

State of Wisconsin
Department of Workforce Development
Division of Administrative Services



Bureau of Procurement
and Information Management
P.O. Box 7892
Madison, WI 53707

CONTRACT

by and between

**Wisconsin Department of Workforce Development
Division of Vocational Rehabilitation
and
American Vending Sales, Inc**

COMMODITY OR SERVICE:

Vending Machine Purchase, Maintenance,
And Storage for Wisconsin Business
Enterprise Program (WI BEP)

SOLE SOURCE WAIVER NO.:

ILE0026/TE1908

CONTRACT PERIOD:

November 1, 2024, through October 31, 2025

CONTRACT NO.:

445505-S25-ILE0026-01

1. PARTIES TO THE CONTRACT

This agreement, hereinafter referred to as the "Contract", shall be between the Wisconsin Department of Workforce Development, Division of Vocational Rehabilitation ("DVR") and the contractor whose name appears above ("the Contractor").

2. SCOPE OF THE CONTRACT

DVR agrees to purchase, and the Contractor agrees to supply the goods and/or services in accordance with the terms and conditions of the Statement of Work (Attachment A), herein incorporated by reference.

3. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

This Contract, the standard and supplemental terms and conditions attached to this Contract, the Statement of Work (Attachment A), and any written clarifications or representations between the parties regarding this Contract shall constitute the entire agreement between the parties. Any conflicts, inconsistencies, or ambiguity in the agreement between the parties shall be resolved by giving precedence in the following order:

- A. Applicable laws, regulations, and policies of the State of Wisconsin and Federal government.
- B. This Contract and Statement of Work (Attachment A).
- C. The standard terms and conditions attached to this Contract.
- D. Written clarifications or representations between the parties regarding this Contract.

4. CONTRACT REVISION

Contractor agrees to renegotiate this Contract or any part thereof, to address:

- Increased or decreased volume of goods or services.
- Changes required by State and/or Federal law or regulations, or court action; or;
- Reduction in the monies available affecting the substance of this Contract.

Failure to agree to a renegotiated Contract under the above-listed circumstances constitutes cause for DVR to unilaterally terminate this Contract.

Revision of this Contract may be made by mutual agreement. The revision will be effective only when DVR submits an addendum or amendment to this Contract, which is then signed by the authorized representatives of both parties.

5. WITHHOLDING

DVR shall have the right to withhold payments due under the terms of the Contract if: the Contractor fails to provide services consistent with this Contract, the Contractor fails to meet performance standards, or DVR reasonably determines it to be necessary to protect DVR against potential losses or liabilities, including potential Federal disallowances or sanctions.

The payments to be withheld will be in an amount DVR determines necessary to cause the Contractor to correct its failures, or to protect DVR against potential losses and/or liabilities, and such amount will be withheld until the failure to provide the services or meet the Contract provision is cured or until the potential loss and/or liability ceases. DVR will withhold funds pursuant to this subsection only after DVR has given notice to withhold funds.

The Parties shall attempt to negotiate the timing and payment schedule of any withholdings under this section.

6. DISPUTE RESOLUTION

If any dispute arises between DVR and Contractor under this Contract, including DVR's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

- A. DVR's BEP Director and Contractor's Contract Administrators will attempt to resolve the dispute.
- A. If the dispute cannot be resolved by the Contract Administrators, Contractor may ask for review by the Administrator of DVR, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department of Workforce Development (DWD).
- A. If the dispute is still not resolved, Contractor may request a final review by the Secretary of DWD.

7. USE OF SUBCONTRACTORS

The Contractor will be responsible for the Contract performance of its subcontractors. The Contract will be between DVR and the Contractor. If utilized, the Contractor will be responsible for its subcontractors' performance of the pertinent Contract obligations including related Specifications, insurance requirements, and applicable regulations.

All subcontractors shall be approved in writing by DVR. Any proposed substitution of an approved subcontractor shall be submitted in writing to DVR 30 days prior to implementation of the substitution, and include the substitute's qualifications, the reason for the change, and the intended effective date of the substitution. Failure to notify DVR may result in cancellation of the Contract without notice and without penalty to DVR.

8. CANCELLATION AND TERMINATION

A. Termination for Cause

DVR may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract. DVR reserves the right to exercise any remedy provided in law or in equity in the event that a breach remains after the opportunity to cure.

B. Termination for Convenience

Either party may terminate this Contract at any time, without cause, by providing a written notice; DVR by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days' notice to DVR in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of DVR, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of DVR, the Contractor may be compensated for the actual Service hours provided. DVR shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

C. Contract Cancellation

DVR reserves the right to immediately cancel this Contract in whole or in part without penalty if the Contractor:

- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally imposed, 30-day notice;
- Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required here in;
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Is excluded from federal procurements and non-procurement programs;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- Fails to maintain the confidentiality of DVR's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
- Contractor performance threatens the health or safety of a State employee or State customer.

9. COMPLIANCE WITH FEDERAL REGULATIONS

The Contractor will comply with the following federal laws and regulations as applicable to this Contract:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part. 19.
2. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.
3. Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
4. Whistleblower Protection, pursuant to 41 U.S.C. 4712.

10. USE OF FEDERAL FUNDS


This is an acknowledgement that Federal funds will be used to fund all or a portion of this contract. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

DVR and the Contractor acknowledge that they have read the Contract and the attached exhibits, and requirements, understand them and agree to be bound by their terms and conditions. Further, DVR and the Contractor agree that the Contract and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the Contract. DVR reserves the right to reject or cancel agreements based on documents that have been altered.

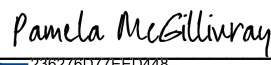
This Contract becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DVR.

While costs may be incurred prior to contract execution, no invoices will be paid by DVR until the Contract is fully executed.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of execution by both parties below. By signing below the parties agree to the terms of this Contract.

DocuSigned by:

0DFA470D714C486...
Tom Vogt
American Vending Sales, Inc

1/23/2025
Date

Signed by:

236276D74EE0448...
Pamela McGillivray, Deputy Secretary
Department of Workforce Development

1/23/2025
Date