

## **Addendum 6**

### **Standard Terms and Conditions**

- 1. Payment Terms and Invoicing** - The State 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 pursuant to s. 16.528, Wis. Stats. creates an exception to prompt payment requirements.
- 2. Taxes** - The State is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- 3. 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.
- 4. Applicable Law** - This Contract shall be governed by 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 the resulting contract and which in any manner affect the work or its conduct. The State reserves the right to cancel any contract with a federally debarred Contractor or a Contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 5. Antitrust Assignment** - The Contractor and the State recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State as a purchaser. Therefore, the Contractor hereby assigns to the State any and all claims for such overcharges as to goods, materials or services purchased in connection with its contract with the State of Wisconsin.
- 6. Nondiscrimination and Affirmative Action** - The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in 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 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 shall take affirmative action to ensure equal employment opportunities.

  - 6.1. State Contracts estimated to be over twenty-five thousand dollars (\$25,000) 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 twenty-five (25) employees. Within fifteen (15) working days

after a State 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.

- 6.2. The Contractor shall 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.
- 6.3. Failure to comply with the conditions of this clause may result in the Contractor being declared an ineligible bidder or proposer on future State contracts, termination of the contract, or withholding of payment.
7. **Patent Infringement** - The Contractor guarantees that the articles provided under this Contract were manufactured or produced in accordance with applicable federal labor laws and that the sale or use of the articles described herein will not infringe any United States patent. The Contractor shall, at its own expense, defend every suit which shall be brought against the State (provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
8. **Safety Requirements** - All materials, equipment, and supplies provided to the State must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
9. **Warranty** - Unless otherwise specifically stated in the specifications, the equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor. Differences in warranty periods may be used in factoring life-cycle costing.
10. **Insurance Responsibility** - The Contractor performing services under this Contract shall:
  - 10.1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
  - 10.2. Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out a State 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.
  - 10.3. The State reserves the right to require higher or lower limits where warranted.

- 11. Contractor Tax Delinquency** - Vendors who have a delinquent Wisconsin tax liability may have their payments under this Contract offset by the State.
- 12. State Public Official Disclosure Requirements** - The State may void this Contract if the following conditions apply:
- 12.1. A state public official (as defined in s. 19.42, Wis. Stats.), or 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,
  - 12.2. It involves the payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, and
  - 12.3. The Contractor has not made an appropriate disclosure pursuant to s. 19.45(6) of the Wisconsin Statutes before this Contract is executed. [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 or staff are subject to separate disclosure requirements under s. 16.417 of the Wisconsin Statutes.
- 13. 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).
- 14. Promotional Advertising and News Release** - Reference to or use of the State of Wisconsin, the Great Seal of the State of Wisconsin, the Wisconsin Coat of Arms, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to the procurement or State Contract shall not be made without prior approval of the State. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Authorized User.
- 15. Foreign Corporation** - A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to a State Contract 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) 266-3590.
- 16. Contractor's Report of Sales** - The Contractor shall provide monthly reporting that contains detailed information for each item purchased. Reports are to be provided by the 15th of each month, reporting transactions that took place during the prior month.

At any time thereafter as appropriate, additional reports may be agreed upon. All reports shall be forwarded electronically via e-mail in a comma-delimited, spreadsheet format to the BOP Contract Manager.

- 17. Notification** - Either Party may give written notice to the other Party in accordance with the terms of this section. Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery by personal service or hand delivery or three (3) business days after being mailed.

To the State:

Sue Rieser  
Department of Administration  
Bureau of Procurement  
101 E. Wilson Street, 6th Floor  
P.O. Box 7867  
Madison, WI 53707-7867  
Telephone: (608) 266-2100  
Sue.Rieser@Wisconsin.gov

To Contractor:

Name Larry Baeder  
Address 316 W. Washington Ave, Madison WI 53703  
Telephone 608-252-7848  
E-mail LB2989@ATT.com

- 18. Change of Notification Contact or Address** - In the event either Party moves or updates contact information, the moving Party shall inform the other of such changes in writing within ten (10) business days. No governmental entity shall be held responsible for payments or purchase orders delayed due to Contractor's failure to provide such notice. Change of address or telephone updates must be forwarded to each other as provided in the Notification paragraph above.
- 19. Severability** - If any provision of this Contract is found by a proper authority to be invalid or unenforceable, the remainder of the Contract shall remain valid and the invalid provision shall be replaced by a valid provision, which comes closest in intent to the invalid provision. The rest of the provisions shall remain in full force and effect.
- 20. Non-Collusion** - In signing this Contract, Contractor certifies that it has not, directly or indirectly, entered into any action in restraint of free competitive proposing in connection with this offer submitted to the State.

- 21. Employment** - Contractor shall not engage the services of any person or persons now employed by the State, including any State, commission or board thereof, to provide services relating to this Contract without the written consent of the employer of such person or persons and of the State.
- 22. Independent Contractor** - Contractor shall act as an independent Contractor in performing all services under this Contract and, except as otherwise outlined in this Contract, agrees to maintain complete control over its employees and subcontractors (such control over the subcontractors being limited to the context of this Contract).
- 23. Examination of Records** - The State shall, at any time upon notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any directly pertinent records and computer data storage media of Contractor involving transactions relating to this Contract. If the material is on computer data storage media, Contractor shall provide copies of the data storage media or such computer printout as may be requested by the State. Contractor, following final payment, shall retain such material for three years. This provision shall also apply in the event of termination pursuant to Termination section of this Contract. Any charges for copies provided by Contractor of books, documents, papers, records, computer data storage media or computer printouts shall not exceed the actual cost to Contractor.
- 24. Non-appropriation of Funds** - This Contract shall be terminated without penalty upon failure of the Legislature to appropriate funds necessary to carry out its terms.
- 25. 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.
- 26. Independent Capacity of Contractor** - The Contractor, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The Contractor shall take such steps as may be necessary to ensure that each of its subcontractors shall 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.