

State of Wisconsin  
Department of Justice



17 West Main Street  
Post Office Box 7857  
Madison, WI 53707

## CONTRACT FOR SERVICES

This Contract is entered into by the State of Wisconsin Department of Justice (hereafter, the State, the DOJ or the Department) and [ ] (hereafter the Contractor or \_\_\_\_).

The State and the Contractor acknowledge that they have read the Contract and the attached exhibits, addenda and requirements, understand them and agree to be bound by their terms and conditions.

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

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Contract with full knowledge of and agreement with the terms and conditions of this Contract.

**State of Wisconsin  
Department of Justice**

**Contractor**  
(Legal Name) \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Bonnie Cyganek

Name: \_\_\_\_\_

Title: Division Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACT FOR SERVICES

1. **PARTIES.** This Contract is entered into by and between the: State of Wisconsin, Department of Justice, (hereafter, the State, the DOJ or Department) and [ ] (hereafter, the Contractor).

2. **ENTIRE CONTRACT.**

This Contract, together with its attachments, is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the Contract. The State reserves the right to reject or cancel agreements based on documents that have been altered.

In the event of a conflict between this Contract and its attachments, the following will serve as the hierarchy of documents:

Final executed Contract

Official Purchase Order

Attachment \_: Payment Schedule

Attachment \_: Confidentiality Agreement

Attachment \_: Request for Proposal # and title (including all attachments and addenda)

Attachment \_: Contractor Bid Response

Other

3. **CONTRACT TERM.**

This Contract shall commence upon its signing by both parties and continue until [ ], during which period all performance as described in this Contract shall be fully completed to the satisfaction of the State.

4. **SCOPE OF WORK AND PRODUCTS.**

The Contractor agrees to provide all of the products and services set forth in this Contract and all its attachments. A brief overview of the scope of work and products is as follows:

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5. **PERFORMANCE AND COMPLIANCE.**

Services rendered 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 the type of Services to be rendered hereunder.

The Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State/Agency/Department work rules.

The Contractor shall render services in a reasonably safe manner and in compliance 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. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

6. **COSTS FOR SERVICES.**

The State agrees to pay the Contractor according to Attachment \_\_, Payment Schedule.

7. **CHANGE CONTROL.**

Any contractual changes, including cost adjustments and time extensions beyond the scope of services stated in this Contract, may be made only by a written amendment to this Contract, signed by both parties prior to the ending date of this Contract.

Either party requesting the change shall give such information, including the reason for the change, to the other party as is sufficient to allow the other party to consider the impact of the requested change.

Requests for changes to the Contract determined to be either a change to or outside the scope of this Contract will require a "Change Request" detailing specific requirements, expectations, including the reason for the change and the cost, if applicable.

All Change Requests shall be approved by both parties before any work is started. In the event a request by the State is made for a reduction of work by Contractor in which the State will assume more responsibility for tasks, a Change Request, describing the change and any reduction in cost, if applicable, will also be required. Each Change Request document will be jointly developed by the Contractor and the State.

8. **CANCELLATION AND TERMINATION.**

Cancellation. The State reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this Contract.

Termination for Cause. The State may terminate this Contract without penalty if there is a material breach of this Contract by Contractor. A material breach includes, but is not limited to, Contractor's failure to act in full compliance with federal or Wisconsin laws or regulations.

For the specific reasons below, the State may terminate this Contract without penalty if Contractor fails to cure within ten (10) days of written notice or within the time agreed upon by both parties:

- Fails to follow the sales and use tax certification requirements of § 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required herein;
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;

- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- Makes an assignment for the benefit of creditors; or
- Becomes a federally debarred Contractor.

Termination for Convenience. The State may terminate this contract at any time and in its sole discretion upon the delivery of thirty (30) days' written notice to the Contractor. Upon termination, the State's liability hereunder shall be limited to an amount equal to the sum of the pro rata cost of the professional services actually performed by the Contractor through the effective date of termination, plus the expenses actually incurred by the Contractor with the prior written approval of the State.

9. **CONFIDENTIALITY.** Confidentiality requirements are set forth in Attachment \_\_. Contractor will treat all information as highly confidential. A Confidentiality Agreement must be signed by all individuals working on any task before beginning work.
10. **SECURITY.** During the performance of Services under this Contract, Contractor may have access to the personnel, premises, computer networks, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State networks. Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State.
11. **CONTRACTOR PERSONNEL.**
  - a. **Identification.** The Contractor shall provide a list of the names, dates of birth, and addresses of all Contractor's employees, Contracted Personnel, or Subcontractor's employees (collectively, "Personnel") in connection with the rendering 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 the State may require. The State reserves the right to refuse any person employed or contracted by the Contractor who, in the sole opinion of the State, would be undesirable; provided said reason is a lawful reason.
  - b. **Right to Approve Changes of Personnel.** The State shall have the absolute right to approve or disapprove a proposed change of Personnel. The State shall not unreasonably withhold or delay this approval.
  - c. **Personnel Removal.** The State may direct the Contractor to remove or reassign Personnel at the State's discretion; however, the State's right to do so shall be a lawful reason and does not implicate the State as a party to any of the Contractor's obligations in the Contract.
  - d. **Identification of Personnel.** The Contractor shall furnish each Personnel with a means of identifying themselves as agents, Subcontractors, or employees of the Contractor assigned to perform Services under the Contract, and furnish the State with security credentials on these Personnel.
  - e. **Background or Criminal History Investigation.** Prior to the commencement of any Services under this Contract, the State will require a fingerprint based background check of all Personnel who will be providing Services to the State under the Contract. The background check will be performed by the DOJ. DOJ holds the right to conduct periodic re-checks of Personnel.
  - f. If any of the stated personnel providing Services to the State under this Contract is not acceptable to the State in its sole opinion as a result of the background or criminal history investigation, the State will require prompt replacement of the person. If this occurs more than one time, the State reserves the right to cancel this Contract.

- g. Notification of Personnel Removal. The Contractor shall inform DOJ immediately in the event that a Contractor's employee, personnel, or subcontractor's employee engaged in the performance of this Contract and who has access to the DOJ's information systems is terminated from employment.

12. **ASSIGNMENT.**

Neither this contract nor any right or duty in whole or in part by the Contractor under this contract may be assigned, delegated or subcontracted without the written consent of the State. If upon the written consent of the State this Contract or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this Contract and be bound by the terms and conditions of this Contract. Assignment in whole or in part of this Contract does not absolve the Contractor of any liability or obligation expressed and agreed to hereunder.

13. **INSURANCE RESPONSIBILITY.**

The Contractor performing services for the State of Wisconsin shall maintain the following insurance coverage:

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

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; and

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.

Certificate of Insurance, showing up-to-date coverage, shall be on file in the Contracting Agency before the Contract may commence. (if applicable)

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

14. **HOLD HARMLESS.**

The Contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its subcontractors, in performing work under this agreement.

15. **NONDISCRIMINATION / AFFIRMATIVE ACTION.**

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect

to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.

The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the Contract is awarded, the Contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

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

16. **APPLICABLE LAW.** This Contract shall be governed under the laws of the State of Wisconsin. Venue for any action brought under this Contract shall lie in Madison, Dane County, Wisconsin.

17. **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.

18. **RECORDKEEPING AND RECORD RETENTION.**

The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

19. **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 specifically to that proportionate amount of the particular Deliverables or Services purchased or acquired by the State under this Contract.

20. **TAXES.**

The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in

that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

21. **VENDOR TAX DELINQUENCY.** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
22. **PROMOTIONAL ADVERTISING / NEWS RELEASES.** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
23. **REPORTS, DOCUMENTS AND OTHER MATERIALS.** All reports, documents and other materials produced by the Contractor in connection with the professional services provided under this contract shall remain the sole property of the State. The Contractor shall not use such reports, documents and other materials for any other purpose without the prior written consent of the State.
24. **RIGHT TO PUBLISH.** The Contractor shall not publish, circulate or disclose any articles, reports or other writing concerning the subject matter of the professional services provided hereunder without the prior written approval of the State.
25. **INTELLECTUAL PROPERTY INFRINGEMENT AND LABOR STANDARDS.** The Contractor guarantees that any items provided to the State hereunder were manufactured or produced in accordance with applicable state and federal labor laws, and that the sale or use of said items shall not infringe any United States patent, copyright, or other intellectual property rights of others. The Contractor shall at its own expense indemnify, defend and hold the State harmless from any claims brought against the State for any alleged patent, copyright or other intellectual property right infringement due to the sale or use of such items, provided that the Contractor is promptly notified of such suit, and is given all related documents. The Contractor shall pay all costs, damages, and profits recoverable in any such infringement lawsuit.
26. **EMPLOYMENT.** The Contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
27. **INDEPENDENT CAPACITY OF CONTRACTOR; NO AGENCY RELATIONSHIP.**

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State.

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

During performance of the Contract, the Contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency.

28. **FORCE MAJEURE.** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
29. **NOTICES.** All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent or delivered to the parties listed below:

For: WI Department of Justice  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

For: Contractor  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT A**  
**PAYMENT SCHEDULE**

Contract between the Wisconsin Department of Justice and [\_\_\_\_\_]

**I. ACCEPTANCE OF DELIVERABLES**

Contract deliverables include, but are not limited to, the documents and reports required by the RFB/P materials. Any deliverables will be submitted, reviewed, and accepted according to the following procedure:

- A. **General.** All completed work and deliverables shall be accepted if it has been performed in accordance with, but not limited to the following: *(all requirements in the Request for Bid or Proposal, final negotiated terms and specifications and commonly accepted industry standards.)*
- B. **Submittal and Review.** Upon the State's receipt of deliverables, the State will review the deliverables. If the deliverables are not fully accepted by the State, the State will notify Contractor, within 10 business days, that either: (a) the deliverables are accepted, but noted deficiencies must be corrected; or (b) the deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any deliverables, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable deliverables to the State. If acceptance with deficiencies or rejection of a deliverable impacts the content or delivery of another non-completed deliverable, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract.

The parties agree to repeat this process as required until all such identified deficiencies are corrected or the State determines that of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct any deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may provide the deliverables and recover the difference between the cost to cure and the Contract price, plus an additional 10% administrative fee.

- C. **Electronically Submitted Information.** Where applicable, the State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be the Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications.

**II. PAYMENT SCHEDULE AND COMPENSATION**

- A. In consideration of the services required by this contract, the State hereby agrees to pay to Contractor ([\_\_\_\_\_]).

- B. The State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

TASK Description		Cost	Completion Schedule
Task 1:			
Task 2:			
Task 3:			
Task 4:			
Task 5:			

- C. Payment will be made only upon approval of (Name, title), or an authorized designee.

**D. Payment Schedule.**

1. This Payment Schedule will serve as the basis for monthly progress payments and will be incorporated into an invoice acceptable to the State's Project Manager (PM). Progress payments on account of the unit price work, hourly rates, deliverables, tasks or agreed upon units, will be based on the number of units completed and accepted.
2. Invoices submitted by the Contractor hereunder shall itemize categories, tasks and subtasks of expenses actually incurred, including professional fees, travel and other direct costs.

Invoices. Invoices must provide and itemize for each task, and include, as applicable:

- a. Purchase Order number and/or Contract No.
  - b. Contractor name, address, phone number, and Federal Tax Identification Number
  - c. Date(s) of deliverable and/or date(s) of service and/or hours per task/subtask
  - d. Description of deliverables completed by task and by sub-task
  - e. Price for each item
  - f. Net invoice price for each item
  - g. Other applicable charges
3. The Contractor shall be compensated upon completion, review, acceptance and approval by the State of each deliverable, less the identified retainage.
  4. Retainage. The Contractor shall hold back on invoicing an amount equal to twenty percent (20%) of the total amount per task or per invoice until the submittal of the accepted final deliverable for each task. The amounts held back for each task will be released to Contractor after the State has granted final acceptance of the task.
  5. Payments are predicated upon successful completion and acceptance by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables in this Payment Schedule.
  6. Payment shall be made by the State to the Contractor upon receipt of periodic itemized invoices or as stated in the Payment Schedule, and submitted in triplicate to the following address: Department of Justice, Post Office Box 7857, Madison, WI 53707-7857.
  7. The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if

required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

8. The Contractor's final invoice for professional services rendered hereunder shall be submitted to the State not later than sixty (60) days following the termination of the Contract.
9. A good faith dispute creates an exception to prompt payment. The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard contract activities.
10. The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.
11. No interest on retained funds shall accrue to the Contractor.
12. Refund of Credits. The Contractor agrees to pay the State within 60 days, any credits resulting from the order which the state determines cannot be applied to future invoices.
13. If the State expands the scope of work to include additional tasks, the additional work outside the stated specific deliverables shall be compensated in progress payments on a monthly basis for allowable work hours completed by the Contractor and accepted by the State.
14. Travel Expenses. All travel expenses shall be itemized and shall be billed according to accrued actual expenses, not to exceed the total cost identified for travel. Reimbursable travel expenses shall be limited to costs for transportation, meals and lodging. To the extent possible, costs for transportation and lodging should follow the State of Wisconsin travel policy and guidelines ([Pocket Travel Guide](#)). Payment for air travel shall be for tourist class. The costs for meals must follow the State of Wisconsin travel policy and guidelines ([Pocket Travel Guide](#)). TUSA will exercise all reasonable efforts to minimize travel related costs.
15. No Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.