



Jill K. Underly, PhD, State Superintendent

INTERGOVERNMENTAL AGREEMENT

Interlibrary Loan Services

Agency: Milwaukee Public Library ("Agency")

Today's Date: April 6, 2022

Period of Performance: July 1, 2022 – June 30, 2023

Funding Source: Library Service Contracts (SEG)

Services: Agency shall make its services and resources available to all libraries in Wisconsin through the auspices of the Department of Public Instruction ("DPI"), Division for Libraries and Technology, as described in Wis. Stats §§ 43.03(7) and 43.05(11), and the Guidelines & Responsibilities attached hereto (Attachment 1).

Pricing: \$72,200

Incorporated Documents:

Attachment 1, Guidelines and Responsibilities

Attachment 2, WI Department of Administration, DOA-3054A, Standard Terms and Conditions

Attachment 3, Milwaukee Public Library Terms and Conditions

Contacts:

Department of Public Instruction
Library Services Team
Attn: Martha Berninger
125 South Webster Street
Madison, WI 53703
Telephone: 608-224-6161
Email: Martha.Berninger@dpi.wi.gov

Department of Public Instruction
Business Services
Attn: Contracts Specialist
125 South Webster Street
Madison, WI 53703
Email: contracts@dpi.wi.gov

Milwaukee Public Library
Attn: Joan Johnson
814 W. Wisconsin Avenue
Milwaukee, WI 53233
Telephone: 414-286-3020
Email: JRJohns@milwaukee.gov



Background Checks: Agency shall ensure that state criminal background checks are conducted on all staff (including supervisors), volunteers, authorized agents, and subcontractors that have contact with DPI personnel, property, agents, invitees, and students. If any of the aforementioned persons have lived, worked, or attended school in the last ten (10) years outside of the state of Wisconsin, the criminal background check must also include a Federal Bureau of Investigation fingerprint check, or equivalent. Agency shall confirm to the Department of Public Instruction (“DPI”) that background checks have been completed, and are satisfactory so as to exercise reasonable care for protecting DPI personnel, property, agents, invitees, and students, from physical, mental, or emotional harm, or any other injuries, to the extent permitted by law, whether local, state, or federal law. The actual state or federal records do not have to be submitted. During the term of this Agreement, Agency shall take appropriate action based on its knowledge of any changes to the results to remain in compliance with this provision. By signing this Agreement, Agency attests that it has completed, or will have completed, prior to the commencement of the services described herein, the required background checks pursuant to this provision.

If DPI, in its sole discretion, deems that this provision has been violated in any way, it reserves the right to terminate this Agreement immediately with written notice; or, in the alternative, DPI may request the replacement or supervision on any personnel working with students, or at a DPI facility.

Description of Work: Agency shall provide ongoing interlibrary loan services to eligible users to fill approximately 6,000 yearly requests per the “Guidelines & Responsibilities” (Attachment 1). Agency shall also provide statistical information per the Guidelines & Responsibilities”. Agency will expend funds in accordance with the annual budget below and no more than \$1,000 may be transferred from one budget line to another without prior approval from DPI.

Deliverables Schedule/Timeline of Services: Agency shall submit two invoices to DPI. The first invoice for \$36,100, shall be submitted in January 2023 for the total amount of semi-annual expenses accrued by December 31, 2022; the second invoice for \$36,100 shall be submitted in July 2023 for the total amount of semi-annual expenses accrued by June 30, 2023.

Acceptance Criteria: This Agreement will be satisfied when DPI has approved the deliverables and services Agency has completed as outlined in the Agreement.



Travel: No travel expenses will be reimbursed on this contract.

Budget:

Salaries/Fringe Benefits	\$67,878
<u>Supplies, Services, Materials</u>	<u>\$4,322</u>
	\$72,200

Invoices/Payment: Agency shall issue an invoice for the services/deliverables listed above upon the completion of services and/or delivery of such deliverables. Invoices must reference the DPI purchase order number issued for the services/deliverables described herein and be mailed to:

Via email: DPI.AccountsPayable@dpi.wi.gov **OR via U.S. mail:** Wisconsin Department of Public Instruction, Attn: Business Office, PO Box 7841, Madison, WI 53707-7841.

Payment shall be made within 30 days of DPI's receipt of accepted invoice.

Wisconsin Standard Terms: The terms and conditions found in Attachment 2, WI Department of Administration, DOA-3054A, Standard Terms and Conditions, shall apply to this Agreement.

Independent Contractor: The Agency is an independent contractor. Nothing in this Agreement shall be construed to establish a relationship such as a franchise, dealership, partnership, or joint venture, between DPI and Agency. The Agency is responsible for all federal, state, and local taxes, fees, fines, and assessments arising out of the operation of the Agency's business. DPI and Agency are not authorized to enter into any agreement or assume an obligation for the other party. Any such unauthorized act will create separate liability on the party so acting, and any and all third parties affected hereby.

Debarment: By signing this Agreement, Agency attests that it is not debarred from participating in state or federal procurements.

Contract Revisions, Cancellation and/or Termination: The DPI and Agency agree to collaboratively renegotiate the terms and conditions of this Agreement in such circumstances as: increased or decreased volume of services, changes required by state and federal law or regulations or court action, or a change in the scope of work or budget.

DPI and Agency will document the changes in writing and amend this Agreement accordingly. DPI and Agency shall sign the amendment before beginning any work outside the original scope or budget.

Cancellation: DPI reserves the right to cancel this Agreement immediately, in whole or in part, without penalty, and without prior notice, if the Agency: fails to protect DPI's confidential information, as defined by applicable law or in this Agreement; or performs in a manner that threatens the health or safety of a State employee, citizen, or customer.

In addition, DPI reserves the right to cancel this Agreement, in whole or in part, without penalty, with 30 days' notice, if the Agency: fails to follow the non-discrimination requirements, as required by law. The City of Milwaukee Code of Ordinances 310-17 which provides guidelines including that all items and services purchased by the Milwaukee Public Library Board of Trustees, an agent of the City of Milwaukee, are purchased from vendors who provide a safe, non-discriminatory work environment.

Termination for Cause: DPI may terminate this Agreement immediately as a result of Agency's breach of any provisions or terms of this Agreement if Agency fails, after 30 days, to cure such breach to DPI's reasonable satisfaction.

Termination for Convenience: DPI or Agency may terminate this Agreement for convenience with 30 days' notice should the service no longer be needed as specified in the Agreement.

Termination Due to Non-Appropriation of Funds. DPI may terminate this Agreement due to non-appropriation of funds. In that event, DPI shall notify the Agency as soon as reasonably possible, and the parties shall mutually agree on a work stop date.

Effect of Cancellation or Termination: In the event of cancellation or termination of this Agreement by DPI, Agency shall be entitled to receive compensation for any completed or partially completed services rendered, or goods provided, that is satisfactory to the Acceptance Criteria. Compensation for partially completed services, satisfactory to the Acceptance Criteria, will be provided based on: no more than the percentage of the completion of the services requested multiplied by the corresponding payment for completion of such services; or actual service hours provided, whichever is applicable.

DPI shall be entitled to a refund for goods or services paid for but not received or implemented, and such refund shall be paid within 30- days' of the written notice to the Agency by DPI.



Agreement Effective Date: This Agreement shall become effective upon the date of the last signature below. Notwithstanding the foregoing, or the Period of Performance, this Agreement does not go into effect until DPI issues an official DPI Purchase Order to the Agency.

Authorized Signatures

On behalf of DPI:

DocuSigned by:
John Johnson 6/29/2022
44691ECAAEDF54AA
John W. Johnson Date (mm/dd/yyyy)
Deputy State Superintendent
Office of the State Superintendent

DocuSigned by:
Michele McGaffin 6/29/2022
84B69E49DDDB496
Michele McGaffin Date (mm/dd/yyyy)
Director, Business Services
Division for Finance and Management

On behalf of Agency:

DocuSigned by:
Mark A. Sain
34232D4A92E34AD...
Signature
President, Milwaukee Public Library Board of Trustees

6/28/2022
Date (mm/dd/yyyy)

DocuSigned by:
Joan Johnson
5BAF0F7CD83E4DA...
Signature
Secretary, Milwaukee Public Library Board of Trustees

6/29/2022
Date (mm/dd/yyyy)

Attachment 1

Guidelines and Responsibilities

DPI Responsibilities:

Authorizing Eligible Users:

- A. Milwaukee Public Library will process all referrals and interlibrary requests referred via the WISCAT Interlibrary Loan (ILL) system, whether referred automatically by the system, or by DPI's Library Services Team.

The WISCAT ILL system will be used to refer requests originating from the following groups of users:

- Wisconsin public library systems and system member libraries
- Wisconsin state agency libraries and state employees
- Wisconsin state institutional libraries in mental health and correctional facilities
- Vocational-technical school libraries, school libraries/instructional media centers, special libraries, and other types of libraries referring requests through public library systems
- MINITEX (an Information and resource sharing program of the Minnesota Office of Higher Education and the University of Minnesota Libraries)

- B. Referral pattern

Libraries using WISCAT ILL have direct access to Milwaukee Public Library. The lender list is formed based on the WISCAT ILL System Wide list configured by DPI staff. DPI staff do not mediate requests sent to Milwaukee Public Library. The WISCAT software automatically mediates requests based on the lending policy and an availability status check before sending the request to Milwaukee Public Library.

- C. Milwaukee County Federated Library System (MCFLS) libraries are not eligible to refer requests through this Agreement.
- D. Libraries using the services of the Online Computer Library Center (OCLC) are not eligible to refer requests through this Agreement.

Training and Communicating with Users:

DPI staff will:

- A. Provide written information about interlibrary loan policies and procedures, which can be found on the WISCAT Support website at: (<https://dpi.wi.gov/rl3/resources/resource-sharing>) and on the DPI website at: (<https://dpi.wi.gov/rl3/resources/wiscat>).
- B. Provide information about Milwaukee Public Library interlibrary loan procedures at workshops, which the DPI conducts, and make staff available for interlibrary loan workshops conducted by the Milwaukee Public Library.
- C. Disseminate information on the use of new WISCAT ILL resource sharing features and new tools as they become available.
- D. Troubleshoot problems with configuration of the Milwaukee County Federated Library System Z39.50 catalog, which affects which requests are referred.

Verification and Other Information on Requests:

- A. Bibliographic and Holdings information

DPI staff will:

- Rely on borrowing libraries using WISCAT ILL to supply full bibliographic information using standard resource sharing tools such as WISCAT and WorldCat to ensure completeness of requests. If there are recurring problems with identified libraries, DPI staff will provide additional training for the borrowing library.
- Communicate with MPL and MCFLS regarding options for configuring the Z39.50 version of County Cat (Milwaukee County Public Libraries catalog) displayed on WISCAT so that collections and availability for interlibrary loan can be identified as much as software capabilities and local policy allow. If the status of a title is displayed as available at any Milwaukee central or branch library, the request will be referred.
- As all circulation statuses occasionally change or may not be able to be configured precisely, Milwaukee Public Library staff is encouraged to submit to DPI any requests they feel should not have been referred so that possible modifications or updates can be made.

- B. Other Information

The WISCAT ILL request will indicate whether a non-returnable (photocopy) or returnable (loan) is desired.

If the request is for a non-returnable, the borrowing library will verify that the copyright compliance code is on the request.

Specific Need By date information is displayed on the WISCAT ILL request. It may occasionally be necessary to ship an item using a method other than South Central Library System Intersystem Delivery if the Need By date is close.

For non-returnable (copied) materials, electronic delivery is encouraged. The document may be scanned and emailed to the requesting library or sent using WISCAT's document delivery functionality.

For loaned materials, shipping destinations with full addresses are available on the WISCAT ILL shipping list. An alternate "ship to" location may be specified in the Borrower's Notes field. If a library has access to the South Central Library System Intersystem Delivery, the shipping label will have the delivery route in capital letters above the library name. Libraries that do not participate in the South Central Library System Intersystem Delivery have MAIL in the Delivery Route field. Items with MAIL in the Delivery Route field must be sent via the US Postal Service – Library Rate, UPS, or a comparable courier.

Transmitting Requests to Milwaukee Public Library:

Libraries will use the WISCAT interlibrary loan management system to refer requests to Milwaukee Public Library. Replies to requests will be sent using the appropriate software.

Recording and Reporting Statistics:

The DPI staff use WISCAT ILL to obtain monthly statistical report information concerning referrals to Milwaukee Public Library. These statistics are recorded when the request is completed, so they may not precisely match manual statistics kept by Milwaukee Public Library staff. Occasionally month-to-date total statistics (such as for the period June 1-18) will be requested from Milwaukee Public Library's interlibrary loan staff for quarterly comparison purposes.

The Milwaukee Public Library interlibrary loan staff will keep daily and monthly statistics and compare them to the WISCAT ILL and bring to DPI's attention if there is more than a slight discrepancy. DPI agrees to work with Milwaukee Public Library staff to determine the cause and find a resolution.

Milwaukee Public Library Responsibilities:

Training and Communicating with Users Authorized under the Agreement:

- A. Milwaukee Public Library will provide DPI staff with the latest version of their interlibrary loan manual or documented procedures.
- B. Milwaukee Public Library staff will cooperate in provision of workshops on interlibrary loan procedures to authorized users.



Searching and Filling Requests:

- A. Milwaukee Public Library staff will access the following resources:
- Milwaukee Public Library Central collections
 - Milwaukee Public Library branch collections
- B. Requested materials that are located in any of the above resources will be loaned or photocopied as appropriate.

Milwaukee Public Library will normally loan materials for eight weeks.

It is understood that loan periods and other circulation policies are subject to the policy of the library lending the materials, and it is the prerogative of the owning library to identify certain materials as non-circulating. While such policies are not within the interlibrary loan services staff members' authority to control, interlibrary loan services staff will keep the DPI staff informed of such library collections or types of materials covered by such policies.

Use of Materials:

Unless otherwise specified in the collections listed below, if the requested material is found with an available status in the MCFLS catalog, the request will be filled.

Milwaukee Public Library's WISCAT ILL participant record should be reviewed regularly to ensure it is accurate, as it filters requests for some non-circulating materials.

Renewals will be granted at the discretion of the Milwaukee Public Library. Requests for renewal will be made using WISCAT ILL. Requests for renewals should be made at least three days before the due date. Milwaukee Public Library staff should respond to requests for renewal promptly.

When requests for non-circulating materials are received that do not have a note in the Borrower's Notes field specifying what a patron would like copied, the Milwaukee Public Library will send an email message to the requesting library asking for the information in order to finish processing the request.

- A. Circulating books: Available materials will be loaned.
- B. Periodicals: Loans of periodicals will generally not be made. Photocopies of requested articles or a table of contents should be provided.
- C. Reference Materials: Requests for materials that Milwaukee Public Library has designated as reference or in specialized collections will be filled at the discretion of Milwaukee Public Library and the circulation period may be shortened. Photocopies of requested pages will be supplied.



- D. Genealogical Materials: Requests will be filled with photocopies of specific information. If no specific information has been requested a copy of the table of contents and index should be sent.
- E. Pamphlets: Pamphlets requested by title will be loaned. If the patron may keep the material supplied, it will be so marked.
- F. Music Scores: Cataloged and processed music will be loaned. Sheet music will generally be loaned only if more than one copy is available.
- Photocopies of music will not be made. Typed copies of the words of songs will be made upon request if the music cannot be loaned.
- G. Audiovisual Materials: Audiovisual materials will be loaned according to Milwaukee Public Library's policies. A-V materials may have varied loan periods.
- H. Microfilm or Microfiche: Microfilm is not loaned. Paper copies from microfilm will be made if the patron has requested a specific citation.
- Microfiche is not loaned. Fiche copies will be made which then may be given to the patron. Costs of copies will be charged under the services line in the Agreement budget.
- I. World Language Materials: If specific titles cannot be verified to fill a request, DPI may send subject requests for specific language materials.
- J. Standards: Standards are non-circulating. Copies of standards cannot be made for the purposes of interlibrary loan.
- K. Miscellaneous Materials: Maps, copies of clippings, and other items will be loaned at the discretion of Milwaukee Public Library. If they cannot be loaned, a copy will be made of the materials if the patron has requested one.
- L. Government Documents: Documents will be loaned to comply with the depository guidelines. Cataloged, processed documents kept on open shelves for Milwaukee Public Library patrons will be loaned at the discretion of the documents librarian.

If it is not possible to loan a document, a paper copy of the non-circulating document will be made. When length prohibits copying, a copy of the table of contents will be sent to fill the request. The requesting patron may then choose the part of the document they would like copied; the requesting library will send the table of contents back to Milwaukee Public Library to have the copies made.



- M. Special Collections: Subject requests for information thought to be in special or archival collections at Milwaukee Public Library as determined by DPI may be sent to the attention of the Milwaukee Public Library reference supervisor.

Transmitting Requests:

Milwaukee Public Library staff will accept requests referred to them by DPI on behalf of WISCAT ILL users.

Delivery of Materials:

- A. Milwaukee Public Library will assume the responsibility for delivery of materials to fill interlibrary loan requests. Timeliness in getting the item to the patron should be a major consideration in choosing delivery. The Need By date should be taken into consideration. Delivery options include South Central Library System Intersystem Delivery, U.S. Postal Services – Library Rate, UPS, and other courier services when applicable.
- Whenever possible Milwaukee Public Library shall use the South Central Library System Intersystem Delivery. For libraries that are not participants in South Central Library System Intersystem Delivery, Milwaukee Public Library may choose another method at their discretion and the costs shall be included in the basic contract charge. Other options that would require additional charge may be used only upon approval of the DPI.
 - Libraries may use any of the above options for return of borrowed items.
- B. Milwaukee Public Library will assume full responsibility for the handling of circulation related notices (recalls, renewals, overdues) using WISCAT ILL. Notices for collection of payments and fines for all lost materials will be sent directly to the borrowing library.

Milwaukee Public Library Procedures:

- A. Lending requests from WISCAT ILL will be processed as soon as possible. Items located in the Central library will generally receive a response within three days. Materials that require communicating with the lending library, photocopying, special handling, or retrieval from neighborhood branch libraries may take longer.
- B. Milwaukee Public Library's interlibrary loan department will manage the number and flow of incoming requests so that a total of 6,000 requests are processed evenly throughout the 12-month period. Staff may use the Holiday List to suspend themselves as necessary to divert requests to other lenders. Service should not be suspended using the Holiday List for terms longer than three days without notifying DPI. response within three days.
- C. Interlibrary loan services staff will promptly notify DPI of any technical or staffing problems.



- D. It is acceptable for Milwaukee Public Library to have a manageable backlog of requests.
- E. Milwaukee Public Library will send replies for all requests (both filled and unfilled).
- Will Not Supply replies must be given using the full view of the ILL request, using the reason Not Owned to prevent the request from going into Retry status (which, if not used, would create more work for Milwaukee Public Library interlibrary loan services staff). The specific reason should be added as a History Note (for example, At Bindery).
- F. If a request for a multi-volume work is received, supplying any part(s) of a multi-volume work allows the lender to consider the request filled and it should be updated to shipped. The Lender's Note field on the full view of the WISCAT ILL shipped reply screen should be used to indicate which volumes have been sent.
- G. A shipping destination and address is shown on the WISCAT ILL standard shipping list, which should be sent with each ILL item. Alternate shipping information may be found in the Borrower's Notes in the request. Shipping labels must conform to the South Central Delivery System's "best practices" document (<http://www.sclsdelivery.info/systempages/stateshipping.htm>).
- H. If a photocopy is requested, up to 50 copy impressions will be provided.
- I. CountyCat
- Milwaukee Public Library interlibrary loan staff will communicate with DPI and MCFLS staff regarding options for configuring the Z39.50 version of CountyCat (Milwaukee County Public Libraries catalog) displayed on WISCAT so that collections and availability for interlibrary loan can be identified as much as software capabilities and local policy allow. If the status of a title is displayed as available at any Milwaukee Central or branch library, the request will be referred.
- As all circulation statuses occasionally change or may not be able to be configured precisely, Milwaukee Public Library staff is encouraged to submit to DPI any requests they feel should not have been referred so that possible modifications or updates can be made.

Charges for Interlibrary Loan and Delivery Services:

- A. Interlibrary Services may bill requesting libraries for materials damaged or lost by patrons. If Milwaukee Public Library cannot gain reimbursement from the library, material may be replaced using funds from the materials budget line in the Agreement budget.
- B. Milwaukee Public Library may refuse to lend to a library that has payments for lost or damaged items six or more months past due at the time of the request.

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

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.

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.

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.

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.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

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 (\$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 (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

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.

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.

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.

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.

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.

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.

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.

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.

PUBLIC RECORDS. 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 in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: 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.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

MILWAUKEE PUBLIC LIBRARY TERMS AND CONDITIONS

Wisconsin Department of Public Instruction (“DPI”) and the Milwaukee Public Library (“MPL”) agree to the following terms, conditions, obligations and duties, in addition to the terms, conditions, obligations and duties set forth in the Intergovernmental Agreement, Attachment 1, and Attachment 2. Collectively, the Intergovernmental Agreement, Attachment 1, Attachment 2, and this Attachment 3 shall be referred to as the “Agreement.” In case of any ambiguity or conflict between the terms of this Attachment 3 and the Intergovernmental Agreement, Attachment 1, and/or Attachment 2, Attachment 3 shall govern.

1. **Public Records and Document Retention.** Both Parties understand that MPL is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. seq. DPI acknowledges that it is obligated to assist MPL in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after the termination of the Agreement.

2. **Conflict of Interest.** No officer, employee, or agent of MPL or the City of Milwaukee (“City”) who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City or MPL and no other public official of the City or MPL who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

3. **Nondiscrimination.** In addition to those nondiscrimination provisions in Attachment 2, DPI agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. MPL and each employer will comply with all requirements imposed by or pursuant to the

regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. DPI agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. DPI will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. **Liability.** This Agreement shall not be interpreted to waive any right of recovery in law or in equity by either party against the other.

5. **Insurance.** DPI acknowledges that the City of Milwaukee does not maintain a policy of insurance covering its employees or its motor vehicles. Instead, the City self-insures its employees and its vehicles against liability. DPI is also a self-insured governmental entity.