOURCE:

This AGREEMENT is funded pursuant to an appropriation under Wis. Stat. § 20.115(7)(qf), Wis. Stats. SEG fund 274. The Land and Water Conservation Board (LWCB) has recommended funding under Wis. Stats. § 92.14.

XIV. COUNTERPARTS; ELECTRONIC SIGNATURES:

This AGREEMENT may be executed in multiple originals, which together shall constitute a single contract. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. ch. 137 to execute this AGREEMENT.


XV. EFFECTIVE DATE:

This AGREEMENT will become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this AGREEMENT.

Each undersigned representative of the DEPARTMENT and the COUNTY certifies that he or she is fully authorized to enter into the terms of this AGREEMENT on behalf of the entity they represent and to execute and legally bind such party to this AGREEMENT.

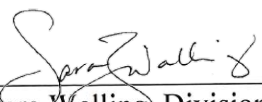
NOW, THEREFORE, in consideration of their mutual AGREEMENTs, the parties agree to the terms and conditions in this contract.

SAUK COUNTY

By 
Lisa Wilson, Director
Sauk County Land Resources and Environment Department

Dated: February 17, 2021

WISCONSIN DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

By 
Sara Walling, Division Administrator
Agricultural Resource Management

Dated: February 19, 2021

APPENDIX A

2021 Workplan

Sauk County Land Conservation will use DEPARTMENT grant funds to coordinate farmland preservation outreach efforts designed to increase participation in the Fairfield and Bear Creek County Agricultural Enterprise Areas. Activities accomplished through this AGREEMENT will:

- A. Increase Farmland Preservation Program participation in Sauk County (through signed and recorded agreements in AEAs).
- B. Increase conservation compliance and total acres under nutrient management plans.
- C. Implement goals of the Sauk County Land and Water Resource Management Plan:
 - a. Encourage landowners to implement practices to meet “T” (tolerable soil loss) on all cropped fields.
 - b. Reduce delivery of manure, other waste materials and sediment to surface waters.
 - c. Assist landowners and local units of government with programs and policies that encourage preservation of prime farmland and implementation of soil and water conservation standards.

The following 2021 workplan contains specific activities Sauk County Land Conservation Department will complete to implement objectives listed above:

A. Outreach and Education

- 1. Contact the landowners who signed in support of the original AEA petitions for the Fairfield and Bear Creek AEAs by letter to promote the project. The county may use its discretion to contact all original petitioners or those landowners who have not signed a farmland preservation agreement.
- 2. Contact farmers or renters through mailings, by phone and in person within the Fairfield and Bear Creek AEAs to promote the project.
- 3. Develop promotional materials and postings on social media sites to promote the project and the farmland preservation program.
- 4. Contact local Coops, CCAs, “Friends” groups, farm and environmental organizations and economic development corporations to share information about the project, the Fairfield and Bear Creek County AEAs.
- 5. Attend town board meetings within the project area, correspond with town and county officials or coordinate a meeting in each AEA to promote the project and explain eligibility requirements related to farmland preservation agreements and conservation compliance.
- 6. Coordinate with DEPARTMENT’s Farmland Preservation Program Manager to develop outreach materials such as flyers, FAQs, brochures and postcards as needed to highlight the project. Topics should include soil and water conservation standards, the Fairfield and Bear Creek AEAs, and other topics related to the Farmland Preservation Program.

B. Prepare Farmland Preservation Agreements in Cooperation with Eligible Landowners

- 1. Work with interested landowners to apply for farmland preservation agreements on eligible lands.

2. Meet with landowners/farmers one-on-one to walk over their farm, share information about conservation, available technical and financial resources, and refer landowners to appropriate partners to meet conservation goals.
- C. Other relevant activities
1. Other activities relevant to Items A-B that are not defined herein but are relevant to project initiatives.
 2. Contribute information and identify contacts to enable DEPARTMENT's Farmland Preservation Program Manager to prepare content for an Agricultural Enterprise Area "Snapshot" for either the Fairfield or Bear Creek AEAs.

Appendix 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 letterhead, 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.



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.