

**CONTRACT FOR PRODUCTS and/or SERVICES
BY AND BETWEEN
THE STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
AND
RR Donnelley
For
Vital Records Security Paper
Contract Number: S-0376-DPH-14**

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

WHEREAS, DHS issued RFB **S-0376-DPH-14** on September 23, 2014 soliciting bids to provide Vital Records Security Paper.

WHEREAS, Contractor responded to said solicitation, and DHS has elected to enter into an arrangement whereby Contractor will provide itemized 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 date of signature to December 31, 2015. Upon satisfactory performance and by mutual agreement of the agency and the Contractor, the Contract may be renewed up to four (4) 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-0376-DPH-14
- e. Contractor's bid as submitted

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 amounts (appendix A).

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 services in accordance with this Contract, RFB S-0376-DPH-14, attached statement of work, and Contractors submitted bid.

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 performance of the goods and/or services performed on DHS's premises at any time. Failure to produce materials according to the conditions of the contract and/or failure to meet specified delivery dates may result in one or more of the following:

1. Rejection of the order with reprinting entirely at the contractor's expense;
2. When time does not allow reprinting, assessment of liquidated damages (see Standard Terms and Conditions for State of Wisconsin Printing, Item 11);
3. 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 State Contract Administrator. 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 State determines that services are not in compliance, the Work Representative will note the reason for non-compliance on the submittal form and send the form to the Project Manager. At no expense to the State, the Contractor then must bring the services into conformance and re-submit to the Work Representative within five business days or mutually agreed upon schedule.

e. Acceptance

If the State agrees the services meets requirements, the Work Representative will indicate that by providing an official communication from an authorized DHS representative indicating acceptance of the services. Contract payment will be made.

6. 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-0376-14, 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.

7. 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. Then 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)).

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. CONTRACT AMENDMENT

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. DEFAULT AND REMEDY

If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving reasonable notice from DHS to do so, the Contractor shall reimburse DHS for all reasonable costs incurred as a direct 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. DEBARMENT CERTIFICATION

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

39. 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.

40. 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 included 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.

41. 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.

42. 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.

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:

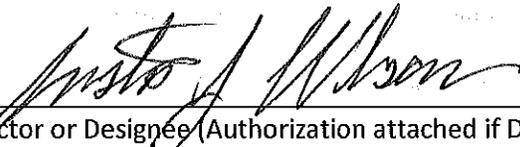
- a. Must publish or give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place and specify the actions that will be taken against employees who violate the policy.
- 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: Justin Wilson Address: 402 Gammon Place, Ste 240, Madison, WI 53719 Phone: 608-826-4644 Email: Justin.j.wilson@rrd.com
DHS Contract Administrator	Name: Charles Warzecha Address: 1 W. Wilson St Madison, WI 53703 Phone: Email: Charles.Warzecha@dhs.wisconsin.gov
DHS Contract Manager	Name: Rebecca Biely Address: 1 W. Wilson St Madison, WI 53703 Phone: 608-266-0330 Email: Rebecca.Biely@dhs.wisconsin.gov

IN WITNESS WHEREOF, DHS and the Contractor have executed this Contract as of the day and year first above written.



Contractor or Designee (Authorization attached if Designee)

12-12-14
Date

Justin J. Wilson
Printed Name



DHS or Designee (Authorization attached if Designee)

1-5-15
Date

CHARLES WARZECHA
Printed Name

**Statement of Work
For
Vital Records Security Paper
Contract Number: S-0376-DPH-14**

This Statement of Work is specific to the receipt of orders, production and delivery of State Vital Records Security paper. The order process via; Vital Record Office (VRO) and fulfillment process via; RR Donnelley (RRD) will follow the steps shown below and adhere to the production Specifications listed.

Overview: Twice a year the State Vital Records Office will place an order with RR Donnelley for F-05002 Vital Records Security Paper to include security base printing, embossing and electronic or offset imprint personalization as needed for 75 Vital Records Offices in the state.

- VRO: Compiles all WI Vital Records Security Paper Order Forms from the State and County Vital Records Offices. The State and County requests specify quantity, new or exact reprint, emboss instructions, shipping information and Registrar name/signature information. If a signature is changing "wet" signatures for RRD scanning are also received from the offices.
- VRO: Populates the Certificate Cost Sheet (Abstract for Certificate Cost Sheet) with total quantities received from the office orders and determines per piece cost and order total cost.
- VRO: Generates a Security Paper Order (Xcel document) showing per County or State Vital Records office; copies ordered, yes/no County emboss information, price per sheet, cost total per County and total order cost and quantity.
- VRO: Generates a purchase order based on total quantity and cost from Security Paper Order.
- VRO generates an overview cover memo to include consecutive number start and end, number of offices ordering, sheet count and breakdown of orders showing State order, and County orders embossed or not embossed.
- VRO: Assembles hard copies of cover memo, individual Vital Records Office orders, wet signatures when applicable, certificate cost sheet, security paper order and purchase order and notifies RRD that order package is ready for pickup.
- VRO: Sends electronic version of certificate cost sheet and security paper order to RRD.
- RRD: Picks up hard copy materials, and retrieves electronic orders.
- RRD: Reviews all information and requests clarification from VRO as needed.
- RRD: Provides a hard copy laser proof per revised version within 7 working days of receipt of orders, layouts and purchase order. Additional proofs after first round will be hard copy unless emailed proofs are requested in writing by Program and emails are sent in a password secured manner.
- RRD: Produces materials based on approved proofs, security paper order and RFB/SOW specifications.
- RRD: Emails "Notice of Shipment" to Vital Records Program Supervisor two to three days prior to shipping materials.
- RRD: Ships materials to locations with arrival to be no later than 30 business days after proof approval.
- RRD: Sends a single master invoice capturing total cost of bi-yearly order. (This allows one check to be created for payment.)
- RRD: Sends individual memo invoices per County or State order to Vital Records Program Supervisor for reconciliation against master invoice.
- VRO: Reviews master invoice and memo invoices and approves for payment or works with RRD to resolve on conflicts.
- VRO: arranges payment to RRD via Bureau of Fiscal Service.

PRODUCTION SPECIFICATIONS

A. QUALITY

Excellent quality including exact color match and exact register is required throughout the finished product. Quality will be based on acceptable samples from previous runs.

B. QUANTITY

Quantities will range from 350,000 minimum to 1,500,000 maximum in any one-year contract term. Orders for individual versions typically vary from 500 to 125,000.

C. UNDER-RUNS/OVER-RUNS

Under-runs and over-runs will not be accepted on this contract.

D. NUMBER OF PAGES

One

E. PRODUCTION SCHEDULE

Proofs for typesetting to be received within seven workdays after receipt of job layout and purchase order. Delivery of printed material to be made within 30 workdays after approval of typesetting proofs.

F. AGENCY WILL FURNISH

Previous job sample and job layout (mockup) will be furnished as needed for new versions not previously produced by RR Donnelley.

G. PAPER

1. Paper:
24lb white safety paper required.
2. True Watermark:
A minimally two-tone overall design formed into the paper at the paper mill. Watermark must not be reproducible on a scanner, color copier or black and white copier and cannot be removed, corrupted or easily replicated. The design should be either a custom design selected by DHS or a unique existing design approved by DHS. Either way, the watermarked stock shall be fully secured by the North American -based paper mill and by the U.S.-based printer.
3. Paper treated with laser toner retention:
A toner retention agent should be used to enhance the receptivity of the toner images from a laser printer. The paper stock should be fully treated on both sides to assist printer applied data to fuse to the paper fibers to deter attempts to mechanically (or otherwise) remove the data. This feature will protect documents against fraudulent alteration. This toner retention agent must not retard or impede the chemical sensitization in the paper.
4. Security Fibers:
Fibers non-scan visible to the naked eye, and Invisible fluorescent (visible under black light) fibers embedded into the paper pulp.
5. Chemical sensitization

Reagents are incorporated into the paper that will exhibit marked chemical reaction (in the form of various stains) to render detectable attempts to alter the documents using various chemicals which are classified according to the following families: Oxidants, Polar solvents, Non-polar solvents, Acids and Alkalis.

H. SECURITY PRINTING – BASE FORM

1. Size and position:
Forms must be printed landscape – 11" x 8 1/2"
2. Design:
Design will be a one-time charge only.
 - a. Blue Line proof
Required for each proof if done by conventional printing.
 - b. Laser proof
Required for each imprint electronically printed.
3. No White Margin:
All forms must have no white space on margin on all sides. The border artwork will bleed off all four sides of form.
4. Void Copy Background:
A "copy-void" repetitiously designed non-graduated screen pantograph will be printed in permanent ink. The pantograph design and process-compatible ink shall consist of images virtually invisible to the naked eye resulting in the appearance of the word "VOID" in multiple areas of the document. When an attempt to copy the document, the word "VOID" appears thereby deterring the forger from attempting to use copied documents as counterfeits.
5. Border:
A high-resolution lithographic border produced from artwork prepared by a banknote engraver. Incorporated into the border should be latent image, V + R, which are visible and readable when viewed under magnification. This border will be printed in permanent, erasure sensitive ink.
6. Prismatic Printing/Printing of Text and Graphics:
A background design printed from one plate, which changes color across the document upon which it is printed. Two colors blend into each other in such a way that the change is difficult to simulate, as it "fools" the camera of the photo-offset counterfeiter.

Background ink colors: blue to red to blue gradient (send sample). Inks must be heat resistant, compatible with each other and laser printers. Ink must run uniformly (no mottling or light spots). Some of the text and all graphic color is to be printed in dark blue Pantone Matching System (PMS) 282 and some text will print red Pantone Matching System (PMS) 1935.
7. Screened State of Wisconsin Graphic
The State is imprinted as a screened image on the face of the document.

I. SECURITY PRINTING -IMPRINTS BY 75 OFFICES

1. Imprints by 75 offices:
There are 75 vital records offices in Wisconsin that will require imprints on the base copy that may be electronically printed or printed by conventional means. The following will be

affected: 1) Registrar's signature; 2) Registrar's typed name; 3) Registrar's office name; 4) Registrar seal if imprinted versus embossed.

2. Laser proof:
Proofs are required unless waived in writing. When proofs are waived, the vendor is responsible only for accurately reproducing what was furnished with order. Proofs must be identified by order number and accompanied by original copy and previous proofs.
3. Penetrating ink sequential control numbering:
A red ink control number shall be printed on the face of the certificate and the red ink shall noticeably penetrate the paper fibers so that it cannot be removed from the document. Vendor must guarantee no missing or duplicable numbers or documents. There must be a guarantee of numerical sequence for inventory/audit and issuing/tracking purposes. DHS will provide vendor with starting numbers. Numbers will never be repeated.

NOTE: It is suggested that the numbering and all imprinting be accomplished during the same operation since the guarantee of numerical sequence and no missing control numbers is a critical requirement.

4. Bar-Coding:
The sequential control number referenced in number 3 above shall be bar-coded on the document with a 3 of 9 type bar code also called a type 39 bar-code. Location on paper will be shown on sample provided by DHS.

J. SEALS

There will always be 2 seals per sheet. Either both embossed or one embossed and one imprinted.

1. State Orders:
Standard State seal lower right "Always Embossed".
State Registrar seal on lower left "Always Embossed".
2. Local Office orders:
Standard State seal lower right "Always Embossed".
Local Registrars personalized seal on lower left. Imprinted or embossed depending on the request of the local Registrar.
3. Seal Specification
Seal size (embossed or imprinted) is 1.25" across. The depth of the seal must be as prominent as possible or just enough depth before the paper starts to tear. The embossing must be no less than .002" and no more than .0035".

K. PACKAGING

1. Shrink-wrap:
Forms are to be shrink-wrapped (or equivalent water-proof packaging) in packages of 100, 20 packages to a carton (2,000 forms per carton); carton sealed (explanation of carton seal follows). Each package is to contain one piece of chipboard with a die cut window over the control number and one piece of chipboard covering the backside of the last form.
2. Cartons
All printed matter must be firmly packed in cartons to protect against jamming and shifting, spoilage, loss, or damage during delivery. Each order must be packed separately. When specified, cartons must be delivered on skids or pallets. Packaging materials, including cartons, skids, and pallets, must be furnished by the vendor.

Corrugated board cartons (200 lb. test or stronger) must be uniform in size and suitable for shelf storage and employee handling. Oversized, overweight, or weak cartons are unacceptable. Loaded cartons must not weigh more than 50 pounds each.

3. **Carton seal**
Cartons are to be sealed top and bottom, including down the middle and on each side of the top and bottom, with a security tape that if removal is attempted, it is obvious that an attempt has been to unseal. Tape should have either security threads imprinted with word "caution" and if an attempt to open the seal it will be obvious, or will contain a "blind" message indicating that an attempt to open the sealed carton as occurred.
4. **Carton labeling (apply to front of each carton) include:**
 1. Ordering Agency
 2. Delivery Address (as shown on authorized order form)
 3. Agency Purchase Order Number
 4. Form Number (F-05002) – No Form Title
 5. Beginning and ending sequence number in carton
 6. Box number out of all boxes (i.e., 1 of 50, 2 of 50, 3 of 50, etc.)
5. **Pallets**
 1. Any order large enough to warrant the use of pallets must be shipped on standard commercial pallets and banded or wrapped securely without damage to cartons.
 2. Each order must be on separate pallets – no mixed pallets.
 3. Boxes with the highest box numbers are to be stacked on pallets first so that the lowest box numbers are on top of the pallets. This is required so that when boxes are removed for use, the lowest numbered boxes end up on top since they will be distributed first.

L. SHIPPING INSTRUCTIONS

Certificates are to be delivered to the destination noted on the authorizing order form and will include 75 delivery points (the State Vital Records Office in Madison and 74 Local Registrars that consist of 72 Registers of Deeds and 2 City Health Offices in Milwaukee County).

Notice of Shipment - Two to three days before materials are shipped a "Notice of Shipment" must be sent by e-mail to the Vital Records Program Supervisor at: "Rebecca.Biely@dhs.wisconsin.gov". The Notice must contain the following information: (1) Purchase Order Number; (2) ordering agency; (3) shipping date; (4) shipping method (trucking line and routing); (5) item and quantity shipped; (6) number of cartons and quantity in each; (7) partial or full delivery; (8) expected delivery date.

M. DELIVERY

1. Delivery to be made within 30 working days of receipt of proof approval.
2. Printing must be delivered as specified.
3. All deliveries must be prepaid F.O.B. inside destination door to a Wisconsin Vital Records agency location.
4. The shipper owns the freight payment responsibility.
5. Contractors are not required to deliver elsewhere within a building.
6. Unless otherwise noted on the order, delivery hours are 8:00 a.m. to 3:00 p.m., Monday through Friday, except State Holidays.
7. A signature will be required, by a staff member from the authorizing office, to acknowledge receipt and acceptance of the certificates.

8. In quote prices include shipping and delivery to a specified person from the authorizing office.
9. Prices should be quoted F.O.B.

N. INVOICING

Vendor will invoice the Division of Public Health - Vital Records, Attn: Rebecca Biely, Program Supervisor, 1 W. Wilson Street, Madison, WI 53703

Invoices will consist of:

- One invoice capturing total cost of bi-yearly order allowing one check to be created for payment.
- Individual memo invoices per County or State orders will be provided for reconciliation against single payment invoice.



Contractor or Designee (Authorization attached if Designee)

12-12-14
Date

Justin Wilson
Printed Name



DHS or Designee (Authorization attached if Designee)

1-5-15
Date

CHARLES WARZECHA
Printed Name