Department of Workforce Development
Office of Procurement
201 E. Washington Ave., G-400
PO Box 7946
Madison, WI 53707-7946

Governor Scott Walker
Secretary Raymond Allen

CONTRACT

by and between
Department of Workforce Development
and
San Diego State University Research Foundation

COMMODITY OR SERVICE:
Comprehensive Statewide Needs Assessment (CSNA)

REQUEST FOR PROPOSAL NO:
ILG0021

CONTRACT NO.:
44500-O17-ILG0021-00

CONTRACT PERIOD:
January 19, 2018 thru September 30, 2020
(3 year contract, with one 2 year renewal)

DWD Program Administration:
Kurtis Bock, Director
Bureau of Procurement and Information Management
201 E. Washington Ave.
Madison, WI 53703

CONTRACTOR INFORMATION: (Please Complete)

Contractor / Provider Name: San Diego State University Research Foundation
Contractor / Provider Authorized Representative: Sandra M. Nordahl, CRA
Contractor / Provider Authorized Email: awards@foundation.sdsu.edu
Contractor / Provider Address: 5250 Campanile Drive
Contractor / Provider Mailing Address: 5250 Campanile Drive
Contractor / Provider City, State, Zip: San Diego, CA 92182-1934
Contractor / Provider Phone / Fax: (619) 594-5731
Contractor / Provider Administrator: Karyna Castellanos
Contractor / Provider Email: kcastellanos@sdsu.edu
Contractor / Provider FEIN#: 95-6042721

The Department and the Contractor acknowledge that they have read the Contract and the attached exhibits, addendums and requirements, understand them and agree to be bound by their terms and conditions. Further, the Department and the Contractor agree that the Contract and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the Contract. DWD reserves the right to reject or cancel agreements based on documents that have been altered.

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by the Department.

Signatures

Sandra M. Nordahl — 1/22/18

Authorized Representative Signature — Date

Sandra M. Nordahl, Director, SR Contracting & Compliance

Name, Title

1/24/2018

Division Administrator — Date

1/24/18

~~Christopher E. Hagerup, DWD Deputy Secretary~~ — Date

BJ Dernbach, Administrator DWD, Operations

CONTRACT

I. PARTIES TO THE CONTRACT

This agreement, hereinafter referred to as the "Contract", shall be between the Wisconsin Department of Workforce Development with a notice address of 201 E. Washington Ave, Madison, WI 53703, hereinafter referred to as ("DWD"), and San Diego State University Research Foundation, Interwork Institute, with a notice address of 5250 Campanile Drive, San Diego CA, 92182-1931 ("San Diego State University") listed on the signature pages, hereinafter referred to as "Contractor" and/or "Provider" for the procurement of Commodity or Services listed, according to the terms set forth in this Contract. The Contractor shall not have exclusive rights to provide all supplies or services covered under this contract during the term of the contract or any extension of the contract.

II. TERM OF CONTRACT

The Contract term is January 19, 2018 thru September 30, 2020. Upon satisfactory performance and by mutual agreement of the agency and the contractor, the contract may be renewed up to one additional two (2) year period.

III. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

DWD's Request for Proposal, the proposal response, written communications and this Contract constitute the entire agreement between the parties. The order of precedence is as follows:

A. Laws, regulations and policies of the State and Federal government;
B. This Contract signed by all parties, inclusive of appendices and exhibits and any subsequent modifications to that document;
C. The Request for Proposal (RFP #ILG0021), inclusive of Wisconsin's *Standard Terms and Conditions* (DOA-3054) and the *Supplemental Standard Terms and Conditions for Procurements for Services* (DOA-3681), and other appendices and exhibits;
D. Any amendments to the RFP;
E. The Contractor's proposal and any written clarifications or representations incorporated as part of the procurement process; and;
F. Other documents specifically incorporated by reference into any of the above, specifically including Operating Rules or policy documents that are developed to support this initiative.

Any conflict or ambiguity in terms shall be governed by the highest listed document. Contractor composed and submitted contracts will not be accepted as a substitute for these terms and conditions.

Contractor agrees to renegotiate this contract or any part thereof, to address:

- Increased or decreased volume of services;
- Changes required by State and/or Federal law or regulations, or court action; or
- Reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a renegotiated contract under the above-listed circumstances constitutes cause for DWD to unilaterally terminate this contract.

Revision of this Contract may be made by mutual agreement. The revision will be effective only when DWD submits an addendum or amendment to this agreement which is then signed by the authorized representatives of both parties, except in circumstances in which increased caseload or contract amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by the DWD.

The Contract represents the entire agreement between parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

IV. AGENCIES TO BE SERVED

This contract shall be for use by the following agencies for the State of Wisconsin:

Department of Workforce Development

The Office of Procurement Services reserves the right, with the consent of the Vendor, to offer this Master Agreement to other state agencies requiring the product(s) or service(s).

V. SCOPE OF SERVICES

The Contractor will provide a labor market exchange system in accordance with this contract. Specific program requirements are included as **Exhibit 1 Scope of Services**.

VI. CONTRACT ADMINISTRATION AND MANAGEMENT

The Department's Contract Administrator is David Knuth who shall administer the Contract for the Department.

The Contract Administrator or a designee shall be responsible on behalf of the Department for all contractual matters. The Contract Administrator shall establish and oversee contract management functions, including ongoing monitoring and enforcement of Contractor compliance with performance standards and overall terms and conditions of this Contract. The Contract Administrator shall issue all notices regarding the failure to meet performance standards and any assessments of damages and/or reductions in compensation under the provisions set forth in this document as well as responses to change requests.

In addition to the Contract Administrator, there shall also be the Project Manager during the Design, Development, Implementation, and Operations and Modification Phases for the purposes of daily communications, formal and informal discussions, and other duties in fulfillment of contract management responsibilities. During the life of the Contract, the Project Manager or designee shall have day-to-day responsibility for the direction of the project and shall be the Contractor's primary liaison in working with other Department staff. The Project Manager shall:

- Receive and review all Contractor progress reports and deliverables;
- Approve Contractor submitted deliverables;
- Oversee scheduling of meetings with state staff;
- Maintain first-line administrative responsibility for the provisions of the Contract; and
- Consider change requests.

The Project Manager may issue, from time to time, such written specifications and instructions as may be necessary for the Contractor to carry out its scope of work and performance obligations.

The Contractor shall designate a contract manager or designee who shall have the authority to enter into any contract modifications on behalf of the Contractor and otherwise commit the Contractor to any course of action, undertaking, obligation, or responsibility in connection with the Contractor's performance of this Contract. The Contractor's Contract Manager shall be:

Sandra M. Nordahl, CRA

The Contractor shall designate a Contractor project manager who shall have day-to-day responsibility for supervising the performance of the Contractor's obligations under this Contract. The Contractor's Project Manager shall be:

Dr. Chaz Compton Ed.D., CRC
Project Director

Interwork Institute, SDSU
6367 Alvarado Court, Suite 350
San Diego, CA 92120
619-594-7935 (voice)

619-594-4208 (fax)
ccompton@interwork.sdsu.edu

The Contractor shall not change the designation of its Contract Manager or its Project Manager without the Department's prior written approval, which shall not be unreasonably delayed or withheld.

VII. BILLING AND PAYMENT TERMS

Awarded contract will follow the costs outlined in **Exhibit 2 Program Budget/Costs**. Payments will be made from properly submitted invoices for rendered services. Contractor will receive a copy of the Purchase Order against this Contract; the Purchase Order number must be included on all invoices.

Address the invoice as follows:

DWD – DIV OF VOC REHAB
ATTN: DVR BUDGET ANALYST
PO BOX 7852
MADISON WI 53707-7852

but then either:

1. FAX the invoice to (608) 327-6012 (preferred); OR
2. E-mail the invoice to: Einvoice@dwd.wisconsin.gov

There is no need to mail in a hard copy of the invoice, if the above steps are followed.

This contract shall be on the basis of a firm fixed unit price for the elements listed.

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds there for. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with Section XVI related to provisions for Termination of the Contract.

A. Withholding, Deduction/Reduction, and Recovery of Funds

The Department shall have the right to withhold, deduct, reduce, and/or recover payments due under the terms of the Contract if the Contractor fails to provide services consistent with this Contract; if the Contractor fails to meet performance standards; or if the Department reasonably determines it to be necessary to protect the Department against potential losses or liabilities, including potential federal disallowances or sanctions. The Department may recover payments pursuant to state or federal audits.

1. Withholding

The payments to be withheld will be in an amount the Department determines necessary to cause the Contractor to correct its failures, or to protect the Department against potential losses or liabilities, and such amount will be withheld until the failure to provide the services or meet the Contract provision is cured or until the potential loss or liability ceases. The Department will withhold funds pursuant to this subsection only after the Department has given notice to withhold funds.

2. Deduction/Reduction of Funds

The Department makes payments only for services that are actually provided and that meet the terms and conditions of this Contract. Therefore, the Department shall have the right to deduct the amounts being withheld from its financial obligations to the Contractor if, at the end of the Contract term, the Contractor has not yet cured its failures or caused the potential losses or liabilities to cease. In addition, the Department shall have the right to deduct amounts equal to an amount imposed against the Department as a Federal disallowance or sanction that is attributable to the Contractor's performance or failure to perform.

The Department shall have the right to deduct any amounts due the Department from the Contractor from money otherwise payable to the Contractor for any other reason specifically provided under this Contract.

The DWD reserves the right, upon careful examination, to reduce the total amount of the contract award due to significant under-spending by the Contractor. All such contract award reductions will be executed by a unilateral amendment issued by the Department and will become effective upon thirty (30) days written notice to the Contractor. Such reduction in funding shall not relieve the Contractor of any programmatic requirements or contractual responsibilities.

3. **Recovery of Funds**
The Department reserves the right to recover funds that are owed by either:
   a. Requesting immediate repayment from the Contractor, OR
   b. Reducing future payments to the Contractor by an amount equal to what is owed. The Department may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

4. **Payment Adjustments**
The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this section.

B. **Contractor Liabilities**

1. **Past Due Liabilities**
The Contractor shall notify the DWD in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractor, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

2. **Past Due Payments**
The Contractor shall notify the DWD, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars ($500), or when total past due liabilities to any one or more vendors exceed one thousand dollars ($1000), related to the operation of this Contract for which the DWD has reimbursed or will reimburse the Contractor. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractor to resolve the dispute.

C. **Liquidated Damages**
The State declares, and the Contractor acknowledges, that the State may suffer damages due to the Contractor's delay or failure to perform in accordance with the terms and conditions of the Contract or other similar directive. Since it is impractical and difficult to accurately fix actual damages sustained in the event of any such delay or failure, the State may assess the Contractor, after notice to the Contractor of the appropriate amount, beginning on the first Business Day after the scheduled due date of any Work to be performed or provided by the Contractor set forth in a contract or similar directive, daily liquidated damages for each Day the delay or failure continues until such time as the Work is provided to the State and either passes Acceptance, or is rejected by the State. Said liquidated damages shall be a prorated percentage of the total contract amount to be determined by the State prior to assessment.

The State shall notify the Contractor in writing of the assessment of liquidated damages. The Contractor shall not be liable for liquidated damages when delays or failures arise from causes solely the responsibility of the State. At the State's option, the State may deduct liquidated damages set

forth below from any monies due and payable to the Contractor. Any damages outstanding over and above the amounts deducted from invoices shall be promptly tendered by Contractor's to the State

D. **Insurance**
The Contractor shall provide professional liability insurance for its professional employees, public liability, property damage, worker's compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of the Contractor's operations under the terms of this Contract. In the event any carrier of such insurance exercises cancelation, notice of such cancelation shall be made immediately to the State of Wisconsin.

E. **Bankruptcy**
In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code or any other of the fifty states in the United States, the State of Wisconsin's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the State of Wisconsin for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance as determined by the State of Wisconsin.

VIII. STATE AND FEDERAL RULES AND REGULATIONS

A. **Applicable Laws**
The Contractor shall comply with all federal and state laws, rules and regulations and with Policies and Procedures relating to the provision of services under this Contract.

B. **Debarment Certification**
The authorized Contractor representative must review, sign, and return the Certificate Regarding Debarment and Suspension form (Appendix A).

C. **Lobbying Certification**
The authorized Contractor representative must review, sign and return with this Contract either the Certificate Regarding Lobbying form or the Disclosure of Lobbying Activities. (Appendix B).

C. **Non-Discrimination/Affirmative Action Requirements**
The terms of your state contract require that your company submit an Affirmative Action Plan within **fifteen (15)** working days of returning the signed contract. Exceptions exist, and are noted in the Instructions for Vendors. An electronic version of the Instructions for Vendors and all forms required are available at: http://vendornet.state.wi.us/vendornet/contract/contcom.asp . If you require a printed copy of this information, please call (608) 267-3902 to have one mailed to you.

IX. PRIVACY AND CONFIDENTIAL INFORMATION

A. **Records**
All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable policy, and shall be the sole property of the State of Wisconsin. The contractor must respond immediately to all inquires from DWD and make all records and any written and/or electronic case information available to DWD at any time upon request. DWD, in its monitoring of the contract, reserves the right to inspect or investigate any and all contract and subcontract agency records, procedures, and operations at any time during and after the close of the contract period. Policies and procedures for record creation, maintenance, storage, transfer, release, and destruction are incorporated as **Appendix C.**

X. RECORDS, DEPARTMENT PROPERTY AND AUTOMATION

A. **Records**
The Contractor shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The Contractor shall retain records in a secure environment for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon DWD's request, at the expiration of the contract, the Contractor will transfer at no cost to DWD all records regarding users of the labor market exchange system created, stored and/or maintained by the Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

The Contractor shall make all records and any written and/or electronic case information available to the Department or its authorized agents upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

B. **Equipment and Property**

The Department shall have all ownership rights to any hardware supplied by the DWD and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract.

The Contractor is responsible for keeping all DWD property secure from theft, damage or other loss. The Contractor shall preserve the safety, security and integrity of DWD property, data, and equipment in accordance with **DWD policy and procedures. (See Appendix D).**

The Contractor shall keep all state owned automation equipment in a secure place and shall be responsible for damages or losses when such damage or loss is caused by the negligence or willful misconduct of the Contractor, Contractor's staff, or subcontractor. The Contractor shall reimburse DWD accordingly upon demand. This remedy shall be in addition to any other remedies available to DWD by law or equity.

Contractor shall surrender to DWD all DWD property upon the termination of this Contract.

C. **Information Technology**

The Department and the Contractor will work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this contract.
The Contractor will provide for information technology security in accordance with the Department's policies and procedures **(See Appendix D).**

XI. ACCOUNTING REQUIREMENTS

A. **Accounting Records**

The Contractor shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP), in a manner which will enable state or federal government or other staff to audit and examine any books, documents, papers and records maintained in support of the Contract and as more specifically provided below. All documents shall be made available to the Department at its written request, and shall be identifiable as pertaining to this Contract. The Contractor must provide the Department a letter, no later than 180 days from the end of the Contractor's fiscal year, from the Contractor's auditor verifying financial stability as evidenced by a GAAP audit

XII. SUBCONTRACTS

A. **Prior Written Approval**

The Contractor may subcontract part of this Agreement only with the prior written approval of the DWD. In addition, DWD approval may be required regarding the award process, the terms and conditions of the subcontracts and the subcontractors selected. Approval of the subcontractors will be withheld if the DWD reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided and costs billed.

B. **Contractor Responsibility**

The Contractor retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub-contractual agreements and will be subject to enforcement of the terms and conditions of this Contract.

C. **Minority Business Subcontractors**

The Wisconsin Department of Workforce Development is committed to the promotion of minority businesses in the State's purchasing program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

Contractor is strongly urged to use due diligence to further this policy by setting up subcontracts to state-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this contract (second-tier suppliers), with a goal of awarding 5% of the contract cost to such enterprises. An MBE means a business certified, or certifiable, by the Wisconsin Department of Commerce under Statute 560.036(2).

Contractor's submitted **DWD MBE Program Awareness, Compliance & Action Plan** (included in their proposal) indicating their proposed utilization of state-certified minority businesses will be the basis for this effort during the contract term. Contact the State's Minority Business Manager for assistance in locating certified firms at (608) 267-3293. A listing of State of Wisconsin certified minority businesses, as well as the services and commodities they provide, is on the State-certified MBE web site: https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx

Quarterly reports (sample report included in Appendix E), as agreed, are requested to be submitted to the Department of Workforce Development, Procurement Unit, itemizing the deliveries and cost of items or services provided by certified firms. Reports should state the costs for the previous contract quarter. The department reserves the right to verify with listed firms their involvement as subcontractors or second-tier suppliers.

XIII. MONITORING AND COMPLIANCE REVIEWS

A. Monitoring

The Department will monitor the Contractor's general compliance and adherence to the terms of the Contract and the Scope of Service provisions. Monitoring may be conducted on a periodic basis or as otherwise determined by the Department.

The Department reserves the right to monitor all aspects of the Contract, including (but not limited to):

- Adherence to the terms and conditions of the Contract,
- Adherence to state and federal laws governing the Contract,
- Achievement of program performance standards,
- Adherence to fiscal reporting and cost allocation requirements, and
- Customer satisfaction and quality of services provided.

The Department may also monitor customer complaints regarding the operation of the program by the Contractor. The Contractor shall provide the Department with access to all customer records upon request, including the results of Contractor administrative reviews of customer complaints.

On-site monitoring visits will be scheduled at a time that is mutually acceptable to the parties with at least ten (10) days advance notice to the Contractor, or at an earlier date upon mutual agreement. On-site visits based on emergent issues may be conducted by the Department as needed, without advanced notice from the Department.

As a result of monitoring, the Department may make recommendations concerning compliance with program requirements, achievement of program performance standards or the administrative efficiency of the program and the Department may require that the Contractor take corrective action to remedy any identified deficiencies.

The Department reserves the right to inspect or investigate any and all Contractor and subcontractor records, procedures, and operations at any time during and after the close of the contract period.

B. Corrective Action

The Department will notify the Contractor of items that require corrective action and the need for the Contractor to develop and submit a Corrective Action Plan. The Contractor response must be submitted within ten (10) days of the date of the notice under this section, unless the Department approves an extension. The Department must approve the Contractor's plan for corrective action.

Failure by the Contractor to fully implement the approved Corrective Action Plan may result in a payment , withholding, reduction, or recovery as described in Section VII. Failure to comply with any part of this Contract may also result in revision or termination of the Contract.

C. **Notice to DWD**
The Contractor shall immediately notify the Department if the Contractor is substantially unable to provide the services specified under this contract. Upon such notification, the Department shall determine whether such inability will require revision or termination of the Contract for cause.

XIV. DISPUTE RESOLUTION

If any dispute arises between DWD and Contractor under this contract, including DWD's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

A. DWD's and Contractor's Contract Administrators will attempt to resolve the dispute.

B. If the dispute cannot be resolved by the Contract Administrators, Contractor may ask for review by the Administrator of the Division in which the DWD's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department.

C. If the dispute is still not resolved, Contractor may request a final review by the Secretary of the Department.

XV. CANCELLATION AND TERMINATION

A. **Termination for Cause**
The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate this Contract after providing the State one hundred and twenty (120) calendar days notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

B. **Termination for Convenience**
Either party may terminate this Contract at any time, without cause, by providing a written notice; the State by providing at least thirty (30) calendar days notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days notice to the State in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any monies owed under the Contract. The Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual Service hours provided. The State shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

C. **Contract Cancellation**
The State reserves the right to immediately cancel this Contract in whole or in part without penalty if the Contractor:

- Breaches or defaults an obligation under the Contract as follows:
    - Fails to perform any material obligation required under the Contract
    - Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
    - Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30) day notice.
    - Makes an assignment for the benefit of creditors
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required here in.
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a federally debarred Contractor;
- Is excluded from federal procurement and non-procurement Contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, OR
- Contractor performance threatens the health or safety of a State employee or State customer.

XVI. TRANSITION UPON TERMINATION OR EXPIRATION OF CONTRACT

A. Transition Plan

Within fifteen (15) business days of a notice provided under section XV. A (Termination for Cause), the Contractor shall develop a plan for the complete transition of the Contractor's responsibilities to the Department or to a successor Contractor. The plan will allow for uninterrupted continuation of services to program participants and shall include provisions for the orderly transfer of all participant information including paper and electronic files held by the Contractor or its subcontractor. The Transition Plan is subject to approval by the Department.

B. Transition Responsibilities

The parties acknowledge that the continuing provision of high quality services requires that there be no disruption of services during a transition from the Contractor to the Department or to a successor contractor, if any, at the expiration or termination of this Contract. Accordingly, the Contractor will cooperate fully in providing for an orderly and controlled transition to the Department or to a successor contractor and will minimize any disruption in the services to be performed under this Contract.

C. Continuation

Notwithstanding any other provision in this Contract, the Contractor shall continue providing Contract services until the Department determines that the Department or a successor contractor is prepared to fully assume the Contractor's duties and obligations under this Contract. All the terms and conditions of the Contract will apply during this period except that, subject to the Contract's maximum reimbursement, the Contractor will be reimbursed 100% of the Costs reported on each monthly expenditure report for the period following the date at which the Contract was to expire or the date at which the Contract was to terminate after notice.

D. Staff

The Contractor shall maintain the staffing requirements in this Contract until the Department or a successor contractor fully assumes the Contractor's responsibilities under this Contract. The Contractor shall not restrict its employees from becoming employees of the Department or of a successor contractor, except to the extent necessary for the Contractor to fulfill its obligations during the transition period.

E. Management

The Department's Contract Administrator will oversee the transition by coordinating transition activities and approving the transition plan. The Contractor shall designate a person responsible for

coordinating its transition responsibilities and will assign staff as the Department determines is necessary to assist in the transition. Status meetings including staff from all parties involved in the transition will be held as frequently as the Department determines is necessary.

APPENDIX A
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

APPENDIX A Con't
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:
Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that to the best of your knowledge, neither you or your principals performing services hereunder are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name: Sandra M. Nordahl, CRA, Director, Sponsored Research Contracting and Compliance	
Company: San Diego State University Research Foundation	
Address: 5250 Campanile Drive	
City, State, ZIP: San Diego, CA 92182-1934	
PHONE: (619) 594-5731	FAX: (619) 594-4950
e-mail: awards@foundation.sdsu.edu	
Signature: Sandra M. Nordahl	Date: 1/22/18

APPENDIX B
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Sandra M. Nordahl	1/22/18
(Signature of Official Authorized to Sign Application)	(Date)
Sandra M. Nordahl, CRA	Director, Sponsored Research Contracting and Compliance
(Print Name)	(Title)
San Diego State University Research Foundation	
(Agency / County Name)	(Title of Program)

APPENDIX B, Con't
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. **Type of Federal Action:**	2. **Status of Federal Action:**	3. **Report Type:**
a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post award	**For Material Change Only:** year _____ quarter _____
d. loan		date of last report _____
e. loan guarantee		
f. loan insurance		

4. **Name and Address of Reporting Entity:**	5. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**
☐ Prime ☐ Subawardee Tier _____, *if known*: Congressional District, *if known*: _____	_____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____

11. Amount of Payment (check all that apply):

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash

☐ b. in-kind; specify: nature _____

value _____

13. Type of Payment (check all that apply):

☐ a. retainer

☐ b. one-time fee

☐ c. commission

☐ d. contingent fee

☐ e. deferred

☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi--annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Signature:

_____

Print Name:

_____

Title:

_____ _____

Tele. No: **Date:**

APPENDIX B, Con't

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

APPENDIX B, Con't
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

APPENDIX C

Records Management
Policy Number: 503
Subject(s): Records Management, Records
Effective Date: May 28, 1998
Last Reviewed Date: July 11, 2017
Last Revised Date: July 11, 2017
ASD Bureau: Procurement
Contact(s): Dawn Bluma - (608) 266-5515; Carey Clifton-Myers - (608) 266-7272
Except for the "Related Links" section, any information referenced within is considered to be a part of this policy.

1.1 Purpose

The Department of Workforce Development (DWD) is required to maintain a records management program per WI Statute. This is accomplished through adherence to the Wisconsin statutory requirements related to records.

1.2 Definition of a Record

Records can be in any form - paper, electronic, email, audio, video or other recording media. The informational content and function determine if a record has been created, not the medium in which it was created. (See specific policy guidelines in the Record Types section below.)
Statutory definition - Records are defined by Wisconsin Statute 16.61(2)(b) as all books, papers, maps, photographs, films, recordings, optical disks, electronically formatted documents or any other documentary materials, regardless of physical form or characteristics, made or received by any agency of the state or its officers or employees in connection with the transaction of public business.
A simpler definition - A record is information, in any format, preserved because it either: (a) is of historical value, or (b) is evidence of or is needed for one of DWD's functions, such as policies and procedures, decisions, operations and activities, programs and mission, and projects.
This policy applies to all records created, received or maintained by DWD employees and contractors in carrying out public business, including management of those records upon employee termination or transfer.
In the event of conflict between the general policies stated here and more specific policies on the handling of records by contractors in a particular program, the more specific policies shall control.

1.3 Policy

Records created in the course of performing job responsibilities belong to DWD and the State of Wisconsin. DWD records, including email records, should be stored on DWD file servers in a shared location (S:\ or V:\ drive).
DWD has the duty to preserve confidentiality of personal third-party information under various statutes and data-sharing agreements. Files with personal information will not be copied from a DWD server, employee H:\ drive or email to CD, DVD or other portable medium, such as removable hard drives or USB drives, unless there is a data sharing or equivalent agreement or arrangement in place. Additional requirements regarding personal or other confidential information may be found in the relevant statutes or rules of each program and in the IT Security Standard, Policy 516.03.
All DWD employees and contractors are responsible for understanding the basic requirements under this policy.

1.4 Procedures and Responsibilities

Governance of the Record Management program is the responsibility of department executives (Assistant Deputy Secretary, Division Administrators and Deputies).
Implementation of Records Management program requirements is the responsibility of managers, including project managers and supervisors.

1.4.1 Department Secretary

As required under Chapter 15.04(1)(i) and (j), Wis. Stats., department heads establish a record program and appoint a Records Officer.

1.4.2 Executives and Department Managers/Supervisors

Executives and department managers/supervisors are responsible for ensuring that this policy and its associated standards are implemented within their division or business unit.

1.4.3 Supervisors

In addition to the responsibilities listed in the Executives and Department Managers/Supervisors section above, supervisors are also responsible for the following when employees, contractors, trainers or partners terminate employment with or transfer from DWD. See Sample Letter Acknowledging an Employee's Resignation which reinforces the above requirements:

- Ensuring that staff members move any relevant work products from their H:\ drive to an appropriate shared server location before leaving. Requests to transfer H:\ drives will not be allowed since the personal H:\ drive is designated for documents of individual interest only.
    A. H:\ drive items, such as documentation for an employee's Goals and Objectives, parking information, training requests, files related to an individual employee's benefits, and items of this nature may be transferred with supervisory approval when an employee is transferring within DWD.
    B. If there are remaining items in an employee H:\ drive upon termination or transfer, supervisors will review and distribute the items as soon as possible so the drive can be deleted.
- Ensuring that staff members file any relevant email in an appropriate shared server location before leaving employment.
- Approving the copying of relevant files, including email, for an employee who transfers to another DWD division or state agency. The supervisor must ensure that no personally identifiable or confidential information of third parties is in the documents or email and that the content is relevant to the employee's new job. The supervisor will be required to respond to a set of standard questions prior to the copying being done:
    A. What information is requested to be copied, and for what purpose?
    B. Are there business items with personally identifiable information, such as names, Social Security Numbers of third parties conducting business with DWD? If yes, the files or email should not be copied or transferred.

1.4.4 Legal Counsel

Legal Counsel is responsible for advising the Records Officer and staff about the legal aspects of records issues.

1.4.5 Department Records Officer

The Records Officer is responsible for the DWD Records Management program and for developing, monitoring and evaluating compliance with program guidelines. The Records Officer serves as the liaison between the Public Records Board (PRB) and program divisions in resolving issues related to existing and proposed Records Disposition Authorizations (RDAs). He or she is responsible for submitting RDAs to the Public Records Board for approval and attending the Records Committee meetings where the RDAs are reviewed by PRB members.
The Records Officer works with a team of Division Records Managers to facilitate and coordinate the department Records Management (RM) program activities, including:

- Proposing a governance process;
- Developing and providing training and business area staff education on RM compliance requirements;
- Developing and testing RM processes and tools;
- Implementing the RM program in respective business areas:
    - Administering day-to-day business area RM needs (questions/answers);
    - Assisting business areas with RM procedures and RDA development;
    - Collecting data from business areas on RM compliance;
    - Conducting periodic reviews and coordinating "clean up" of records.

1.4.6 Bureau of Information Technology Services

The Administrative Services Division (ASD) Bureau of Information Technology Services (BITS) is responsible for facilitation of data processing and presentation of business records, including migration over the course of the records lifecycle. Division program staff are the owners of business records and are therefore responsible for the retention and disposition of electronic files.

1.4.7 DWD Staff and Contractors

DWD employees and contractors are responsible for managing records created as part of job duties, knowing the length of time they must be kept according to the Records Disposition Authorizations (RDAs) they are governed by, and filing documents appropriately that need to be shared, or belong to a team or project, on the shared file server (S:\ or V:\ drive), where they can be accessed in case of an unexpected absence.

Documents of individual interest should be stored on the personal H:\ drive. Example H:\ drive items include documentation for an employee's Goals and Objectives, parking information, training requests, files related to an employee's benefits, and items of this nature. Upon termination or transfer, DWD staff and contractors are responsible for emptying their personal drive and mailbox prior to their last day, and moving any department records to a shared file server location directed by their supervisor.

1.5 Record Types

1.5.1 Electronic Records

Electronic records should be stored on the appropriate S:\ or V:\ drive so they are accessible by all who may need them. The H:\ drive is considered personal workspace and should contain documents that are of interest only to the individual.

1.5.2 Email Records

The email system is the property of the State of Wisconsin. Messages created in this system are the property of the state, not its employees, vendors or customers. Employees should have no expectation of email privacy. Since email is subject to public information requests, DWD has the right to monitor and access any email account for legitimate business reasons.
Email messages that are determined by their content to be records must be managed by an appropriate Record Disposition Authorization (RDA). All DWD employees have responsibilities in email creation, maintenance and disposition.

1.5.2.1 How to manage email records:

- The **sender** of the email must save the email record.
- The **primary and copied recipients** should also save the email if an **action is performed or a decision made** based on receiving the email.
- For **email received from people outside of DWD**, the primary recipient must keep the email record, based on retention rules.

See Public Records Board Email Records Guidelines for more detail.

1.5.3 Text Message/Instant Message Records

Advancing technology provides the ability to communicate through a variety of highly interactive platforms. With these comes the responsibility to understand the difference between when a message has a brief transitory purpose or is a record that should be saved in a stable format. Text and instant messaging are meant as tools for communicating thoughts, basic questions and answers to increase productivity. Conversations through text/instant messaging may be used in place of a quick phone call or a face-to-face chat.
Text messages or instant messages that would be considered more than transitory records should be saved to an appropriate email or file server folder for appropriate records retention, such as messages that show the following:

- What happened, when it happened and who was involved
- What was decided or recommended and by whom
- What advice or instruction was given
- The order of events or decisions

1.5.3.1 Examples:

- Case information/documentation
- Procedures/standards/policy updates/clarifications/approvals
- Final reports or recommendations
- Messages that initiate, authorize or complete a business transaction
- Messages related to work schedules and assignments

1.5.4 Web Records

1.5.4.1 Internet/Intranet/Extranet

The Internet, Intranet and Extranet are primarily considered **convenience copy** locations of official department records and information.

Content owners are expected to maintain source documents separately since web content is usually information derived from original records.
In cases **where the web is being used to maintain the official copy of records**, the expectation is that versioning is used to maintain a history of information that had been displayed on the web page until the retention period for those records has been reached.

1.5.5 Social Media

Postings on Facebook, Twitter or other social media sites that are hosted by a third-party entity may be subject to the public records law and state records retention requirements.
General guidance on public records on social networking sites from the Wisconsin Public Records Board:

- Information posted by agencies to social networking sites may be a public record and must be retained according to the relevant General Records Schedule (GRS) or agency RDA in situations where any of the following apply:
  A. the information is unique and not available elsewhere;
  B. contains evidence of the agency's policies and procedures;
  C. is being used to conduct the agency's work;
  D. has been authorized by the agency, or contains information for which there is a business need.
- When **citizens post information** concerning any aspect of agencies' work to agencies' social networking sites, that information is a public record and must also be retained according to a GRS or RDA.

1.5.6 Voicemail Records

Voicemail records include those that are delivered as email attachments to an individual mailbox as .wav files. They must be retained based on the RDA related to the content of the message.

1.5.7 IVR Records

Interactive Voice Response (IVR) records include logs that track what requests a caller made. These logs are maintained by computer programs and are disposed of based on the RDA related to the content of the message and/or the IT Business Records General Schedule.

1.5.8 Imaging System Records

Imaging system records include scanned documents, attached documents and versions, bar-codes, file profile and indexing information. Imaging records must be retained on an application by application basis based on the RDA(s) defined for the application.

1.5.9 Database Application Records

Database application/system records include all computer programs that collect and store information in a computerized repository. All systems require a unique RDA and automated purging processes developed as part of the system design and implemented when the system is rolled-out to production or soon thereafter.

1.5.10 Paper

Paper records of any volume should be sent to the State Records Center (SRC).
The SRC provides records storage and services to state agencies.
Records transferred for storage in the SRC remain in the legal, official custody of the creating agency. The SRC will only accept records for storage under an appropriate RDA.

1.5.11 Records Disposition Review

After records have been tentatively identified for disposition (destruction/deletion or transfer to the Wisconsin Historical Society), a final review shall be conducted to determine whether the disposition should proceed. The record disposition should be suspended if:

- Records are required for an IT system audit, a business program audit, a performance audit, a financial audit, a security audit, or a forensic audit;
- Records are relevant to an actual or imminent legal proceeding;
- A relevant public record request has been received and not completed; or
- An updated RDA is under development.

1.5.12 Disposition Methods

Records should be destroyed in accordance with the instructions established by the RDA.

The type of **disposition or destruction** used should be determined as follows:

- Paper records that do not contain any personally identifiable or otherwise confidential information should be sent for recycling.
- Paper records that do contain personally identifiable or otherwise confidential information should be shredded using cross shredders.
- Electronic records stored on other types of media (floppy disks, CDs, tapes, etc.) should be disposed of by shredding using the proper equipment for the media type.

APPENDIX D

IT Security Standard

Policy Number: 516.03

Subject(s): IT, Computers, Physical Security, Information Security, Logical Computer Access, Assets, Equipment, Protect Information, Backup/Recovery, Locked, Encryption, Passwords, Virtual Private Network (VPN), Thin Client, Remote Access, Confidentiality, Two-Factor Authentication

Effective Date: July 2011

Last Reviewed Date: December 20, 2016

Last Revised Date: February 6, 2017

Bureau: Information Technology Services (BITS)

Contact(s): Dan McCarthy - (608) 261-2145; Backup - Kelly Hanson - (608) 267-2967

Except for the "Related Links" section, any information referenced within is considered to be a part of this policy.

2 Purpose

To provide policies and procedures for all agency information systems used for receiving, processing, storing, or transmitting DWD information. All agency information systems must be properly used, secured and protected. Agency information systems include the equipment, facilities, and people that collect, process, store, display, and disseminate information.

3 Policy

IT Security standards apply to all staff, including but not limited to State of Wisconsin staff, agency partners, vendors, and contractors who provide State of Wisconsin services.

DWD employees and other users of DWD computer and information assets must abide by IT Security policies, procedures, roles and responsibilities and participate in annual IT Security Awareness Training.

4 Procedures and Responsibilities
5 Coordination and Compliance:

DWD will coordinate IT Security Policy and Procedures, beginning with the DOA DET IT Security Policy Handbook, and where necessary and required, maintain a DWD IT Security Policy and Procedure Handbook and associated DWD Agency Administrative Policies and Procedures.

The Bureau of Information Technology Services (BITS) will coordinate content between the DOA DET IT Security Policy Handbook (Enterprise) and the DWD specific IT Security Policy and Procedure Handbook to avoid duplication or redundancy. The DWD Handbook will adopt the Enterprise Handbook for the purpose and scope, policy, standards and procedures for the following IT security areas, except where applicable to DWD:

IT Security 516.03 Sub Policy and Procedures	IT Security Manual Identifier
Access control	AC-01
Security Awareness Training	AT-01
Audit and Accountability	AU-01

Security Assessment and Authorization	CA-01
Configuration Mgmt.	CM-01
Contingency Planning	CP-01
Identification & Authentication	IA-01
IT Security Incident Response	IR-01
System Maintenance	MA-01
Media Protection	MP-01
Physical and Environmental Protection	PE-01
Security Planning	PL-01
Personnel Security	PS-01
Risk assessment	RA-01
System Services Acquisition	SA-01
System Communication Protection	SC-01
System and Information Integrity	SI-01

6 Organizational and Operational Roles and Responsibilities for Computer Security:

1. **DWD Communications Office:**
   - Approves the business use of social media to conduct DWD division business outside of the DWD network after approval from the appropriate Division

     Administrator.

2. **Division Administrators:**

a. Appoint Division IT Security Officers.
b. Approve the business use of social media to conduct DWD division business outside of the DWD network.
c. Approve the use of any cloud computing agreements including Software as a Service (SaaS), Infrastructure as a Service (IaaS), and other technologies to conduct DWD division business and the storage of DWD data outside of the DWD network.

3. **Division IT Security Officers:**

. Consult with DWD Automation Security (Agency Security Officers) on all IT security matters.
a. Coordinate and document the overall security of division computer equipment, facilities, systems and information.
b. Review user requests for access to systems and files.
c. Inform all users of security policies and their responsibilities to protect information and acknowledge their understanding in writing.
d. Monitor and enforce compliance with security standards.

4. **Division Managers:**

. Authorize use of systems and information while ensuring the usage is consistent with DWD and division purposes.
a. Determine levels of security necessary for confidential information and critical applications; implements appropriate security measures to protect personnel, equipment, facilities, data, programs, libraries and documentation from losses.
b. Monitor compliance with security policies to reduce the risk of unauthorized use, alteration or destruction of confidential information and critical applications.
c. Approve the business use of social media to conduct DWD division business outside of the DWD network and send to the Administrator for Division approval.

d. Work with BITS to assess the technical feasibility of any cloud computing including Software as a Service (SaaS), Infrastructure as a Service (IaaS), and other technologies to conduct DWD division business and the storage of DWD data outside of the DWD network and coordinate request to Division Administrator.

5. **BITS:**

. In conjunction with DOA DET, provides software, hardware, IT Operations, Backup and Recovery services that support security, and ensure continuity of operations.

a. Establishes IT standards for personal computer use and operations.

b. Works with Division Managers to assess the technical feasibility of the business use of cloud computing including Software as a Service (SaaS), Infrastructure as a Service (IaaS), and other technologies to conduct DWD division business and the storage of DWD data outside of the DWD network.

c. Produces operational management reports, monitors security and notifies divisions of any security violations.

d. Provides technical support and consultation to owners and custodians of DWD IT property.

e. Establishes and monitors compliance of IT policies, standards and procedures as required by technical, environmental or statutory authority.

f. Ensures the accounts of individuals terminated or suspended are immediately excluded from access to systems. Extended absences or seasonal layoff may result in temporary denial of access.

6. **Staff/Users:**

. Ensure proper use and protection of DWD information assets.

a. Report errors, omissions, abuses or violations of security to supervisors, DWD security officers or the IT Solutions Center (agency service desk).

b. Comply with IT Security policies and procedures, usage controls and access restrictions.

c. Participate in annual Security Awareness Training and acknowledges they have read and understood this policy.

d. Obtain approval for the DWD business use of social media to conduct DWD business outside of the DWD network. This use is only permitted with approval from the appropriate Division Manager, the Division Administrator and the DWD Communications Office. This use should be in accordance with the DWD Policy Guidelines for the Use of Social Media.

e. Ensure that you do not disclose information concerning your work activities or give any details regarding DWD consumers, claimants or customers when posting information on social media sites.

f. Obtain approval for the DWD business use of cloud computing including Software as a Service (SaaS), Infrastructure as a Service (IaaS), and other technologies to conduct DWD division business and the storage of DWD data outside of the DWD network. This use is only permitted with approval from the appropriate division management, the Division Administrator and the DWD Communications Office, who will work with BITS to assess the technical feasibility.

7 Physical Security of all DWD Equipment

All DWD equipment must be protected from theft, abuse and/or misuse.

1. IT equipment must be appropriately secured and/or located in limited or controlled access areas that can be secured during non-work hours. This includes IT equipment located in general use areas, such as conference rooms, and applies especially to portable IT property. Non-secured portable computing devices must be locked up in a file cabinet or overhead cabinet when leaving the office for the day.
2. IT equipment which is available for use by the general public, such as kiosks (JobNet devices), must be secured with suitable locking devices or kept in a locked cabinet to prevent theft.
3. Laptops, notebooks, and other mobile devices such as thumb/flash drives which contain confidential information or data must consistently employ local encryption for all files.
4. A staff member who is issued a portable computing device is responsible for the security of that device, regardless of whether the device is used in the office, at the staff place of residence, or in any other location such as a hotel, conference room, car or airport. If a device is stolen, it must be reported immediately to the employee's supervisor.
5. Staff must avoid leaving their portable computing device unattended. If there is a reason to do so temporarily, the device must be placed out of sight, or if possible in a secure location.
6. Physical access to DWD computer installations, such as computer rooms, and supporting facilities, such as data closets where switches and routers reside, is restricted to authorized personnel only.
7. Only technical services staff or designated division IT personnel are authorized to physically move IT equipment, such as personal computers, monitors, locally-attached and network-attached printers, and scanners from one location to another.
8. All computer equipment purchased by or provided to DWD by other agencies, such as the US Department of Labor, must be tagged and entered into the DWD Asset Management System in accordance with the requirements and policies established by the DWD Asset Manager.

8 Logical Computer Access

Logical computer access is restricted to those with established and authorized needs. Passwords are used to prevent unauthorized access. All owners and users of DWD information systems have responsibility to:

1. Prevent unauthorized computer use by not sharing passwords, signing on for another person or by leaving a signed on computer unattended. Passwords are state property and users are responsible for preventing unauthorized use. If a password may have been compromised, it must be immediately changed and the Division Security Officer must be notified.
2. Change personally assigned passwords according to the DWD Password Guidelines.
3. Prevent unauthorized use of a DWD computer. Users must use the "Lock Computer" or "Lock Workstation" features to secure their computer before leaving their work area. Workstations must never be left in an operational mode unless the user is present. All DWD PCs will be set up to activate a password protected screen saver with the wait time set at 10 minutes. Exemptions to the 10 minute setting may be granted by the BITS Bureau Director for proven business needs or for accommodations for persons with disabilities.
4. Create passwords that are difficult to guess, balanced with the ability to remember them and ease of input. There are minimum requirements for creating a strong DWD network password. See Rules and Tips for Building a Strong DWD Network Password and Mainframe Password Rules and Tips. Passwords must be memorized and not written down.
5. Ensure that application and operating system programs perform according to management instructions.
6. Ensure that new and modified applications are approved for security compliance before becoming operational.
7. Limit access on a need-to-know (job function) basis.
8. Limit use of computers or equipment off premises or outside DWD control to purposes approved under a signed agreement.
9. When connecting remotely (Virtual Private Network (VPN), Thin Client, Dial-up access, etc.), follow the Remote Access Standards.

For Supervisors
Suspend access upon employee termination or modify access if an employee transfers to a position where the same access is not required. See Employee/Contractor Exit Checklist.

Note: Supervisors and Staff are required to adhere to the additional standards for Passwords in the DOA DET Password Security Standard.

9 Confidentiality

Confidential information must be protected from disclosure by restricting access and use to those whose jobs require it. Therefore, before an existing personal computer may be reassigned to a new or different user, it must be re-imaged by technical services staff or designated division personnel.

Access is controlled for any information whose unauthorized use, disclosure, alteration or destruction is in violation of federal or state confidentiality and open records laws. Personally identifiable information must be protected from disclosure.

"Personally identifiable information" (PII) is defined by s. 19.62(5), Wis. Stats., as "information that can be associated with a particular individual through one or more identifiers or other information or circumstances."

In most cases PII involves social security numbers, home addresses, phone numbers and e-mail addresses as well as designations of disability and/or ethnicity. However, other information may also meet the definition by serving to identify a particular individual.

Release of information to outside agencies must be approved in accordance with DWD Policy 503 - Records Management. Divisions may adopt more restrictive policies on information release.

1. Staff should follow procedures and use prudent judgment for the protection, access or distribution of confidential information. If an employee is uncertain of the confidentiality of a particular piece of information, he/she should contact his/her manager.

2. Staff is authorized to use only DWD approved and purchased thumb/flash drives. Secure thumb/flash drives that are encrypted and password protected shall be used when storing confidential information. Files that contain public records and are not confidential may be stored on an unsecured DWD thumb/flash drive. Personally owned thumb/flash drives are not permissible.
3. Staff should be aware of the potential consequences of using a personally owned computer or smartphone to send a DWD email message or send or receive files pertaining DWD business. Use of a personally owned device in the course of duties at DWD, may subject that device to subpoenas or other legal actions that request information about matters that relate to DWD employees.
4. When remote access or other more secure options do not meet business needs, staff must use a DWD approved and purchased secured thumb/flash drive that is encrypted and password protected when working with documents that include confidential or proprietary business information.
5. Removable storage media such as DWD approved and purchased thumb/flash drives (also CD's, DVD's, Zip drives, etc.) are for temporary, not permanent storage. Removable storage media should not be passed on with equipment but instead should be securely erased, retained by the department or disposed of by secure means.
6. All waste material, such as printouts, tapes, microfilm, microfiche, CD's, or DVD's which contain confidential records shall be destroyed in accordance with compliance program requirements.
7. Information critical to ongoing operations and supporting continued operations in the event of a disaster, such as source and object libraries and system documentation, will be regularly copied and stored off-site.
8. The hard disk drive of all workstations identified for disposal must be erased (wiped) or totally written over to prevent the disclosure of confidential data.

10 Information Security

Each user is provided with space on the DWD network drive to store DWD information. DWD developed software programs and information must be stored on the network drive, which is backed-up on a scheduled basis to prevent loss in case of a hardware failure. Information should not be stored on the local hard disk drive (C: drive) of any computer connected to the DWD network because it would not automatically be backed up and the information would be lost if there was a hardware failure.

Only in exceptional circumstances, and only with the prior approval of BITS technical services staff, will storage methods other than on a network drive be permitted. For example, client portions of an application, such as data analytics software, require a small program be stored on the user's local drive.

Information security is restricted to those with established and authorized needs. Passwords are used to prevent unauthorized access.

1. Unauthorized access, reproduction, use or distribution of information is prohibited. This includes unauthorized attempts to access or circumvent protection systems for confidential information, unauthorized possession of confidential information, manipulating and/or using information for personal gain and using information on behalf of an organization without prior approval.
2. Personally owned notebooks and tablets shall not be connected to the DWD network. If there is a business need for a temporary connection of a personal notebook or tablet to the DWD network, contact the IT Solutions Center to request a Memorandum of Understanding (MOU) - Temporary Connection Form. The IT Solutions Center can be reached at (608) 266-7252 or email to IT Solutions Center.
3. Synchronizing personally owned Smartphones, PDAs or other mobile devices approved in accordance Standard 516.07, Handheld Wireless Devices with a DWD workstation in order to store personal information on the personally owned mobile devices (such as; calendar, contact, task and note or memo information) is permissible. Employees doing so must ensure that no confidential information is synchronized or otherwise loaded onto the personally owned mobile devices such as notebooks, tablet PCs, CDs, DVDs, Zip drives, etc.
4. Any employee who knows of a breach of State of Wisconsin's IT policies, standards, and procedures shall immediately report such breach to his/her supervisor or designee.

11 Enforcement

Failure to comply with this policy and procedures is a violation of DWD Work Rules. Failure of a contractor to comply with this policy and procedures warrants immediate dismissal.

APPENDIX E
MINORITY BUSINESS PARTICIPATION REPORT

Wisconsin Department of Workforce Development
s.16.75(3m) Wis. Stats.

Return via FAX to:
OR
Return via e-mail to:

Report Date	Contract / Purchase Order #	Time Period Covered by Report ☐ Monthly: through ☐ Quarterly: ☐ #1 ☐ #2 ☐ #3 ☐ #4

Project Name / Contract Title	
Prime Vendor / County Name	Federal Employer Identification Number – FEIN

Minority Vendor County Name, Address and Telephone Number	Product / Service Purchased	Subcontract $ Amount	Second Tier $ Amount

If no business was awarded to Minority Business Enterprises (MBE) for this period, please describe the efforts made to encourage minority business participation. If you have questions, please call DWD Procurement Staff, 608-266-5309 or 608-266-1539.

I certify that the information contained on this report is true and correct.
I also certify that I am an authorized representative of the above-identified Prime Vendor / County.

(Prime Vendor/County Authorized Representative Name)

(Title)

EXHIBIT 1
SCOPE OF SERVICES

1. **Outreach Plan**
SDSU-II shall provide the four (4) primary data- gathering approaches (as outlined in their Proposal ILG0021):
I) Administration of electronic and hard copy surveys to four (4) major stakeholder groups;
2) A series of focus groups conducted with five (5) different stakeholder groups;
3) Semi-structured individual interviews of key informants knowledgeable about the VR needs of individuals with disabilities in Wisconsin; and
4) Analysis of national, local and agency-specific existing demographic and case service data for DVR.

SDSU-II shall ensure that a representative sample of stakeholders are surveyed and/or interviewed for the CSNA. Through the data collection efforts, the project team will solicit information from five (5) primary stakeholder groups to assess the VR needs of individuals with disabilities in Wisconsin: (a) former, current, or potential consumers of DVR services provided by DVR; (b) community partners that serve the VR needs of individuals with disabilities in Wisconsin; (c) local businesses that employ or are potential employers of individuals with disabilities in Wisconsin; (d) DVR staff; and (e) family members and/or advocates of former, current or potential consumers of DVR services.

The project team shall remain flexible and open to adapting the data gathering process to meet the needs of DVR and the WRC. SDSU-II project team shall provide, at a minimum the following specific data gathering processes:

1. **Community Partner Survey (electronic and hard copy administration)**
2. **DVR Staff Survey (electronic administration)**
3. **Former, Current and Potential Consumer Survey (electronic and hard copy administration)**
4. **Business Survey (electronic administration)**
5. **Focus Groups**

a) **Semi-structured Interviews with Key Informants**
b) **Analysis of Existing Demographic and Case Service Data**
c) **Quantitative Analysis**
d) **Triangulation of Data**
e) **Strategy for developing public information material.**

Strategies for surveys and focus groups.
The SDSU-II project team shall work closely with DVR to identify the exact locations in the State where the focus groups will be held in all eleven Workforce Development Areas (WDAs). The project team is planning, and has budgeted for, the following visits to conduct the CSNA:

City	WDA	Length of visit
Milwaukee	1,2,3	2 weeks
Green Bay	4,5	1 week
Wausau and Ladysmith	6,7	I week
Eau Claire	8	I week

Lacrosse	9	I week
Madison	10,11	2 weeks

Each focus group shall consist of between four (4) and ten persons and shall be completed in approximately two hours or less by the project team.

Efforts to Ensure the Confidentiality of Respondents:
SDSU-II shall protect the confidentiality of survey participants, focus group members, and key informant interview participants. Surveys shall be anonymous - names, organizations, or company names will not be requested. Introductory statements during the telephone interviews will assure respondents that their responses will be treated as confidential information. Focus group results will be presented in an aggregate fashion. SDSU-II will identify needs by geographic location and all participants shall be assured that individual names will not be identified when reporting focus group and interview findings.

2. **Security Plan Requirements:**
SDSU-II shall safeguard the data in the following ways:

Agency-specific data - SDSU-II will obtain data from the VR program and shall collect it in one of two ways. The initial request is that data come to SDSU-II in aggregate form for all of the data elements. Aggregate data does not contain any identifiable information about consumers served by the agency. Or VR program can provide the raw data on case services to the project team and SDSU-II will analyze and aggregate the data. When using aggregate data method of data delivery, SDSU-II asks that VR use an individual identifying number for each case record. In this way, the raw data is not traceable to any person, but the case record data is unique to that individual.

Surveys - Electronic surveys do not request any identifying information in their format. It is not possible to trace who completed the survey. Hard copy surveys are exactly the same as the electronic version, with no identifying information. If a respondent includes their return address on the envelope, the envelope shall be shredded at the Interwork Institute offices. Hard copy surveys delivered by mail shall be kept in a locked office within a locked building that is only accessible by employees of SDSU-II.

Interviews and Focus Groups - The project team shall not gather or record identifying information of participants of any interview type other than the first name and initial of the last name. Notes that are either handwritten or recorded do not identify the participants by any other method.

Hard copy files or other printed materials are always stored in a locked office inside a locked business space that requires a key card for entry. Only authorized personnel have access to printed material. A UL Class 350 one-hour rated cabinet is used for file storage. Any systems that store PII are fully encrypted using the industry standard AES-256 encryption, which is also FIPS 140-2 compliant. The system requires users to enter a key/passphrase to decrypt to boot the system up. If a mobile device is used for data gathering, the device will use the encryption and the password will be used to lock and unlock the device.

Encryption – SDSU-II systems that contain PII shall use full disk encryption compliant with FIPS 140-2. Interwork Institute shall utilizes AES-256 encryption with the requirement of a strong encryption key/passphrase. A recovery key shall be created and safely maintained in a locked location.

Password – A password shall be required to gain the access to any system/s which contain PII; at all times. Password schema enforce a minimum of 10 characters in length, with at least three of the following four classes of character types: Uppercase alphabetic-characters, Lowercase alphabetic-characters, Numeric-digits, Symbols (such as"!","@","#","*","?")

Password shall be set to expire every 180 days as specified in SDSU's Information Security Policy. PII systems are configured as below:

- Password history to the highest setting to prevent password reuse.
- Enable technology that prevents brute force attacks
- Lock or delay after 15 minutes (or less) of inactivity or after 15 unsuccessful login attempts.

Anti-virus and Anti-Spyware - Anti-virus and Anti-spyware shall be consistently running on all of SDSU-II systems. Anti-virus and Anti-spyware shall be configured to update twice a day. SDSU-II site licensed anti-virus and anti-spyware is configured as below:

- The anti-virus client with active protection turned on.
- Perform daily On-demand scans, preferably at the lowest use time to minimize the impact to users.
- The AV client set to search for updates at least twice a day from the vendor site.
- Regular system checks by IT staff to ensure that AV client is functioning correctly.

Patch/Update - All systems that contain PII shall follow the patch management plan configured by SDSU-II IT staff. IT staff shall be informed by SDSU's security mailing list upon newly released security patches and updates. Each patch/update release shall be tested before being deployed to the systems.

Security: All systems that contain PII shall be configured to have a host-based firewall service turned on.

Incident Reporting - When noticing an incident, such as unauthorized access to PII, the following actions shall take place:

- The contractor/user of the equipment will:
  - Report the loss, disclosure, or misuse of PII to project director
  - Cease the further use of the system
  - Notify IT staff immediately
  - Notify agency within the maximum of 24 hours from the date the incident is recognized
  - Authorize credit monitoring to consumer if necessary
  - Communicate with agency as necessary regarding the steps being taken (i.e., information to those who can be potentially impacted by the incident, prevention plan being identified, etc.)
- IT staff shall:
  - Notify SDSU Security department and SDSU Security Incident Response Team (SIRT)
  - Meet with the team above and define further steps in investigation
  - Once the cause of the incident is identified, appropriate remediation will be implemented to prevent future incidents

3. **Performance Plan/Requirements**

SDSU-II shall adhere to the bimonthly reporting timeframes established by DVR for the CSNA. Formal reports include reporting on the progress of the CSNA in several key areas including data gathering, individual and focus group interviews, surveys (development and return rates), and any identified barriers. SDSU-II shall provide progress updates on all of the identified areas

to DVR and SDSU-II team members shall adhere to the highest standards for grammar, spelling and data intrgrity. All written information will be reviewed by a minimum of three (3) members to ensure accuracy and ease of understanding of the reports. In the event a participant asks a member of the project team to either gather or share information that is in any way confidential, SDSU-II will utilize their Release of Information Form and the project team will review the form with DVR to ensure that the standards are met and/or revise accordingly.

4. **Equipment Requirements**
   SDSU-II shall not be including any equipment purchase requests. If SDSU-II were to request equipment for the project, they shall acknowledge ownership of that equipment by DWD, ensure its usage was only for the intended project, acknowledge return of the equipment upon the completion of the project and ensure that it was returned in good working order free of defects. If the equipment is lost, stolen or damaged, SDSU-II shall replace said equipment at fair market value and notify DWD within 24 hours that it had been lost, stolen or damaged.

5. **Reporting and Meeting Requirements**
   SDSU-II shall complete progress reports according to time frames established by DVR and Dr. Chaz Compton, SDSU-II Project Director and main point of contact with DVR. Progress reports shall be provided to the identified point(s) of contact at DVR by Dr. Compton and shall contain, at a minimum, all of the information included in **Exhibit 3: Timeline & Work Plan .** The project team at SDSU-II shall be available for communication with DVR at any time. SDSU-II shall adhere to the progress reporting timelines, but that communication represents the minimum reporting timeframe.

   Workforce Development Area Strategies - SDSU-II shall request that the case service data provided be disaggregated by Workforce Development Area (WDA) and review any existing statewide data provided by WDA. SDSU-II shall provide assessment on varying demographics by area and will reports on the important differences between these areas and the implications and effects on individuals with disabilities training and employment outcomes.

EXHIBIT 2
PROGRAM BUDGET/COSTS
Wisconsin Comprehensive Statewide Needs Assessment
Period of Performance: January 19, 2018- September 30, 2020

Item Description	Quantity	Unit Price	Total Price
Implementation Plan:	1	$ 18,797.90	$ 18,797.90
Bi-monthly Progress Reports	One invoice for all 10 Reports	$ 18,797.90	$ 18,797.90
Written surveys	4	$ 18,797.90	$ 18,797.90
Focus group:	One invoice for all 15 interviews	$ 18,797.90	$ 18,797.90
Draft Report:	1	$ 56,393.70	$ 56,393.70
Final Report:	1	$ 37,595.80	$ 37,595.80
Oral Presentation:	1	$ 18,797.90	$ 18,797.90
Out of state costs, If applicable (necessary to complete any of the contract requirements) • Should include items such as flights, car rental, etc.			
In-state costs, if applicable (necessary to complete any of the contract requirements) • Mileage • Meals • Lodging • Focus Group Room Reservations o Snacks o Beverages o Room Rental • Etc.			$ 36,029.00
		Total	$ 224,008.00

EXHIBIT 2 Con't
PROGRAM BUDGET/COSTS
Wisconsin Comprehensive Statewide Needs Assessment
Period of Performance: October 1, 2020 - September 30, 2022

Item Description	Quantity	Unit Price	Total Price
Implementation Plan:	1	$ 18,372.40	$ 18,372.40
Bi-monthly Progress Reports	One invoice for all 10 Reports	$ 18,372.40	$ 18,372.40
Written surveys	1	$ 18,372.40	$ 18,372.40
Focus group:	One invoice for all 10 Reports	$ 18,372.40	$ 18,372.40
Draft Report:	1	$ 55,117.20	$ 55,117.20
Final Report:	1	$ 36,744.80	$ 36,744.80
Oral Presentation:	1	$ 18,372.40	$ 18,372.40
Out of state costs, If applicable (necessary to complete any of the contract requirements) • Should include items such as flights, car rental, etc.			
In-state costs, if applicable (necessary to complete any of the contract requirements) • Mileage • Meals • Lodging • Focus Group Room Reservations o Snacks o Beverages o Room Rental • Etc.			$ 27,419.00
		Total	$ 211,143.00

EXHIBIT 3
TIMELINE AND WORK PLAN

Date	Activity
February, 2018	
5	Contract period begins (Accounting for contract routing between entities)
7	Teleconference with CSNA workgroup to discuss process and implementation plan.
14	Biweekly progress report
23	Draft implementation plan to DVR and teleconference to review implementation plan.
28	Final implementation plan to DVR and teleconference to review. Institutional Review Board (IRB) exemption request submitted. Draft of data template to DVR. Bi-weekly progress report
March, 2018	
14	Draft survey instruments to DVR for all targeted groups (individuals, partners, staff and business). Teleconference to review distribution methods for all groups.
23	Revised surveys returned to SDSU by DVR. Draft interview protocols sent to DVR for review for all targeted groups. Data template review.
28	Biweekly progress report
April, 2018	
2	2nd draft of survey instruments returned to DVR. Interview protocols returned to SDSU. IRB exemption approved. Review of national, state and local data sets begins.
11	Survey instruments finalized. Interview protocols returned to DVR. Biweekly progress report
25	Interview protocols finalized. Finalize steps to distribute surveys. Teleconference to review.
May, 2018	
9	Request list of key informant interviews, identify focus group targets and anticipated site visit dates and locations for key informant interviews. Teleconference to review.
23	Biweekly progress report
23	Electronic surveys distributed with one month return date. Hard copy surveys mailed to DVR. Biweekly Progress Report
June, 2018	
4	Identify dates for focus groups for targeted groups. Begin recruitment for focus groups.
6	Biweekly progress report
8	Reminder email sent to all electronic survey recipients.
TBD	On-site individual interviews.
20	Biweekly progress report; Completed data template returned to SDSU by DVR.
July, 2018	
6	Survey reminder sent. Deadline extended. Hard copy surveys mailed to random sample of consumers. Bi weekly progress report
TBD	On-site individual interviews.
18	Biweekly progress report

27	Final survey reminder sent.
August, 2018	
1	Biweekly progress report
3	Electronic surveys close.
TBD	Onsite focus groups
TBD	Onsite interviews
15	Analysis of electronic survey results begin. Biweekly progress report.
29	Biweekly progress report
September, 2018	
12	Biweekly progress report
26	Biweekly progress report
TBD	Onsite individual interviews and focus groups completed
October, 2018	
Ongoing	Analysis of data and follow-up with DVR
November, 2018	
Ongoing	Analysis of data and follow-up with DVR; Draft of report begins
December, 2018	
7	Draft of written report with findings and recommendations sent to DVR and the SRC for review.
21	DVR and the SRC provides written feedback on the final report to SDSU.
31	Final report submitted to DVR and the SRC
January, 2019	
TBD	On-site presentation DVR, the SRC and others as determined by DVR and the SRC.

EXHIBIT 3 CON'T
TIMELINE AND WORK PLAN

Wisconsin DVR CSNA Proposed Project Implementation Plan (2nd Project)	
Date	**Activity**
November, 2020	
2	Second project begins
2	Teleconference with CSNA workgroup to discuss process and implementation plan.
20	Biweekly progress report
27	Draft implementation plan to DVR and teleconference to review implementation plan.
30	Final implementation plan to DVR and teleconference to review.
December, 2020	
4	Biweekly progress report
11	Draft survey instruments to DVR for all targeted groups (individuals, partners, staff and business). Teleconference to review distribution methods for all groups.
18	Biweekly progress report
January, 2021	
15	Biweekly progress report
15	Revised surveys returned to SDSU by DVR. Draft interview protocols sent to DVR for review for all targeted groups. Data template review.
22	2nd draft of survey instruments returned to DVR. Interview protocols returned to SDSU. IRB exemption approved. Review of national, state and local data sets begins.
29	Survey instruments finalized. Interview protocols returned to DVR. Biweekly progress report
29	Interview protocols finalized. Finalize steps to distribute surveys. Teleconference to review.
February, 2021	
2	Request list of key informant interviews, identify focus group targets and anticipated site visit dates and locations for key informant interviews. Teleconference to review.
12	Biweekly progress report
26	Electronic surveys distributed with one month return date. Hard copy surveys mailed to DVR. Biweekly Progress Report
March, 2021	
5	Identify dates for focus groups for targeted groups. Begin recruitment for focus groups.
12	Biweekly progress report
19	Reminder email sent to all electronic survey recipients.
TBD	On-site individual interviews.
26	Biweekly progress report; Completed data template returned to SDSU by DVR.
April, 2021	
9	Survey reminder sent. Deadline extended. Hard copy surveys mailed to random sample of consumers. Bi weekly progress report
TBD	On-site individual interviews.
23	Biweekly progress report

30	Final survey reminder sent.
May, 2021	
7	Electronic surveys close. Biweekly progress report
TBD	Onsite focus groups
TBD	Onsite interviews
21	Analysis of electronic survey results begin. Biweekly progress report.
June, 2021	
4	Biweekly progress report
18	Biweekly progress report
TBD	Onsite individual interviews and focus groups completed
July, 2021	
2	Biweekly progress report
	Analysis of data and follow-up with DVR
16	Biweekly progress report
30	Biweekly progress report
August, 2021	
13	Biweekly progress report
27	Biweekly progress report
	Analysis of data and follow-up with DVR
September, 2021	
17	Draft of written report with findings and recommendations sent to DVR and the SRC for review.
28	DVR and the SRC provides written feedback on the final report to SDSU.
30	Final report submitted to DVR and the SRC
November, 2022	
TBD	On-site presentation DVR, the SRC and others as determined by DVR and the SRC.

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.

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 up to the dollar value of this agreement in any such suit. **SDSU agrees to use products as intended and will not infringe upon any intellectual right without permission of the owner. SDSU shall notify DWD should any claim arise.**

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 **REPRESENTATIONS:** Contractor verifies to the best of its ability that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. The State of Wisconsin may require

contractor to re-perform any of said service swhich were not performed in accordance with these standards. Contractor shall collaborateively work with the State of Wisconsin to remedy services to the acceptable standard.

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: Either party may, by thirty (30) days' written notice stating the extend and effective date, terminate the Agreement for convenience in whole or in part, at any time. Contractor shall be entitled to payment of allowable and any uncancellable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

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. Contractor will provide the State of Wisconsin with an irrevocable, fully paid up, non-exclusive, license. Contractor will continue to own the intellectual property rights and can use the intellectual property for any other purpose. Through the licens, the State of Wisconsin will have a free license to use the intellectual property or allow anyone else to use the intellectual property on its behalf as provided in 45CFR ss. §92.34.

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. The State of Wisconsin understands and accepts that SDSURF is legally mandated under the McKee Transparency Act (Cal. Ed. Code section 89913-89920 et seq) to provide records to all and any parties that request such records in at moste ten days from such record request. This agreement and information provided to SDSURF, which was not clearly marked as "Proprietary" will be readily provided to such requests when received by SDSURF. In any event shall use its best efforts to give the State of Wisconsin at lease five (5) calendar days' prior written notice of any such disclosure.

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:** Neither Party will use the name of the other, either expressly or by implication in any news, publicity release, or other fashion without the express written approval of the other party, except for listing in the Contractor's annual funding support documents.

32.0 **HOLD HARMLESS:** The State of Wisconsin shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The State further agrees to indemnify and hold harmless SDSU, its directors, officials, agents and employees for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with, this Agreement where such liability is founded upon or grows out of acts or omissions of any of the State's officers, employees or agents while acting within the scope of their employment, where protection is afforded by §§893.82 and 895.46(1), of the Wisconsin Statutes.

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://vendornet.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.