

AGREEMENT STANDARD TERMS AND CONDITIONS

Attachment #2

- 1.0 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. Providers performing construction activities are required to pay state use tax on the cost of materials.

- 2.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any Agreement 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 Agreement 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.

- 3.0 APPLICABLE LAW:** This Agreement shall be governed under the laws of the State of Wisconsin. The Provider 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 Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any Agreement with a federally debarred Provider or a Provider which is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the Provider under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 5.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this Agreement, the Provider 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 Provider further agrees to take affirmative action to ensure equal employment opportunities.

5.1 Failure to comply with the conditions of this clause may result in the Provider's becoming declared an "ineligible" Provider, termination of the Agreement, or withholding of payment.

- 6.0 INSURANCE RESPONSIBILITY:** The Provider performing services for the State of Wisconsin shall:

6.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

6.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. 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 Agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

6.3 Provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the Agreement.

6.4 The State reserves the right to require higher or lower limits where warranted.

- 7.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to non-appropriation of funds or for failure of the Provider to comply with terms, conditions, and specifications of this Agreement.

- 8.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

- 9.0 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 Agreement.

10.0 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 Agreement is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Agreement. 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.

11.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other sub-units, 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.

12.0 HOLD HARMLESS: The Provider 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 Provider, or of any of its sub-agreement agencies, in prosecuting work under this agreement.

13.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a consultant full-time by a State of Wisconsin agency from being retained as a consultant 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.

14.0 EMPLOYMENT: The Provider 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 agreement agency.

15.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.225, Wis. Stats., regarding conflicts of interests by directors in the conduct of State Agreements.

16.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

16.1 Prior to award of any Agreement, a potential Provider shall certify in writing to the procuring agency that no relationship exists between the potential Provider and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Provider and another person or organization that constitutes a conflict of interest with respect to a State Agreement. The Department of Administration may waive this provision, in writing, if those activities of the potential Provider will not be adverse to the interests of the state.

16.2 Providers shall agree as part of the Agreement for services that during performance of the Agreement, the Provider will neither provide Agreement services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the Agreement agency or has interests that are adverse to the agreement agency. The Department of Administration may waive this provision, in writing, if those activities of the Provider will not be adverse to the interests of the State.

17.0 RECORDKEEPING AND RECORD RETENTION: The Provider shall establish and maintain adequate records of all expenditures incurred under the Agreement. 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 Agreement resulting from this bid/proposal held by the Provider. The Provider will retain all documents applicable to the Agreement for a period of not less than three (3) years after final payment is made.

18.0 INDEPENDENT CAPACITY OF PROVIDER: The parties hereto agree that the Provider, its officers, agents, and employees, in the performance of this Agreement shall act in the capacity of an independent Provider and not as an officer, employee, or agent of the State. The Provider agrees to take such steps as may be necessary to ensure that each sub-agreement agency of the Provider will be deemed to be an independent Provider and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.