

**CONTRACT FOR PRODUCTS and/or SERVICES
BY AND BETWEEN
THE STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
AND
Pan O Gold
for
Fresh Bakery Goods
Contract Number: S-0358-DHS-15**

This Contract ("Contract") is made and entered into by and between the Department of Health Services (DHS), State of Wisconsin ("the State") and Pan O Gold ("the Contractor"), hereinafter collectively referred to as "the parties."

WHEREAS, DHS issued RFB **S-0358-DHS-15** on September 5, 2014 soliciting bids to provide Fresh Bakery Goods delivered weekly to DHS Centers and Facilities on an as needed basis.

WHEREAS, Contractor responded to said solicitation, and DHS has elected to enter into an arrangement whereby Contractor will provide requested products.

NOW, THEREFORE, in consideration of the mutual responsibilities and Contracts set forth herein and in any Exhibits attached hereto and incorporated herein by reference, DHS and Contractor agree as follows:

1. TERM OF CONTRACT

The Contract term is from the effective date of November 1, 2014 to October 31, 2015. Upon satisfactory performance and by mutual agreement of the agency and the Contractor, the Contract may be renewed up to two (2) one (1) year periods.

2. SCOPE OF THIS CONTRACT

This Contract states the terms and conditions under which the Contractor will provide products and/or services for DHS. The Request for Bid, Vendor's Proposal, any Exhibits and/or Attachments to this contract constitutes 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, including all exhibits, attachments, appendices, and addenda to the contract
 - c. Addenda to the Request for Bid
 - d. Request for Bid # S-0358-DHS-15
 - e. Contractor's bid as submitted and any amendments to the bid
- Any conflict in terms shall be governed by the highest listed document.

3. FUNDING

The costs for products will be billed out at the bid amount as indicated within the vendor's abstract.

Contractor agrees to renegotiate this Contract or any part thereof at annual contract renewal.

Failure to agree to a renegotiated Contract under these circumstances is cause for DHS to terminate this Contract.

4. DESCRIPTION OF WORK AND RESPONSIBILITIES

The Contractor will provide products in accordance with this Contract S-0358-DHS-15, RFB S-0358-DHS-15 and the Contractors submitted bid, abstracts, and amendments.

a. Provision of Products and/or Services

The Contractor shall provide the goods and/or services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to DHS's satisfaction; DHS's decision in that regard shall be final and conclusive. DHS may inspect, observe and examine the goods and/or services delivered or performed on DHS's premises at any time. Failure to produce materials according to the conditions of the contract and purchase order and/or failure to meet specified delivery dates may result in one or more of the following:

1. Rejection of the order with replacement of products entirely at the contractor's expense;
2. Payment made for only items delivered and requested in the purchase order;
3. When time does not allow for replacement, assessment of liquidated damages;
4. Cancellation of contract.

b. Performance

Work under this Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its contracted Personnel or its Subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements.

5. INVOICING AND PAYMENTS

Invoices will be provided to DHS and will include any and all deliverables/services approved by DHS.

a. Invoice and Payment Schedule

Invoices will be submitted by the contractor to the facility at the time of delivery. Invoices will include the products and/or services being invoiced for; and the date the State approved the products and/or services.

b. Allowable Costs

The Department will make payments for costs that are consistent with the [DHS Allowable Cost Policy Manual](#) and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2CFR Part 225 (formerly OMB Circular -87) and part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR).

c. Travel Expenses

No travel expenses will be allowable for this contract.

d. Non-Compliance

If the Facility determines that products and/or services are not in compliance, the facility personnel will note the reason for non-compliance on the invoice, adjust total amounts as appropriate, and forward the invoice on for payment. Continued non-compliance may result in contract termination.

e. Acceptance

If the Facility agrees the products and/or services meets requirements, the facility personnel will indicate that by forwarding the invoice to an authorized DHS representative indicating acceptance of the products and/or services. Contract payment will be made.

6. PROMPT PAYMENT

DHS shall pay properly submitted Contractor invoices within thirty (30) days of receipt, providing that the Services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Contract and all documents incorporated herein by reference.

A properly submitted invoice is defined as one that is submitted in accordance with instructions contained on the State's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

If DHS fails to pay a properly submitted invoice within thirty (30) days of receipt, it shall pay a late payment penalty as provided in s. 16.528, Wis. Stats. If DHS declares a good faith dispute in regard to an invoice pursuant

to s.16.528 (3)(e), Wis. Stats., it may pay any undisputed portion of said invoice, and be exempt from the prompt payment requirement for the disputed portion until the dispute is resolved.

7. CONTRACT INCORPORATION

The parties specifically acknowledge and accept the incorporation of all exhibits, attachments, appendices, and addenda to the contract, contractor's proposals/bids as submitted, addenda to the Request, and the RFB# S-0358-DHS-15, as an integral and critical provision of this Contract. The parties further acknowledge and accept the Description of Services to be performed as having the full force and effect as if expressly set forth herein. This Contract, together with all incorporated portions thereto, constitutes the entire Contract by and between the parties. Any amendment to this Contract shall be in writing and signed by all parties. This Contract may be executed in two or more counterparts, each of which will be deemed an original.

8. APPLICABLE LAW

The Contractor shall at all times comply with and observe all federal, State, and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder. 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, rules and regulations, and policies and procedures relating to the provisions of services under this Contract.

a. Debarment Certification

The State 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.

b. Governed Laws

Any actions arising under this Contract shall be venued in the Circuit Court of Dane County, Wisconsin or in the federal court in the Western District of Wisconsin.

c. Whistleblower Protection

All employees working for Contractors, Grantees, Subcontractors, and Subgrantees on Federal grants and contracts are covered under Federal Statute, 41 U.S.C. 4712. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (pub.L.112-239, enacted January 2, 2013) mandates a pilot program entitled, "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees and subcontractors to:

- i. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- ii. Inform their employees in writing of employee whistleblower protections under 41 U.S.C 4712 in the predominant native language of the workforce; and,
- iii. Contractors and grantees will include such requirements in any agreement/contract made with a subcontractor or grantee.

Employees of a contractor, subcontractor, grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any Contract, policy, form or condition of employment.

The "Pilot Program for Enhancement of Contract or Employee Whistleblower Protections" is in effect for all grants contracts, subgrants and subcontracts through January 1, 2017.

d. Federal USDA Regulations

The State's Contract (whether such procurement involves equipment, services or both) will be in accordance with applicable parts of OMB Circular A-102 and OMB Circular A-87. The U.S. Department of Agriculture, Food and Nutrition Service (USDA/FNS), Midwest Regional Office, will review this Contract to ensure that the system, services and/or equipment acquired will be capable of meeting the needs of the Program(s).

e. Clean Air Act

No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

f. Clean Water Act

No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

9. CANCELLATION AND TERMINATION

a. Termination for Cause

DHS may terminate this Contract after providing the Contractor with ninety (90) 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 DHS with ninety (90) days written notice of DHS' right to cure its failure 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 the 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 to the other party at least ninety (90) days in advance of the intended date of termination.

In the event of termination for convenience by the Contractor, the Contractor shall be entitled to receive compensation for any payments owed under the Contract only for deliverables that have been approved and accepted by DHS. In the event of termination for convenience by DHS, the Contractor shall be entitled to receive compensation for any payments owed under the Contract for deliverables that have been approved and accepted by DHS and may be compensated for partially completed Services that have value for DHS going forward. 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 DHS, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of DHS, the Contractor may be compensated for the actual Service hours provided. DHS shall be entitled to a refund for Services paid for but not received or implemented, such refund to be paid within 30 days' written notice to the Contractor requesting the refund.

c. Contract Cancellation

DHS reserves the right to immediately cancel this Contract, in whole or in part, without penalty and without an opportunity for Contractor to cure if the Contractor:

- i. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- ii. Makes an assignment for the benefit of creditors;
- iii. Fails to follow the sales and use tax certification requirements of s. 77.66, Wisconsin Statutes;
- iv. Incurs a delinquent Wisconsin tax liability;
- v. Fails to submit a non-discrimination or affirmative action plan as required herein;
- vi. Fails to follow the non-discrimination or affirmative action requirements of Chapter 111, subch. II, Wisconsin Statutes (Wisconsin's Fair Employment Law);
- vii. Becomes a state or federally debarred contractor;
- viii. Is excluded from federal contracts;
- ix. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- x. Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or otherwise breach the terms of the Business Associate Agreement (Attachment A);
- xi. If at any time the Contractor's performance threatens the health or safety of a State employee, citizen, or customer.

10. TRANSITION UPON TERMINATION OR EXPIRATION OF CONTRACT

a. Transition Plan

Within fifteen (15) business days of a Termination for Cause notice, 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.

11. NON-APPROPRIATION

DHS reserves the right to cancel this Contract in writing, in whole or in part, without penalty, if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the Contract.

12. PAYMENT OFFSETS FOR CONTRACTOR'S DELINQUENCY

DHS shall offset payments made to the Contractor under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS also reserves the right to cancel this Contract as provided in the Section Contract Cancellation, if the delinquency is not satisfied by the offset or other means during the Contract Term.

13. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of work hereunder, it may be necessary for DHS to disclose to Contractor certain information that is considered to be Confidential, Proprietary, or containing Personally Identifiable Information ("Confidential Information"). The Contractor shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations herein. The Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

Indemnification: In the event of a breach of this Section by Contractor, Contractor shall indemnify and hold harmless the State and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its Subcontractors, employees and agents, in violation of this Section, including but not limited to, costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

Equitable Relief: The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that the State, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

14. REFUND OF CREDITS

Within sixty (60) days of DHS' request, the Contractor shall pay to DHS any credits resulting from an order that DHS determines cannot be applied to future invoices. DHS shall determine the method of credit.

15. NOTICE AND CHANGE OF CONTACT INFORMATION

Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested. In the event the Contractor moves or updates contact information, the Contractor shall inform DHS of such changes in writing within ten (10) Business Days. DHS shall not be held responsible for payments on Purchase Orders delayed due to the Contractor's failure to provide such notice.

16. EXAMINATION OF RECORDS

DHS shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the Contractor shall provide copies of the data storage media or a computer printout of such if DHS so requests. Any charges for copies of books, documents, papers, records, computer data

storage media or computer printouts provided by the Contractor shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation, or expiration of this Contract.

17. BREACH NOT WAIVER

A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of default, evidence of proper Contractor performance, or Acceptance of any defective item or work furnished by the Contractor.

18. CONTRACT AMENDMENT

This Contract may not be modified or amended except by mutual Contract of both parties in writing.

19. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

20. SOVEREIGN IMMUNITY

Nothing in this Contract shall be construed to constitute a waiver of the State's sovereign immunity under the Eleventh Amendment to the United States Constitution and Article IV, Section 27 of the Wisconsin Constitution.

21. DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, except for breach of Contractor's intellectual property rights, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety, or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the State, and either of the representatives, in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

22. NO QUANTITY GUARANTEES

DHS may obtain related products and Services from other sources during the term of the Contract. DHS makes no express or implied warranties whatsoever that any particular quality or dollar amount of products or services will be procured through this Contract.

23. TIME IS OF THE ESSENCE

Timely provision of the Services required under this Contract shall be of the essence of the Contract, including the provision of the Services within the prioritized timeframes agreed herein.

24. DEFAULT AND REMEDY

If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving consequence of the Contractor's delay, action, or inaction.

In case of failure to deliver Services in accordance with this Contract, DHS, upon written notice to the Contractor, may procure such Services from other sources as necessary, and the Contractor shall be responsible for the additional cost, including purchase price and administrative fees. This remedy shall be in addition to any

other legal remedies available to DHS. Prior written notice shall not be required where, in the opinion of DHS, the public health, safety, or welfare is endangered by the act or omission of the Contractor.

25. ENTIRE CONTRACT

This Contract, including all documents incorporated herein by reference, constitutes the final and complete Contract of the Parties in connection with the subject matter hereof, and supersedes all prior and contemporaneous Contracts, understandings, negotiations, and discussions, whether oral or written, by the Parties. This Contract shall be construed as a fully integrated Contract. There are no warranties, representations, or Contracts among the parties in conjunction with the subject matter hereof, except as specifically set forth or referred to herein.

26. APPARENT AGENCY

The Contractor shall not take any action, or make any omission, that may imply, or cause others to reasonably infer, that the Contractor is acting as DHS' agent in any matter or in any way not expressly authorized by this Contract.

27. RESPONSIBILITY FOR ACTIONS

The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of DHS.

28. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL

During the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to DHS. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of DHS, in accordance with the instruction of DHS. The Contractor shall be responsible for damage to DHS' equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to DHS by law or in equity.

29. ROYALTY-FREE RIGHTS TO USE SOFTWARE OR DOCUMENTATION DEVELOPED

The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyrights in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

30. PROVISION OF SERVICES

The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to DHS satisfaction; DHS' decision in that regard shall be final and conclusive. DHS may inspect, observe, and examine the Quality of the Goods provided and/or the performance of the Services rendered on DHS premises at any time. DHS may inspect, observe, and examine the performance of Contractor's Services at reasonable times, without notice, at any other premises.

If DHS notifies the Contractor that any part of the Services rendered are inadequate or in any way differ from the Contract requirements for any reason other than as a result of DHS' default or negligence, the Contractor shall, at its own expense, replace the Services to the satisfaction of DHS, and/or re-schedule and perform the work correctly within such reasonable time as DHS specifies. DHS may implement a Corrective Action Plan (CAP) in an effort to remedy performance deficiencies. This remedy shall be in addition to any other remedies available to DHS by law or in equity.

31. CONTRACTOR PERSONNEL

DHS reserves the right to refuse to admit to DHS premises any person employed or contracted by the Contractor whose admission in the opinion of DHS would be undesirable.

If requested by DHS, the Contractor shall provide a list of the names and addresses of all Contractor's employees, Contracted Personnel, or Subcontractor's employees who may at any time require admission to DHS premises in connection with the delivery of Goods to be provided and/or performance of Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as DHS may require.

32. BACKGROUND OR CRIMINAL HISTORY INVESTIGATION

Prior to the commencement of any Services under this Contract, DHS may request a background or criminal history investigation of any of the Contractor's employees, Contracted Personnel, and Subcontractor's employees, who will be providing Services to DHS under the Contract. If any of the stated personnel providing Services to DHS under this Contract is not acceptable to DHS in its sole opinion as a result of the background or criminal history investigation, DHS may either request immediate replacement of the person in question, or immediately terminate this Contract and any related Service Contract.

33. PERFORMANCE

Work under this Contract shall be performed in a timely, professional, and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its Subcontractors perform the Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State or Agency work rules. Without limiting the foregoing, the Contractor shall control the manner and means of the Services so as to deliver the Goods and/or perform the Services in a reasonably safe manner and comply fully with all applicable codes, regulations, and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

34. WARRANTY & LIENS

Services rendered shall be strictly in accordance with the order placed and may not deviate in any way from the terms, conditions or specifications of this Contract, without the prior written approval of DHS. Services provided under this contract must conform to the specifications outlined in the original solicitation and in all documents incorporated under this Contract or subsequently issued by Service Level Agreement(s). Deviations in Services provided may only be made with written agreement between the State and the Contractor.

35. CONTRACTOR'S INSURANCE RESPONSIBILITY

The Contractor shall maintain the following insurance coverage:

- a. Worker's compensation insurance, as required under Chapter 102, Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;

- b. Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations;
- c. Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage; and
- d. A Certificate of Insurance, showing up-to-date coverage, shall be on file in the Agency before the Contract may commence.

DHS reserves the right to require higher or lower insurance limits when warranted.

36. CONTRACTOR INDEMNIFICATION

Contractor shall hold DHS harmless and shall indemnify the State, its Agencies, officers, and employees against any to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or Subcontractors.

37. INDEPENDENT CONTRACTOR

The Contractor shall act as an independent Contractor in performing all Services under this Contract and, except as otherwise outlined herein, shall maintain complete control over its employees, Contracted Personnel, and Subcontractors, if any.

38. STATE EMPLOYEES

The Contractor may not contract with or employ a current State employee, including a member of any State Board or Commission, or an individual retained as a full-time contractor by the State, during the term of this Contract, unless state approval has been requested and granted in advance to contracting with the individual.

39. DEBARMENT CERTIFICATION

In conformance with Federal law, the authorized Contractor representative must review, sign and return the Certificate Regarding Debarment and Suspension form. (Attachment)

40. ANTITRUST ASSIGNMENT

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the State all rights, title, and interest in and to all causes of action, claims, and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular Services purchased or acquired by the State under this Contract.

41. ANTI-LOBBYING ACT

The Anti-Lobbying Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- a. 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

42. OWNERSHIP RIGHTS

Unless an ownership interest is granted herein to the Contractor, all deliverables, data, documentation, reports or other writings in any format, and all innovations designed, developed, or delivered to DHS under this Contract shall become the property of DHS and shall not be copyrighted, trademarked, or patented by the Contractor. If the Contractor is granted an ownership interest, DHS reserves the non-revocable, nonexclusive right to reproduce, distribute, and use any submitted report, data, material, any software or modifications, and any associated documentation provided hereunder.

43. STATE TAX EXEMPTION

DHS is exempt from payment of Wisconsin sales or use tax on all purchases.

44. PROMOTIONAL ADVERTISING AND NEWS RELEASES

Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other sub-units of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of DHS.

The Contractor may identify the State of Wisconsin as a client when the Contractor provides a list of Contractor's clients.

45. RECORDS, RECORDKEEPING AND RECORD RETENTION

Under §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. The Contractor shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Contract. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, State, and local laws or ordinances. The Contractor, following final payment, shall retain all records produced or collected under this Contract for three (3) years.

46. ASSIGNMENT OF CONTRACT

The Contractor shall provide prior written notice to DHS before assigning this Contract to another party. DHS reserves the right to withhold approval of any such assignment. The terms and conditions of this Contract, as well as any rights obligations and liabilities associated with such, shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties.

47. WORK CENTER CRITERIA

The Contractor shall implement processes that allow DHS to satisfy its obligation to purchase Goods and Services produced by Work Centers certified under the State's Work Center Law, s. 16.752, Wis. Stats. The Contractor shall include products provided by Work Centers in its catalog for DHS and block the sale of comparable items to DHS.

48. EQUAL EMPLOYMENT OPPORTUNITY

As directed per Federal Executive Order 11246 and amended by Executive Order 11375 and as supplemented by the Department of Labor Regulations (41 CFR Part 60): the Executive Order prohibits federal contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decision on the basis of race, color, religion, sex or national origin. This Executive Order also requires Government contractor to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. (<http://www.dol.gov/compliance/laws/comp-eeo.htm>)

49. AMERICANS WITH DISABILITIES

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

50. AFFIRMATIVE ACTION PLAN (AA)

As required by Wisconsin's Contract Compliance Law (s. 16.765, Wis. Stats.), every Contractor contracting with the State must agree to equal employment and affirmative action policies and practices in its employment programs. The Contractor must submit an Affirmative Action Plan within **fifteen (15) working days** of the signed Contract. Exemptions exist, and are noted in the Instructions for Vendors posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.

The Contractor must submit electronically its affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Wisconsin Office of Contract to:

Department of Health Services, Division of Enterprise Services
Bureau of Strategic Sourcing
Affirmative Action Plan/CRC Coordinator
Email: DHSAAPlan@dhs.wisconsin.gov

Compliance with the requirements of the AA Plan will be monitored by the DHS Office of Affirmative Action and Civil Rights Compliance.

51. CIVIL RIGHTS COMPLIANCE (CRC)

All primary recipients and sub-recipients of DHS must file a new Civil Rights Compliance Letter of Assurance (CRC LOA) for the compliance period of 2014 – 2017 regardless of the number of employees and the amount of the funding received. Primary recipients and sub-recipients with 50 or more employees and who receive over \$50,000 in funding must complete a Civil Rights Compliance Plan (CRC Plan). The CRC Plan **should not** be sent to the state department, but must be submitted upon request or available for review during an on-site monitoring visit. Complete Instructions and Templates for CRC Letter of Assurance and CRC Plans can be located at the following link: <http://www.dhs.wisconsin.gov/Publications/PO/p00164.pdf> (717KB)

For technical assistance on all aspects of the Civil Rights Compliance, the Contractor is to contact the DHS' AA/CRC Office at the address listed in section 45 Affirmative Action Plan.

All Contractors must comply with the CRC Plan requirements within fifteen (15) working days of the award date of the agreement or contract in accordance with the procedures outline on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>. Submit Letter of Assurance electronically to Email: DHSAAPlan@dhs.wisconsin.gov

Failure to comply with the Section 45 or 46 provisions may result in the following consequences:

- a. termination of this Contract as provided in Section 7 Cancellation and Termination;
- b. designation of the Contractor as "ineligible" for future consideration as a responsible qualified bidder or proposer for State contracts;
- c. Withholding of payment(s) due under the Contract until the Contractor is in compliance.

52. DRUG-FREE WORKPLACE

The Federal government implemented the [Drug Free Workplace Act of 1988](#) all Federal grantees agree that they will provide a drug-free workplace as a precondition of receiving a contract or grant. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. Must publish or give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place and specify the actions that will be taken against employees who violate the policy.
- b. Must establish a drug-free awareness program to make employees aware of the dangers of drug abuse in the workplace; the policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and penalties that may be imposed upon employees for drug abuse violations.
- c. Must notify employees that a condition of employment on a Federal contract or grant, the employee must; abide by the terms of the policy statement and notify the employer within five calendar days, if he/she is convicted of a criminal drug violation in the workplace.
- d. Must notify the contracting or granting agency within ten days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- e. Must impose a penalty on / or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.
- g. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

53. PARTIES' CONTACT INFORMATION

Communications to either the Contractor or DHS shall be provided in the manner(s) indicated herein. The parties reserve the right to make changes to the contact information by giving ten (10) days' written notice to the other.

Contractor Program Manager	Name: Pan O Gold Brent Schmaltz Address: 1000 Wilburn Rd – PO Box 807 Sun Prairie, WI53590 Phone: 608-834-1816 Email: bschmaltz@panogold.com
DHS Contract Administrator	Name: Donna Krippner Address: 1300 South Drive Box 9 Winnebago, WI 54985 Phone: 920 235-4910 ext 2544

DHS Contract Manager	Email: Donna.Krippner@dhs.wisconsin.gov Name: Lucinda Champion Address: 1 West Wilson St Rm655 Madison, WI 53703 Phone: 608-264-9890 Email: lucindak.champion@dhs.wisconsin.gov
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IN WITNESS WHEREOF, DHS and the Contractor have executed this Contract as of the day and year first above written.

Brent Schmalz

Contractor or Designee (Authorization attached if Designee)

11-3-14

Date

Brent Schmalz / VP Sales

Printed Name

Cheryl Johnson

DHS or Designee (Authorization attached if Designee)

11/4/14

Date

Cheryl Johnson / DES Admin.

Printed Name

DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

"Acceptance" means a manifestation of assent by the State to the terms, Services, Goods or other items offered by the Contractor under the Contract. Unless the particular methodology and measure of Acceptance of the offered terms, Services, or Goods is set forth herein, Acceptance shall occur, in the case of Goods, after delivery is taken and the Goods are inspected, and payment has been made; or in the case of Services, those Services have been provided to the State's satisfaction and acceptance, and payment has been made.

"Agency" means an office, department, agency, institution of higher education, association, society or other body in the State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts.

"Business Day" means any day on which the Contracting Agency is open for business, generally Monday through Friday unless otherwise specified in this Contract.

"Confidential Information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfies at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) information expressly designated as confidential in writing by the State. Confidential information includes all information that is restricted or prohibited from disclosure by State or federal law.

"Contractor" means an individual, business, or agency that enters into a written contractual Contract to provide Products or Services to the State. A Contractor may be a service provider, a supplier of products, a manufacturer, or a consultant.

"Contracted Personnel" means Contractor's employees or other personnel (including officers, agents and Subcontractors) provided by the Contractor to perform work under this Contract.

"Contracting Agency" means the State Agency entering into this Contract on behalf of the State.

"Day" means calendar day unless otherwise specified in this Contract.

"DHS premises" means any and all physical locations through which DHS conducts business or renders services to its clients including, but not limited to, 1 West Wilson, Madison, Wisconsin, and all institutions affiliated with and under the control of DHS.

"Default" means the omission or failure to perform a contractual duty or provide Goods or Services as contractually required.

"Goods" means articles of trade or items of merchandise, supplies, raw materials, or finished products, and may also include incidental or related Services as the situation may require.

"Inspection" means a careful examination of Goods, commodities, or items produced under this Contract in order to determine their fitness for use.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or federal law.

"Municipality" includes a county, city, village, town, school district, federally recognized Indian tribe, school board of directors, sewer district, drainage district, vocational, technical, and adult education district or other public or Quasi-public Corporation, board, or other body having authority to award public contracts within the State.

"State Purchase Order" means the State's standard document of purchase.

“Services” means all actions, recommendations, plans, research, customizations, modifications, documentation and maintenance and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under this Contract.

“State” means the State of Wisconsin.

“Subcontract” means a Contract, written or oral, financial or non-financial, between the Contractor and any other party to fulfill the requirements and performance obligations of this Contract.

“Subcontractor” means an entity that enters into a Contract with the Contractor for the purpose of delivering Goods or providing Services to the State.

“Work Center” means a charitable organization or nonprofit institution which is licensed under s. 104.07 and incorporated in this State or a unit of county government which is operated for the purpose of carrying out a program of rehabilitation for severely handicapped individuals and for providing the individuals with remunerative employment or other occupational rehabilitating activity of an educational or therapeutic nature, and which is engaged in the production of materials, supplies or equipment or the performance of contractual Services in connection with which not less than 75% of the total hours of direct labor are performed by severely handicapped individuals.

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.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
 - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract

Brent Schmalz

(Signature of Official Authorized to Sign Application)

11-3-14

(Date)

Brent Schmalz

(Print Name)

VP Sales

(Title)

(Agency / County Name)

(Title of Program)

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.

Brent Schmalz
(Signature of Official Authorized to Sign Application)

11-3-14
(Date)

Brent Schmalz
(Print Name)

VP Sales
(Title)

(Agency / County Name)

(Title of Program)