



WISCONSIN DEPARTMENT OF CORRECTIONS

Governor Tony Evers / Secretary Kevin A. Carr

CONTRACT

Services/ Commodity: Personal Property Items

Contract Period: The Contract shall commence and be effective for the period of 10/1/2021 – 9/30/2022 with four 1-year renewal options by mutual agreement between the Contractor and the Department of Corrections.

Reference Number: RFP RLH-7478

Contract Number: 410014-M21-RLH7478-RFP-01

I. DEFINITIONS:

Agency: Office, department or agency or other body in state government created by the constitution or any law, including the legislature and the courts but not including an authority.

Clean invoice: Invoice completed according to terms of the contract and Section 11 of the Standard Terms and Conditions.

Contractor: Successful vendor or provider awarded the contract.

County: A region created by territorial division for the purpose of local government.

DAI: Division of Adult Institutions, administers all adult state correctional incarceration facilities with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

DCC: Division of Community Corrections, supervises adult offenders outside secure facilities.

DJC: Division of Juvenile Corrections, operates two juvenile correctional institutions and supervises some delinquent youth in the community with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

DOA: Department of Administration has statutory authority [WI Stats. Chapter 16] to define, regulate and delegate all aspects of procurement of services and commodities for state agencies.

DOC: Wisconsin Department of Corrections, also referred to as *the department* or the DOC headquartered at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

Offender: Person under the custody or supervision of the Wisconsin Department of Correction.

PIOC: Person in Our Care

Prison: A correctional institution where persons are confined after being convicted of a crime.

State: State of Wisconsin.

Subcontractor: Subcontractor is a person who is awarded a portion of an existing contract by a principal or general contractor.

Third Party: Refers to a person or entity who is not a party to this contract.

Vendor: An awarded bidder which supplies a service or commodity to the Department of Corrections.

II. RELATIONSHIP BETWEEN PARTIES

- A. This contractual agreement (“Contract”) is entered into for the period of 10/1/2021 – 9/30/2022 with four 1-year renewal options by mutual agreement between the State of Wisconsin Department of Corrections, whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, (the “DOC”), and Union Supply Group, Inc., whose principal business address is 2500 Regent Boulevard, P.O. Box 619058, Dallas, TX 75261-9058 (the “Contractor”).
- B. The DOC Contract Administrators for this contract will be Yana Pusich and Sandi Maguire-Petke and the Contract Manager will be Rebecca Hoefs, Purchasing Director. DOC will notify the Contractor as soon as possible if the Contract Administrators and/or Contract Manager assigned to this contract were to change.

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III. CONTRACT AUTHORITY

This Contract is entered under the authority of Wis. Stats.16.75 and Wis. Adm. Code Chapter Adm 10.

IV. STATEMENT OF DELIVERABLES

The Contractor will deliver Personal Property Items per the details specified in Exhibit A which is attached hereto and incorporated herein by reference.

V. CONTRACT DOCUMENTS

Form DOA-3054 (“Standard Terms and Conditions”) and Form DOA-3681 (“Supplemental Standard Terms and Conditions for Procurement of Services”) are incorporated into this Contract by reference. To the extent that any term or condition set forth in either Form DOA-3054 or Form DOA-3681 differs or conflicts with this Contract, the term, condition, or Contract provision determined by the DOC to be the more favorable to the DOC in any given situation shall govern and control. Copies of Forms DOA-3054 and DOA-3681 are available upon request from the DOC or the State of Wisconsin Bureau of Procurement.

VI. CONTRACT REVISIONS / ADDENDUMS

Any subsequent addendum to this contract must be in writing and signed by the parties.

VII. CONTRACT SCOPE

The Contractor will provide Personal Property Items per the terms of this Contract as defined in the original solicitation, RFP RLH-7478 and subject to the forms, attachments, and exhibits in Section 9.0 of the RFP as well as applicable law, including Wis. Admin. Code DOC Chapter 309. Any services provided outside the terms of the Contract will be considered “out of scope”. DOC will only pay for services within the scope of this Contract.

If DOC authorizes in scope services over and above what is specified in the Contract, the agreement must be in writing and must be approved by the Contract Administrators prior to the additional services being performed. Any invoices sent to DOC for services not covered by the Contract will be denied for payment.

VIII. GENERAL SERVICE PROVISIONS

- A. Contractor may not subcontract, refer to outside/community resources, or assign any part or obligations of this Contract without the prior written consent of DOC. If DOC approves, Contractor is responsible for having subcontracts in place to provide service to the subcontracted agencies under this Contract. Contractor retains responsibility for fulfillment of all terms and conditions of this Contract when it enters into subcontractual agreements.
- B. This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-law's provisions thereof that would otherwise require the application of the law of any other jurisdiction. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in Dane County, Wisconsin.
- C. No waiver by either party of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Contract.
- D. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Contract entirely.
- E. Contractor guarantees that the sale or use of any software utilized in the provision of services required under this Contract will not infringe any patent or copyright. The Contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe on any United States patent. Contractor covenants that it will at its own expense defend every suit which shall be brought against DOC (provided that Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent or copyright by reason of the sale or use of such article or software, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- F. Contractors are prohibited from responding to legal or legislative matters as a representative of DOC. All legal or legislative inquiries requiring a response by DOC are to be referred to DOC Secretary's Office in a timely manner for an appropriate response.
- G. The parties hereto agree that Contractor, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the DOC. Contractor agrees to take such

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steps as may be necessary to ensure that each of its subcontractors will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DOC. Furthermore, neither DOC nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.

H. Any and all notices or other communications necessary or desirable shall be sent to the parties below by email:

(i) If to DOC:

Department of Corrections, DOC

Contract Administrators: Yana Pusich and Sandi Maguire-Petke

Telephone number: (920) 324-7232 or (715) 644-2960 ext. 3720

Email address: Yana.Pusich@wisconsin.gov or Sandi.MaguirePetke@wisconsin.gov

Contract Manager: Rebecca Hoefs

Telephone number: (608) 240-5574

Email address: Rebecca.Hoefs@wisconsin.gov

(ii) If to Contractor–

Union Supply Group, Inc.

Contact: Ashley Lear and Alexandra Martin

Telephone number: (614) 662-9008 or (614) 662-9004

Email address: ALear@unionsupplygroup.com or AMartin@unionsupplygroup.com

IX. RECORDS

- A. Contractor shall maintain such records as are required by State and Federal law and shall comply with all applicable confidentiality laws and requirements pertaining to said records and the information contained therein.
- B. Contractor will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DOC and its authorized agents, and Federal agencies, in order to confirm Contractor's compliance with the specifications of this Contract.
- C. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and subsequent audit resolution processes have been completed.
- D. To ensure confidentiality of records and safeguard access to these records, Contractor must maintain sufficient locked storage space for current and closed offender records.
- E. Contractor agrees to have a written policy on confidential destruction of case records.

X. CONFIDENTIALITY

- A. All confidential health, mental health, drug and alcohol information or educational information reviewed and collected in connection with this contract shall be handled by the Contractor in a manner consistent with the applicable state and federal confidentiality laws.
- B. Contractor acknowledges that some of the data and documentation it may become privy to in the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subContractors do not disseminate such confidential information without the Purchaser's prior permission and in a manner that complies with all applicable confidentiality laws and requirements.
- C. Contractor or its employees may have direct or indirect contact with offenders, staff, or other parties. All services provided to offenders are confidential in nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subContractors do not disseminate such confidential information, including but not limited to identity of offenders or services being received. Contractor must have a policy regarding ethics and confidentiality for their staff to follow.

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- D. Contractor or its employees and subContractors will not reuse, sell, or make use in any format the data researched or compiled for this contract for any venture, profitable or not, outside this contract.
- E. Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or the manufacturer's, proposer's, or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the State or while on State premises.
- F. The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subContractors, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, assigns and subContractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subContractors regarding the confidentiality restrictions herein.

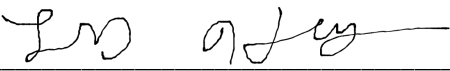
XI INDEMNIFICATION

To the extent authorized by Wisconsin law and subject to the limitations of § 893.82 and § 895.46, Wis. Stats., each party agrees that it shall be responsible for any loss or expense (including costs and attorney's fees) arising from or incidental to the act or omission of its respective officers, officials, agents, or employees in performing work under this contract.

XII EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

- A. The contents of this contract (including all attachments) and the proposal of the successful proposer, and additional terms agreed to, in writing, by DOC and the Contractor shall become part of the contract.
- B. The following priority for contract documents will be used if there are conflicts or disputes:
 - Final Signed Contract including amendments and the State of Wisconsin standard terms and conditions BAA and QSO
 - Exhibit A - Statement of Deliverables
 - Exhibit B – Final Wisconsin Property & Hobby Program – Facility Delivery Schedule
 - Union Supply Group, Inc. proposal document
 - State of Wisconsin Request for Proposal and all listed forms, attachments, and exhibits from Section 9.0, including any amendments and DOC Rider;
 - Other exhibits/attachments

In WITNESS THEREOF, the undersigned authorized officers have subscribed their names on behalf of the parties to this Contract.



 Contractor's Authorized Representative

7/1/2021

 Date

Kevin A. Carr

 Kevin A. Carr, Secretary
 WI Department of Corrections

7/8/2021

 Date

Standard Terms and Conditions (Request for Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letter-head, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract.

Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** 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.
- 32.0 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 contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog

for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

State of Wisconsin
 Department of Administration
 Division of Enterprise Operations
 DOA-3681 (1/2017)
 ss. 16, 19 and 51, Wis. Stats.



State Bureau of Procurement
 101 East Wilson Street, 6th Floor
 Post Office Box 7867
 Madison, WI 53707-7867
 FAX (608) 267-0600
<http://vendornet.state.wi.us>

Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision,
- in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.
- It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The

contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made between the Wisconsin Department of Corrections (“Covered Entity”) and Union Supply Group, Inc. (“Business Associate”), collectively, the “Parties.”

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement include, but are not limited to:

The services, activities, and functions provided by Union Supply Group, Inc. to DOC in relation to the parties’ agreement identified as 410014-M21-RLH7478-RFP-01 (“Underlying Contract.”)

This Agreement is effective between the Covered Entity and Business Associate beginning on the date when all parties affixed their respective signatures to Underlying Contract and terminates any prior existing Business Associate Agreements between the two parties.

The Covered Entity and Business Associate agree to modify the Underlying Contract to incorporate the terms of this Agreement and to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH”), and all applicable implementing regulations, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”), Notification in the Case of Breach Of Unsecured Protected Health Information (“Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”) found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information, as well as breach notifications (all such laws and regulations shall be collectively referred to herein as “HIPAA”), addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the Business Associate during the performance of the Underlying Contract and after Contract termination. The parties agree that any conflict between provisions of the Underlying Contract and the Agreement will be governed by the terms of the Agreement.

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1. DEFINITIONS**a. Catch-all definition:**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (“PHI”), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

b. Specific definitions:

- (i) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Union Supply Group, Inc.
- (ii) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Wisconsin Department of Corrections.
- (iii) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (iv) Related Data. Data Derived from PHI.

2. RESPONSIBILITIES OF THE BUSINESS ASSOCIATE

- a. At all times, the Covered Entity owns the PHI. Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity.
- b. Unless otherwise limited herein, Business Associate may use or disclose PHI to the extent necessary to perform the services set forth in the underlying agreement, for Business Associate’s proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement.
- c. Minimum Necessary. Business Associate shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the Use, Disclosure, or request.
- d. Subcontractors and Agents. Business Associate shall in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such

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information by requiring each subcontractor to agree in writing to the same restrictions and conditions as are imposed on Business Associate by this Agreement and applicable law.

- e. Access to PHI: The Business Associate shall make PHI held under this Agreement and Underlying Contract by Business Associate accessible to Covered Entity at all times. All costs related to this shall be assumed by the Business Associate. In addition to that, at the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any PHI held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the reasonable time and manner designated by the Covered Entity. This access will be provided to Covered Entity. All costs related to this shall be assumed by the Business Associate.
- f. Amendment or Correction to PHI: At the direction of the Covered Entity, the Business Associate agrees to amend or correct PHI held by the Business Associate, which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526. All costs related to this shall be assumed by the Business Associate.
- g. Audit: The Business Associate agrees to make internal practices, books, and records available to the Covered Entity, or to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the Covered Entity or the HHS Secretary, or designee, for purposes of determining compliance with the HIPAA Rules. The Business Associate agrees to promptly notify the Covered Entity of communications with HHS regarding PHI and will provide the Covered Entity with copies of any PHI or other information the Business Associate has made available to HHS under this provision at the Covered Entity's request.
- h. Destruction: The Business Associate shall not destroy PHI and Related Data absent express written consent from Covered Entity.

3. SAFEGUARDING PROTECTED HEALTH INFORMATION

- a. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI other than as provided for by the Agreement.
- b. Business Associate shall, at its own cost, review and modify its privacy and security safeguarding measures as needed to continue providing reasonable and appropriate protection of PHI and maintain documentation of privacy and security safeguarding measures as required by HIPAA.

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- c. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

4. IMPROPER USES OR DISCLOSURES, INCLUDING SECURITY INCIDENTS AND BREACHES

- a. Business Associate shall report by telephone and in writing to Covered Entity any improper use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident within one (1) business day following the discovery of the improper use or disclosure, including breach or incident.
 - (i) The notification shall be provided to:
DOC HIPAA Compliance Officer
Phone: 608 240-5152
Email: DOCHIPAABreachReport@wi.gov
 - (ii) The improper use or disclosure of PHI, including a security incident and breach, shall be "discovered" as of the first day on which the violation is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate.
 - (iv) Notification reports, both oral and written, shall include the following:
 - (1) The date of the improper use or disclosure;
 - (2) The date of the discovery of the use or disclosure;
 - (3) Each Individual whose PHI has been or is reasonably to have been accessed, acquired, or disclosed;
 - (4) A complete description of the circumstances of the improper use or disclosure, including a brief description of probable causes of the improper use or disclosure;
 - (5) The name of persons assigned to review and investigate the use;
 - (6) A description of all PHI used or disclosed (such as a full name, social security number, date of birth, home address, account number);
 - (7) The names of persons and organizations involved in the improper use, including a description of unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data;

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- (8) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized;
 - (9) The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the improper use or disclosure;
 - (10) A corrective action plan that includes steps the Business Associate has taken or will take to prevent future similar incidents from occurring;
 - (11) Any other details necessary to complete an assessment of the risk of harm to the Individual; and
 - (12) Any other information requested by the Covered Entity related to the improper use or disclosure;
- b. Business Associate shall be responsible to immediately investigate the improper use or disclosure, cooperate with Covered Entity in the investigation, and supplement the notice with additional information as it becomes available.
 - c. Business Associate shall report any attempted, *unsuccessful* Security Incident(s) of which the Business Associate becomes aware of in writing at the reasonable written request of the Covered Entity.
 - d. The Business Associate shall take immediate steps to mitigate any harmful effects of any improper or unauthorized use, disclosure, loss, improper use, of ePHi and/or PHI and Related Data. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Protected Health Information, including complying with a reasonable Corrective Action Plan and taking such steps as requested by the Covered Entity.
 - e. Notification of Breach by Business Associate. Upon request by the Covered Entity, Business Associate agrees to participate in, and to the extent requested by Covered Entity, provide the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI. Business Associate agrees to pay actual costs for notification and of any associated mitigation costs incurred by the Covered Entity, such as credit monitoring, if the Covered Entity determines that the breach is significant enough to warrant such measures.

In that event, the Business Associate must obtain the Covered Entity's approval of the time, manner and content of any such notifications, provide the Covered Entity with copies of the notifications, and provide the notifications within thirty (30) days after discovery of the breach. The Business Associate shall have the burden of demonstrating to the Covered Entity that all notifications were made as required, including

any evidence demonstrating the necessity of any delay beyond the 30 day calendar notification requirement to affected individuals after the discovery of the breach by the Covered Entity or Business Associate.

5. DISCLOSURES OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE

Requests for access to PHI that Business Associate receives directly from Individuals, health providers, attorneys, agencies, and others should be redirected to covered entity for response within two (2) business days of receipt.

The notification shall be sent by mail to:

**Bureau of Health Services, DOC HIPAA Compliance Officer
Mail: 3099 E. Washington Avenue, PO BOX7925
Madison, WI 53707**

And notice shall be provided by phone to this number:

Phone: 608 240-5152

6. TERM AND TERMINATION OF AGREEMENT

- a. The Business Associate and the Covered Entity agree that this Agreement becomes effective on the date all parties have affixed their respective signatures to the Underlying Contract.
- b. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity at its sole discretion, may:
 - (i) Exercise any of its rights to reports, access and inspection under this Agreement,
 - (ii) Require the Business Associate to conduct monitoring and reporting, as the Covered Entity determines reasonably necessary to maintain compliance with this Agreement;
 - (iii) Provide the Business Associate with a defined time period to cure the breach; and/or
 - (iv) Terminate this Agreement immediately.
- c. Before exercising any of these options, the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

7. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration, or other conclusion of this Agreement as determined by the Covered Entity, the Business Associate shall, and shall ensure its Subcontractors that possess PHI or data derived from PHI, fulfill one of the following options with respect to PHI as directed by the Covered Entity:

- a. Return PHI, and any Related Data, to the Covered Entity in customary industry form or medium as directed within the sole discretion of the Covered Entity at the Business Associate's expense. During this time, the PHI, and Related Data, shall be continuously and without interruption accessible to Covered Entity. No copies of such PHI and Related Data shall be retained. PHI and Related Data shall be returned as promptly as possible, but not after the effective date of conclusion of this Agreement or the Underlying Contract. Within five (5) days after the effective date of the conclusion of this Agreement or the Underlying Contract, Business Associate shall certify on oath in writing to Covered Entity that such return has been completed.
- b. Destroy the PHI, and any Related Data, using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance at:
<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded.
- c. If Business Associate believes that the return or destruction of PHI or Related Data is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. If the Covered Entity agrees that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to PHI and Related Data received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI and Related Data, for so long as Business Associate maintains the PHI. If the Covered Entity does not agree that destruction is infeasible, the Business Associate must return the PHI in the format and within time frame as determined by the Covered Entity at Business Associate's expense.

8. MISCELLANEOUS PROVISIONS

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- a. State and Federal Law Compliance: The Business Associate acknowledges that PHI from the Covered Entity may be subject to state confidentiality laws and other federal confidentiality regulations. The Business Associate agrees to comply with all applicable federal and state laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of PHI.
- b. Automatic Amendment: The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, other applicable state laws, and federal laws relating to this BAA and relating to the security or confidentiality of Health Information. This Agreement shall automatically incorporate any change or modification to HIPAA, the HITECH Act, any other applicable state law, or federal laws as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to HIPAA, the HITECH Act, and any other applicable state laws, and federal laws, as required.
- c. Interpretation of Terms or Conditions of Agreement: Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with HIPAA and the HITECH ACT.
- d. Submission of Compliance Plan: The Business Associate agrees that the Covered Entity may request a HIPAA compliance plan. If requested by the Covered Entity, the Business Associate agrees to provide periodic reports of the progress of the compliance plan. Further, the Business Associate agrees that the plan and progress reports will comply with the requirements of the Covered Entity.
- e. Prohibition of Offshore Disclosure. Nothing in this Agreement shall permit the Business Associate to share, use or disclose PHI in any form via any medium with any third party beyond the boundaries and jurisdiction of the United States without express written authorization from the Covered Entity.
- f. Indemnification. Business Associate shall indemnify the Covered Entity for costs associated with any Incident, improper or unauthorized use, disclosure, loss, of ePHi and/or PHI and Related Data in a manner not permitted by this Agreement or permitted under applicable laws.
- g. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

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- h. Headings. Paragraph Headings used in this Agreement are for the convenience of the Parties and shall have no legal meaning in the interpretation of the Agreement.
- i. Capitalized terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule or the Security Rule.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

Kevin A. Carr

Title: secretary
Department of Corrections
Dated: 7/8/2021

John A. Jay

Title: Executive Vice President
Union Supply Group, Inc.
Dated: 7/1/2021

QUALIFIED SERVICE ORGANIZATION AGREEMENT

The Qualified Service Organization Agreement (“QSO Agreement”) is made between Union Supply Group, Inc. (Contractor) and the Wisconsin Department of Corrections (DOC), as the parties to this QSO Agreement. This QSO Agreement is specific to the services, activities, and functions provided by Union Supply Group, Inc. to DOC in relation to the parties’ agreement identified as 410014-M21-RLH7478-RFP-01 (“Underlying Contract.”) This QSO Agreement is effective between the parties beginning on the date when all parties affixed their respective signatures to Underlying Contract and terminates any prior existing QSO Agreements between the parties.

The Contractor agrees to the following:

1. To receive Substance Use Disorder Records, defined as including information relating to the identity, diagnosis, prognosis, or treatment of any records created, received or acquired in connection with the performance of any federally assisted program or activity relating to a patient who has applied for or been given diagnosis, treatment, or referral for treatment for a substance use disorder at a Part 2 program as defined in 42 C.F.R s. 2.11, only for the purposes intended under this QSO Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, 42 CFR Part 2; and
2. To resist any efforts in judicial proceedings to obtain access to the Substance Use Disorder Records except as expressly provided for in the regulations governing the Confidentiality of Substance Use Disorder Records, 42 C.F.R. Part 2.

Both parties agree to the following termination provisions related to the Substance Use Disorder Records:

1. Either party may terminate this QSO Agreement by mutual consent or unilaterally by providing 30 day’s written notice to the other party. In addition to that, the DOC may terminate this QSO Agreement immediately if it is determined that Contractor has violated any terms of this QSO Agreement.
2. Upon termination of this QSO Agreement for any reason, Contractor shall return or destroy all Substance Use Disorder Records received from DOC, or created or received by Contractor on behalf of DOC. This provision shall apply to Substance Use Disorder Records that is in the possession of subcontractors or agents of Contractor. The Contractor shall retain no copies of the protected information.

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3. In the event that Contractor determines that returning or destroying the Substance Use Disorder Records is infeasible, Contractor shall notify DOC of the conditions that make return or destruction infeasible within the time frame and in the manner as requested by the DOC.
4. Upon notification that return or destruction of Substance Use Disorder Records is infeasible, Contractor shall extend the protections of this QSO Agreement to such Substance Use Disorder Records and limit further uses and disclosures of the Substance Use Disorder Records to those purposes that make the return or destruction infeasible, as long as Contractor maintains the Substance Use Disorder Records.

In Witness Whereof, the undersigned have caused this QSO Agreement to be duly executed by their respective representatives.

Kevin A. Carr

Title: Secretary
Department of Corrections
Dated: 7/8/2021

Leo J. Jay

Title: Executive Vice President
Union Supply Group, Inc.,
Dated: 7/1/2021

Statement of Deliverables
Exhibit A

Union Supply Group, Inc. (USG) shall provide Personal Property Items in accordance with the specifications in the Request for Proposal (RFP) RLH-7478, and subject to the forms, attachments, and exhibits in Section 9.0 of the RFP as well as applicable law, including Wis. Admin. Code DOC Chapter 309; USG's written Proposal dated July 10, 2020, in response thereto; and the USG WI DOC Package Program Implementation Timeline dated March 19, 2021, all of which are incorporated into this statement of deliverables by reference.

1. Implementation

- A. USG agrees to provide a draft catalog to DOC no later than July 1, 2021. If USG does not meet this requirement, DOC reserves the right to extend the current contract for the period of 10/1/2021 – 3/31/2022.
- B. USG agrees to produce documentation showing compliance with essential terms of this Contract, including the RFP, to the DOC by September 1, 2021. Documentation shall include demonstrating USG's ability to provide Personal Property Items as a single vendor, including a final approved draft catalog, detailed plan for sourcing of catalog items, positions fully staffed, and final approved delivery schedule. If USG does not meet this requirement, DOC reserves its rights to negotiate a contract with the next highest scoring proposer pursuant to Section 3.4 of the RFP or take other appropriate action, such as exercising its rights under Section 1.5 of the RFP.
- C. Work with DOC to expand integration with WICS and use of VendEngine, including training of staff on the use of VendEngine to check order status and run reports.

2. Ordering Process

- A. USG agrees to provide for PIOC ordering via a telephone Interactive Voice Response (IVR) system, and mail-in order forms. IVR ordering for PIOC shall be made available within 60 days after the DOC's completion of WICS updates necessary for application with the personal property program.
- B. Friends and family of PIOC may place Property and Hobby Program orders in the following ways:
 - Online through Union Supply's custom WI DOC program website
 - By Phone through our IVR system or from a live representative at our bilingual, in-house call center at 1-855-247-6094 (toll-free)
 - Call Center Hours:
Monday through Friday: 8:00 a.m. – 10:00 p.m. (CST)
Saturday: 9:00 a.m. – 3:00 p.m. (CST)
 - (Friends and Family can place orders and/or check the status of an order anytime 24 hours a day through the IVR system.)
 - By Fax: 1-866-401-5085 (toll-free)
 - By Mail-In Form sent to:
Union Supply Direct

Statement of Deliverables
Exhibit A

P.O. Box 619059, Dept 500
Dallas, TX 75261-9059

- C. USG will verify PIOC's location prior to order shipment and will apply restrictions as detailed in Section 3 – Catalogs below.
- D. All orders shall be filled within 7-10 days of receipt of funds based on the facility delivery schedule. If an order cannot be filled in that time, a refund for that amount shall go to the originator of the funds (i.e. the PIOC or the PIOC's friend or family).

3. Catalogs

- A. USG agrees to provide a combined catalog, separated by category, that includes all the Personal Property Items that were pre-screened and approved for inclusion. Items that are not available through the catalog or were not approved for inclusion may be purchased by PIOC per DOC policies.
- B. Each institution will be provided 100 copies of each program catalog (both hobby and property); each correctional center will be provided 25 copies of each program catalog (both hobby and property). Up to 10% of the catalogs shall be provided in Spanish or the standard catalog shall include translation. USG will provide catalogs, flyers, and order forms at no cost to DOC.
- C. USG shall use their WMS Systems through an integration with the Wisconsin Integrated Corrections (WICS) system to apply policies and restrictions at any level, including by program category (i.e., personal property, hobby, religious), by item, and by facility.
- D. DOC Policy sets purchase limits for hobby items, orders may not exceed \$100.00 per calendar month excluding taxes, shipping, and handling. Musical instruments are exempt from this limitation. USG shall have a mechanism in place to ensure each PIOC is not exceeding this per month limit when placing hobby orders or with hobby orders placed on their behalf.
- E. Restrictions set in the system will be applied at the point of sale, **preventing the order from going through** until it no longer violates a restriction and is fully compliant with all DOC policies. This applies to orders placed **online** or by **phone** (whether by a PIOC via IVR or by a member of the public online or via IVR or live representative).
- F. Orders placed by mail-in form or by fax will be reviewed for any applicable restrictions upon receipt. If there is a violation, the order will be modified accordingly until it complies with all WI DOC policies and restrictions (for example, a restricted item may be deleted from the order) before it is fulfilled.
- G. A refund/credit will be issued to the customer for the removed item(s) and the bottom of the invoice will clearly state the reason for the modification and the amount of the refund/credit.
- H. All program rules related to item restrictions and spending limits will be accessible to customers 24/7 on the WI DOC's custom package program website, which will help prevent attempts to place orders that violate WI DOC policies. These restrictions and limits are also accessible to PIOC's in USG's catalogs and order forms.

Statement of Deliverables
Exhibit A

4. Catalog Additions/Updates

- A. Catalogs shall be established for a six-month period. The first catalog period shall be effective starting October 1, 2021 through March 31, 2022. A new catalog shall be available every six months thereafter for the duration of this contract. The start of each catalog period shall be April 1st and October 1st.
- B. Pricing shall remain firm for the duration of each six-month catalog, subject to the DOC-approved price increases as provided for under the contract.
- C. USG may not make any changes (new products, substitutions or deletions, or pricing changes) to the catalog or pricing without prior notification to and approval by the DOC Property/Hobby Committee. If a significant change in circumstance occurs (i.e. significant cost change of the good with supporting documentation), the contract administrators(s) can approve a change and disseminate that information.
- D. PIOC's or their family members and friends cannot authorize changes to the catalog.
- E. The DOC Property/Hobby Committee meets on a biannual basis. USG staff shall attend the meeting in person or via a conference call.
- F. Before the start of each new six-month catalog period, USG may submit samples of new or replacement catalog items for review and approval. Prior to sending any samples, USG shall submit a detailed list of the proposed items to the Property Committee Chairperson for pre-review and approval. Once the list of items is approved, the samples shall be sent to a designated DOC contact person for review and approval. Samples shall be clearly marked with an item number that correlates to the same item number and description on the sample list. Samples that are not clearly marked will be rejected. Samples will be given final approval by the DOC Hobby/Property committee at the biannual meeting. A draft of the catalog will be provided for review and will not be moved into publication without the written approval of the Property Committee Chairperson, contract administrator(s), and contract manager.
- G. If new items are added to a menu (with prior WI DOC approval), Union Supply will require approximately six (6) weeks before the first day of ordering to design the materials, obtain WI DOC approval, and print them to arrive at all facilities at least two (2) weeks prior to the first ordering date (to ensure adequate time to distribute the materials to the PIOC population).
- H. Any items added to the catalog without the approval of the Property Committee Chairperson or Contract Administrators(s) will be considered a violation of the contract; only items reviewed and approved by the committee that meet DOC policies are permitted to be published in the catalog.
- I. If an item is determined not to meet policy even if the item has previously been approved, the item must be blocked from sales at all DOC locations.

Statement of Deliverables
Exhibit A

- J. If DOC policy changes resulting in a once-approved item now being disallowed, USG will be provided the opportunity to source an item that meets the changed policy even if the change occurs within the middle of the six (6) month catalog period.
- K. When changes occur to the USG catalog, USG will update their website immediately, upon approval of WI DOC. If changes are minimal USG will create a flyer to be distributed with the catalog to the PIOC population explaining the change. If significant changes have occurred, USG will reprint the materials.
- L. In the event USG is notified of a stock issue, manufacturer delay, or discontinuation of an item, USG will immediately inform WI DOC and provide an estimated timeframe they expect the item back in stock, or suggest another method of resolution as appropriate. Such issues are communicated to Friends & Family through the USG website and/or email blasts, and to PIOC via the IVR phone system and/or posted flyers.

5. Billing/Commissions

- A. USG will continue to accept facility checks until phone IVR ordering is in place and for facilities that do not implement PIOC ordering by phone IVR.
- B. USG will accept payment from third parties (i.e., Friends & Family) via any of the following methods:
 - Visa, MasterCard and Discover credit cards
 - Visa, MasterCard debit cards
 - Cashier's Check
 - Money Order
 - Personal Checks
 - Cash (through any participating ACE Cash Express location)
 - o USG offers convenient cash payment through participating nationwide ACE Cash Express store locations. In addition to its many nationwide locations, ACE Cash Express offers several convenient walk-in locations throughout the state of Wisconsin.
- C. USG shall provide commission to DOC: 5% commission for property catalog sales and 5% for hobby catalog sales. Commission is to be paid monthly to each institution. Each facility shall receive two checks each month—one for the Property Program and the other for the Hobby Program—along with a statement outlining all the orders the facility received that month. After IVR ordering for PIOC is implemented, commission shall be paid to DOC within a mutually agreed-upon time frame after DOC pays each monthly invoice.

6. Packaging and Packing Slips

- A. All packages shall fit through an x-ray machine opening that is approximately 24" X 15" and that packing slips are included.

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- B. Property items shall be packaged separately from hobby items.
- C. USG warehouses are equipped with security cameras and operate via our secure **Blind Fill process** which ensures that workers filling orders never know the identity of the intended recipient or the destination facility. This eliminates the means for a worker to attempt delivery of contraband to a particular offender and/or facility. Once an order is placed and sent electronically to the designated warehouse for fulfillment, a pick ticket is printed that contains no offender, purchaser, or delivery destination information. Under continuous video surveillance, each order and its associated ticket travels along a conveyor belt to be filled at each station along the pick line. Once the items in a filled package are verified to match those on the pick ticket, an invoice is printed, and the bag is sealed. Sealed orders are then bagged and grouped into boxes for transport. The pick tickets are scanned and a shipping manifest is printed and placed on the outside of the box. The box is then sealed with **tamper evident security tape**, or as otherwise approved by DOC.
- D. USG shall use their own trucks for all deliveries, increasing security by achieving a closed loop system without involvement from third parties like UPS, FedEx, or contracted trucking companies. USG drivers are subject to strict safety and security protocols including background checks, drug testing, and testing for COVID-19.
- E. USG shall provide PIOC receipts in triplicate so that one copy can remain with the property room, one copy with the housing unit, and the other with the order. The receipt is identified by the PIOC's information and sales order number, which can be matched to the packing slip/group shipping manifest on the outside of the box. The staff member distributing the order can easily identify which order is intended for each PIOC.

7. Delivery and Schedule

- A. All completed orders would be delivered from USG's Menomonee Falls, Wisconsin warehouse to each WI DOC facility on USG's private fleet of climate-controlled trucks.
- B. All deliveries to WI DOC will be made in accordance with established schedules pre-approved by each facility.
- C. Orders will be delivered within 7-10 days from receipt of order depending on the facility's delivery schedule.

8. Order Resolution

DOC staff can report any issue to USG by calling or emailing the program manager or tollfree facility staff hotline. USG will provide a response and resolution for the discrepancy within 24 hours of being notified of the issue. If there is a missing or damaged item, it will be replaced.

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All order errors must be corrected and credited in a timely manner. USG shall bear the cost for correcting any order errors caused by USG. USG shall clearly identify its credit and return policies in its catalogs.

A. Backorders, under-shipments, or over-shipments:

1. If an item is out of stock, USG will notify the customer at the time of order placement. If the notice that an item is out-of-stock occurs after the point of sale USG will clearly state the reason for the order modification at the bottom of the invoice/receipt.
2. If an item is out of stock and cannot be included in a filled order, a refund/credit will be issued to the customer for the item and the bottom of the invoice will clearly state the reason for the modification and the amount of the refund/credit.
3. Returns for items ordered in error by a PIOC or returned due to PIOC preference or any other reason will be returned at the PIOC's expense. USG may charge a reasonable restocking fee not to exceed \$10.00 per order.
4. DOC staff will be able to report any under-shipment, over-shipment, or order containing an error, damaged item, return, or redirect directly inside the Staff Portal ticket system for resolution within 24 hours. If needed, facility staff will also be able to **issue a credit to a PIOC directly from the Staff Portal** for **immediate** deposit into their account.
5. For orders placed by Friends & Family, DOC staff can enter the credit request directly inside the Staff Portal and Union Supply will issue the credit/refund in **less than 24 hours**.
6. Currently, discrepancies are emailed or called in by facility staff to the program manager or the Facility Staff Hotline and are resolved within 24 hours.
7. Union Supply will also provide a browser-based ticket/service request system that can be used by WI DOC staff to report and track issues and their resolutions. Union Supply Management monitors the service request system to identify any trends that may be occurring and to ensure service levels are optimized, system uptime targets are maintained, and exceptional customer service is provided at all times.
8. Depending on the particular item, Union Supply will either collect the incorrect or damaged item from the facility and return it to our warehouse on our truck, or dispose of the item at the facility and then send a replacement item on our next delivery truck.
9. Union Supply staff will stage, pick up, and return all return orders on our own trucks. No involvement from WI DOC Property Room staff is needed.

B. Customer Service for DOC staff

1. Program Managers:

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- a. Ashley Lear will coordinate the USG Direct service team and supervise everything from planning, marketing, and customer support, to the in-state delivery team.
 - b. Alex Martin will respond to issues brought forward by DOC staff, handle warranty claims, resolve order issues, ensure on-time delivery of orders, and fulfill all reporting requirements.
2. Toll-free Facility Staff Hotline at (888) 584-3177
 3. Staff Portal Ticket System & Chat Feature

C. Customer Service for PIOC

1. If a PIOC notices a problem with an order, he or she can refuse the order upon delivery or (if discovered after their acceptance of the order) by informing DOC staff.

D. Customer Service for Friends & Family

1. Union Supply Group provides customer service and support for Friends & Family of PIOC by toll-free phone hotline, fax, mail, email, and online chat. Customer support contact information is provided online and in our catalogs.
2. Friends & Family can place orders and/or check the status of an order anytime 24 hours a day through the USG IVR phone system.
3. In addition, USG in-house call center located at the Dallas headquarters is staffed with live, bilingual customer service representatives ready to answer questions, assist customers in placing orders, and more.
 - a. Call Center Hours:
Monday through Friday: 8:00 a.m. – 10:00 p.m. (CST)
Saturday: 9:00 a.m. – 3:00 p.m. (CST)
Union Supply tracks every call and continuously monitors call volumes, response times, time to resolution, and other data to ensure we are providing the best service in the industry.
4. The USG website will have a dedicated Rules & Regulations page explaining program rules and policies and addressing frequently asked questions. The page includes easy access to additional customer support should it be needed.

9. Warranty

- A. Items covered by warranty will provide all information associated with the warranty inside of the box/package containing the item and any items with warranty coverage will be identified inside of the catalog.
- B. Electronics like electric razors, fans, lights, watches, and televisions are typically accompanied by a manufacturer warranty and will be indicated as having warranty coverage inside the catalog.

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- C. USG shall provide a limited warranty for televisions sold through the personal property program. The limited warranty shall require PIOC to return covered televisions to Union Supply or a designated joint venture warehouse (in the event a television kit assembly joint venture program is established between Union Supply and the Wisconsin Bureau of Correctional Enterprises) for servicing. The limited warranty shall not require PIOC to return defective televisions directly to the manufacturer for service. Televisions under warranty are repaired by BCE workers and returned to the owner within 14 days (or later depending on the facility's delivery schedules).
- D. Warranty coverage begins on the date the item is accepted by the PIOC.
- E. The method for initiating a warranty claim varies depending on the specific item's warranty provided by the manufacturer. Instructions for filing a claim are provided inside of the box/package containing the item.

10. Reports

- A. DOC staff will be able to run reports directly from the Staff Portal at any time 24 hours a day and the reports will reflect up-to-date, real-time information. Reports can be downloaded in a variety of convenient formats including manipulative formats like Excel.
- B. For analyzing USG performance, WI DOC may use the "Wisconsin Property Accuracy Report".
- C. Separate reports shall be provided on a monthly basis for property and hobby sales as follows:
 - a. Facility purchases (Individually and in aggregate) that delineates the PIOC name, PIOC account number, order number, order date, purchase amounts, total tax, total refunds, net sales, and total commission).
 - i. A monthly report shall be provided identifying the aggregate sales for DOC including credits/refunds and commissions. This report shall also identify the aggregate sales including credits/refunds and commissions for each institution.
 - ii. Contractor will distribute monthly units sold reports which shall identify the product both by item number and a brief description (including the party that placed the order i.e. PIOC, family members or friends of the PIOC).
 - iii. Each month a report showing accuracy fill rate and order ageing shall be distributed as described above. This report shall be broken down by DOC location, by property and hobby items sold, and shall show the length of time between the point the order is received by USG and the

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point the order is shipped by USG. If issues related to order accuracy and age occur, USG shall provide additional reporting at the DOC's request to assist in identifying the source of delay, until the issue is resolved. The fill rate shall not be less than 98%.

Exhibit B

USG Wisconsin DOC - PROPERTY / HOBBY Program - DELIVERY TO PRISONS - SCHEDULE									
Monday		Tuesday		Wednesday		Thursday		Friday	
Acct #	Facility	Acct #	Facility	Acct #	Facility	Acct #	Facility	Acct #	Facility
WI030	Kettle Moraine Correctional Institution (KMCI)	WI095	Black River Correctional Center (BRCC)	WI005	Flambeau Correctional Center (FCC)	WI110	Drug Abuse Correctional Center (DACC)	WI100	Columbia Correctional Institution (CCI)
WI050	Taycheedah Correctional Institution (TCI)	WI180	Chippewa Valley Treatment Facility (CVCTF)	WI020	Green Bay Correctional Institution (GBCI)	WI165	Felmers O. Chaney Correctional Center (FCCC)	WI010	Dodge Correctional Institution (DCI)
WI055	Waupun Correctional Institution (WCI)	WI015	Fox Lake Correctional	WI065	Lincoln Hills School	WI001	Gordon Correctional Center (GCC)	WI190	New Lisbon Correctional Institution (NLCI)
WI025	Jackson Correctional Institution (JCI)	WI025	Jackson Correctional Institution (JCI)	WI090	McNaughton Correctional Center (MCCC)	WI402	John C Burke Correctional Center (JBCC)	WI075	Prairie du Chien Correctional Institution(PDCI)
WI190	New Lisbon Correctional Institution (NLCI)	WI085	Kenosha Correctional Center (KCC)	WI045	Racine Correctional Institution (RCI)	WI135	Marshall E. Sherrer Correctional Center (MSCC)	WI105	Redgranite Correctional Institution (RGCI)
WI040	Oshkosh Correctional Institution (OSCI)	WI195	Milwaukee Secure Detention Facility (MSDF)	WI160	Racine Youthful Offender Correctional Facility (RYOCF)	WI035	Oakhill Correctional Institution (OCI)	WI020	Green Bay Correctional Institution (GBCI)
WI105	Redgranite Correctional Institution (RGCI)	WI145	Stanley Correctional Institution (SCI)	WI115	Robert E. Ellsworth Correctional Center (REECC)	WI150	Oregon Correctional Center (OCC)	WI403	Milwaukee Womens Correctional Facility (MWCC)
WI402	John C Burke Correctional Center (JBCC)	WI100	Columbia Correctional Institution (CCI)	WI140	Sanger B. Powers Correctional Center (SPCC)	WI040	Oshkosh Correctional Institution (OSCI)	WI160	Racine Youthful Offender Correctional Facility (RYOCF)
WI120	Wisconsin Resource Center (WRC)	WI402	John C Burke Correctional Center (JBCC)	WI175	Sturtevant Transitional Facility (STF)	WI200	St. Croix Correctional Center (SCCC)	WI115	Robert E. Ellsworth Correctional Center (REECC)
		WI035	Oakhill Correctional Institution (OCI)	WI173	Wisconsin Secure Program Facility (WSPF)	WI125	Thompson Correctional Center (TCC)	WI040	Oshkosh Correctional Institution (OSCI)
		WI150	Oregon Correctional Center (OCC)	WI030	Kettle Moraine Correctional Institution (KMCI)	WI080	Winnebago Correctional Center (WCC)	WI045	Racine Correctional Institution (RCI)
		WI045	Racine Correctional Institution (RCI)	WI075	Prairie du Chien Correctional Institution(PDCI)	WI120	Wisconsin Resource Center (WRC)	WI080	Winnebago Correctional Center (WCC)
		WI080	Winnebago Correctional Center (WCC)	WI145	Stanley Correctional Institution (SCI)	WI030	Kettle Moraine Correctional Institution (KMCI)	WI402	John C Burke Correctional Center (JBCC)
		WI120	Wisconsin Resource Center (WRC)	WI050	Taycheedah Correctional Institution (TCI)	WI075	Prairie du Chien Correctional Institution(PDCI)	WI120	Wisconsin Resource Center (WRC)
		WI020	Green Bay Correctional Institution (GBCI)	WI055	Waupun Correctional Institution (WCI)	WI145	Stanley Correctional Institution (SCI)	WI030	Kettle Moraine Correctional Institution (KMCI)
		WI403	Milwaukee Womens Correctional Facility (MWCC)	WI100	Columbia Correctional Institution (CCI)	WI050	Taycheedah Correctional Institution (TCI)	WI055	Waupun Correctional Institution (WCI)
		WI160	Racine Youthful Offender Correctional Facility (RYOCF)	WI025	Jackson Correctional Institution (JCI)	WI025	Waupun Correctional Institution (WCI)		
		WI115	Robert E. Ellsworth Correctional Center (REECC)	WI402	John C Burke Correctional Center (JBCC)	WI015	Fox Lake Correctional		
		WI030	Kettle Moraine Correctional Institution (KMCI)	WI190	New Lisbon Correctional Institution (NLCI)				
		WI040	Oshkosh Correctional Institution (OSCI)	WI035	Oakhill Correctional Institution (OCI)				
		WI055	Waupun Correctional Institution (WCI)	WI150	Oregon Correctional Center (OCC)				
				WI105	Redgranite Correctional Institution (RGCI)				
				WI120	Wisconsin Resource Center (WRC)				
				WI040	Oshkosh Correctional Institution (OSCI)				