DuWayne Federwitz

### JOINT DATCP/DNR NONPOINT SOURCE GRANT APPLICATION FOR CALENDAR YEAR 2021

- 1. Read the instructions before completing this application.
- 2. Complete all yellow-highlighted items in the combined application and Table 1.
- 3. Sign the completed application electronically
- 4. Submit the signed Excel spreadsheet to: datcpswrm@wisconsin.gov
- 5. April 15, 2020 is the deadline for submission of this grant application.

### grant funds from the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) awarded under Sec.92.14,Stats., and the Department of Natural Resources (DNR) awarded under Secs. 281.65 and 281.66, Stats. By signing and dating a completed application, the authorized representative certifies that (i) the Land Conservation Committee or other committee designated under Sec. 92.06(1), Stat., has authorized the representative to submit this application; (ii) the county has submitted an Annual Report and Annual Work Plan, and has complied with other grant requirements including Sec. ATCP 50.20, Wis. Admin. Code; and (iii) the information provided in this application (including Table 1) is true, complete and accurate to the best of his or her knowledge.

### SIGNATURE OF AUTHORIZED REPRESENTATIVE

LCC CHAIR OR OTHER TITLE

4/13/2020 DATE

The authorized representative may sign this application electronically by typing his or her name in the space provided for a signature, and inserting the person's title and the date. An electronic signature has the same force and effect, pursuant to chapter 137 of the Wisconsin statutes, as a non-electronic signature.

LWCC Chair

NOTICE: This application does not represent a commitment by DATCP or DNR to provide funding for any grant category at any specific level. If grant funds are awarded, the county must agree to comply with any resulting terms including those specified in a grant contract.

SE	CTION I. STAFFING/PLAN	NING GRANTS	Amount R	Requested of DATCP	Amount Requested of DNR
1	Soil and Water Resource Mana	gement (SWRM) Tier 1			
	A. Base Funding				
	\$75,000 is automatically entered.		\$	75,000.00	
2	SWRM Tier 2				
	A. Funding for three position	S			
		m Table 1, column F, for first three			
	positions	Amount from Toble 1, solumn F			
		Amount from Table 1, column F			
	i. First (100%) position	\$94,410	\$	94,410.00	
	ii. Second (70%) position	\$92,181	\$	64,527.00	
	iii. Third (50%) position	\$88,573	\$	44,287.00	
	B. Funding for subsequent p				
	Automatically enters amount from	Table 1, column G			
	iv. Fourth & more (50%)				
	positions	\$180,794	\$	90,397.00	
	Urban NPS & Storm Water Ma	-			
3	(Complete separate application av	railable on DNR website)			
	7	TOTAL STAFFING REQUESTS ▶	\$	293,621.00	

SE	CTION II. COST-SHARING GRANTS	Amount Requ	ested of DATCP	Amount Requested of DNR
	Land and Water Resource Mgmt. (LWRM) Plan Implementation:			
	Bond Funds	\$	100,000.00	
2	LWRM Plan Implementation: SEG Funds	\$	200,000.00	
3	Targeted Runoff Management Projects (Complete separate application available on DNR website)			
177	Urban NPS & Storm Water Management - Construction Projects (Complete separate application on DNR webstite)			
	TOTAL COST-SHARING REQUESTS ▶	\$	300,000.00	

### SECTION III. FINANCIAL AND OTHER DATCP REPORTING REQUIREMENTS

- Financial Report of County LCD Expenditures for 2019
- **A.** Enter the total amount of all county LCD expenditures in 2019 from all funding sources.

\$ 1,309,315.03

1,041,137.52

**B.** Enter the amount of expenditures in 2019 from all non-county sources.

(Of the total expenditure listed in line 1A., enter the amount funded using non-county sources, which may include grants, shared revenue, and other funds from sources external to the county.

NOTE: Line 1B. plus line IC. equals line 1A.)

C. Amount of county source funding expended in 2019

\$ 268,177.51

(County source funding may include county levies, fees, permits, tree sales, or other funds generated by the county. This amount is used to determine fulfillment of maintenance of effort requirements).

**D.** Enter the amount of salary and fringe benefits paid using county source funding.

\$ 268,177.51

(NOTE: LINE 1D. CANNOT EXCEED LINE 1C.)

2 Funding for 2019 Staff (FTE,LTE,IC)

Enter the total number of 2019 staff funded by each of the following categories:

County	DATCP SWRM	All Other	*TOTAL 2019 Staff
4.2	1.4		5.6

<sup>\*</sup>Total 2019 staff should be equal to the sum of FTE, LTE and IC staff listed in Table 1.

### 3 2020 Work Plan

Each county must submit a current work plan that describes activities planned for 2020. Submissions must comply the requirements identified by DATCP in separate communications.

Work plans should be emailed by no later than April 15, 2020 to Lisa. Trumble@wi.gov. Grant applications will not be processed if work plans are not submitted, are incomplete, or fail to meet DATCP requirements.

### 4 2019 Annual Report

**Reminder**: To be eligible for 2021 funding, counties must electronically complete a 2019 Annual Report, which DATCP is requesting that counties submit by March 15, 2020.

Table 1: Planned activities and performance measures by category

CATEGORY (goal and objective from LWRM plan can be added in each category)	PLANNED ACTIVITIES WITH BENCHMARKS If applicable identify focus areas, e.g. HUC 12 watershed code	PERFORMANCE MEASUREMENTS (examples in italics)
	(examples of types of "planned activities" in italics)	
<ul> <li>Cropland</li> </ul>		
Farm inspections to implement state performance standards and prohibitions	Conduct 20 farm inspections & document compliance status for new FPP participants in 10 Tourschips with FD zoning	Type and units of practice(s) installed Amount of cost-share dollars spent # the of codingust radioal (units and
Studs. Implementation	Make 20 offers of cost share for Nutrient Management Plan enforcement in accordance with	# 155 y seamen reduced (asing any approved memod) # 1bs of P reduced (using any approved method) # acres of cropland in compliance with a performance standard
	NR 151.07, NR 151.09 & Waupaca CH 51	# of FP Čertificates issued # of Nutrient Management Plans received # of Nutrient Management Plans reviewed
Cropland conservation practices installed to implement state performance standards and prohibitions.  LWRM CH. 5, Sec. A, Pg 72- Ag. Perf.  Stnds. Implementation	Install 5-10 gully erosion control practices. Implement 15 new NM plans through farmer training sessions, staff training, FP or cost sharing.	
Maintain and promote better nutrient management plans. LWRM CH. 5, Sec. A, Pg 72, Sec. E, Pg 86.	Conduct 1 group Farmer Training Sessions. Conduct 20 or more Individual Farmer Training Sessions or updates. Review 75% or more (~140) of incoming NMP's as time allows and work with agronomists/landowners to correct issues. Increase County area covered by NMP by 4% per year	
Create, facilitate and manage grant for Upper Fox-Wolf Basin Demonstration Farm Network to promote soil health and field BMP's through Waupaca County and the UF-W Basin.	Implement Demo Farm Network with 10 farms throughout UF-W Basin and work to grow Network.	# of soil health or crop BMP acres # of Field Day events held in County or Basin # of producers reached for educational purpose
Cropland conservation practices installed to implement TMDL goals, 9KE Plan goals and/or state performance standards.	Install 300-500 acres of cover crop or no-till practices using Large Scale TRM funds.  Install 50 acres of harvestable buffer practices using Large Scale TRM funds or DATCP pilot project funds.	# lbs of sediment reduced (using any approved method) # lbs of P reduced (using any approved method) # of soil health or crop BMP acres

### Livestock

LIVESIVOR		
Farm inspections to implement state performance standards and prohibitions LWRM CH. 5, Sec. A, Pg 72- Ag. Perf. Stnds. Implementation	Conduct 20 farm inspections & document compliance status for new FPP participants in 10 Townships with FP zoning. Conduct 1-10 farm inspections outside FP areas that have NR 151 compliance issues.	Type and units of practice(s) installed Amount of cost-share dollars spent # lbs of sediment reduced (using any approved method) # lbs of P reduced (using any approved method) # of livestock facilities in compliance with a performance standard # of FP Certificates issued
Livestock facility conservation practices installed to implement state performance standards and prohibitions  LWRM CH. 5, Sec. A, Pg 72- Ag. Perf. Stnds. Implementation	Install agricultural BMPs to reduce animal waste (phosphorous) runoff as identified by inventory or complaint. Design & implement 1-3 large agricultural waste and/or containment runoff systems	
• Water quality		
Protect water quality through CREP. LWRM CH. 5, Sec. A, Pg 72- Ag. Perf. Stnds. Implementation	Implement 2-5 CREP Contracts with assistance from NRCS/FSA.	Type and units of practice(s) installed Amount of cost-share dollars spent # lbs of sediment reduced (using any approved method) # lbs of P reduced (using any approved)
Promote Groundwater awareness. LWRM CH. 5, Sec. D, Pg 84- Groundwater& Karst Concerns	Continue follow up from Waupaca County Baseline Well Inventory Report based on 2017 & 2018 sampling program. Re-sample 1-2 "hotspot areas" with remaining funds.	# of Wells Sampled
Lake and Stream Protection. LWRM CH. 5, Sec F, Pg 89 Lake & Stream Protection	Install 4 rain gardens through county program. Develop 10 shoreline mitigation plans for zoning permits/violations. Apply for/Implement DNR Healthy Lakes Grant Program on 1-5 sites. Continue coordinating/monitoring Citizen Monitoring efforts on 20 stream sites and 4-8 lakes.	
Start inventory of unused manure storage structures in county per Waupaca CH 51.	Inspect 3-5 structures and offer c/s if they need to be closed.	
• Forestry		
Encourage forestry, habitat and tree planting. LWRM CH. 5, Sec J, Pg 100 – Forestry & Wildlife	Sell 35,000 trees through County Tree Sale. Promote EQIP forestry practices. Assist RC&D with Forestry Block Grants	Type and units of practice(s) installed Amount of cost-share dollars spent # lbs of sediment reduced (using any approved method) # lbs of P reduced (using any approved method) # of trees sold

0		
VILLO U	2	
122	1117	
9	)	

Assist landowners with Identification &	Assist landowners with Identification & Continue Waupaca County AIS Plan activities as	Number of surveys completed
Elimination of AIS. LWRM CH. 5, Sec F,   applicable.	applicable.	Number of control efforts implemented/sites treated
Pg 89 Lake & Stream Protection.	Financially support Golden Sands RC&D as our AIS	
Waupaca County AIS Plan.	contractor.	
• Wildlife		
Administer WDACP (Ag. Damage	Assist 10 landowners with damage claims or	# of damage claims assisted
program & Venison Donation) LWRM	shooting permits. Administer Venison Donation	Lbs of venison to food pantries
CH.5, Sec J, Pg 100 – Forestry & Wildlife	Program.	
• Urban		
Urban issues		

### Watershed

Watershed Protection. LWRM CH.5 Sec. G, Pg 96 – Establish programs to make additional funds available for NPS abatement.	Apply for and secure Large Scale TRM Grant Funds in a Waupaca County 9 Key Element Planned Watershed.	# Grant secured Modeling completed Number of partner contacts made Information system/tracking developed Number of partnership development activities accomplished
• Other		
Program Evaluation & Monitoring.  LWRM CH.5 Sec. H, Pg 97 – Program  Evaluation & Monitoring strategy.	Report to county board Meet with lake districts and associations. Report to DATCP, DNR. File TRM & NOD Grant reports. Coordinate with DNR on stream sampling.	Number of meetings attended Number of sites sampled Number of reports made
Information & Education. LWRM CH.5 Sec, K, Pg 103 - Information & Education Strategy	Conduct 5th Grade Conservation Field Days. Provide RC&D contracted groundwater education to schools. Yearly department newsletter. Sponsor WLWCA Speaking Contests Staff speak at FVTC Cow college Host project for annual county board tour	Number of events hosted or attended
Permits issued or obtained in connection with practices installed. LWRM CH.5, Sec. B, Pg 76- Stormwater Imp. & Sec. E, Pg 86- Permit/Ord. Admin.	Issue 2-5 manure storage permits. Obtain all necessary WRAPP Stormwater Permits for c/s projects. Obtain Cultural Resources Certification.	# of permits issued / obtained

Farmland Preservation	Assist current AEA landowners in implementing 10- # of FP agreements signed 20 FP agreements in the two current AEA's.	# of FP agreements signed
Obtain funding to meet all goals.	Apply for Large Scale TRM Grant Apply for 1 or more NOD Grants Assist NRCS with 5-10 EQIP applications Apply for River Planning Grant	# of funding sources applied for and received
Land & Water Resource Management Planning	Begin work on the 2022-2031 Waupaca County LWRM Plan	Plan approval in 2021

Table 2: Planned activity related to permits and ordinances

Permits and Ordinances	Plans/application reviews	Permits anticipated to be issued
	anticipated	
Feedlot permits	N/A	0
Manure storage construction and transfer systems	1-10	3
Manure storage closure	1-2	2
Livestock facility siting	N/A	0
Nonmetallic/frac sand mining	N/A	0
Stormwater and construction site erosion control	3-5	4
Shoreland zoning	N/A	0
Wetlands and waterways (Ch. 30)	1-3	2
Other		

Table 3: Planned inspections

Inspections	Number of inspections planned
Total Farm Inspections	25
For FPP	20
For NR 151	5
Animal waste ordinance	5
Livestock facility siting	N/A
Stormwater and construction site erosion control	N/A
Nonmetallic mining	N/A

Table 4: Planned outreach and education activities

Activity	Number
Tours	4
Field days	4
Trainings/workshops	20
School-age programs (camps, field	5
days, classroom)	
Newsletters	2
Direct Mailings(25-150 each)	8
News release/story	2

Table 5: Staff Hours and Expected Costs (staff can be combined or listed individually)

Staff/Support	Hours	Costs
County Conservationist	2080	890,000
Technicians(3)	6240	\$260,000
Agronomist	2080	\$85,000
Support Staff	1200	\$20,000
Independent contractor	500	\$12,000
Cost Sharing (can be combined)		
Bonding	N/A	\$100,000
SEG	N/A	\$200,000
MDV	N/A	\$6500
TRM	N/A	\$500,000
EQIP	N/A	\$500,000

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TRM Grant Project Name:

Whitetail Valley Dairy - Manure Management

70.0%

### Part IV. Competitive Elements

### A. Financial Budget Table

1. Detailed Budget for each BMP selected in Part II-G and/or Part II-A.2(c)

The grant amount is capped at \$225,000.  Detailed list of project BMPs and subactivities/constru	ction comp	onents eligible fo	r DNR cost	ΙΔmc	ount Eligible for
sharing (use + to add additional rows under each BMP)	ction comp	onents engible to	DNICOST		Cost Sharing (\$)
Manure Storage Systems					200,000
New waste storage - 8260 cu yd excavation/fill, 59,085 1,373' fence, 300' silt fence, 1 acre seeding.	sq ft 5"/6"	concrete reduced	d seepage liner,		175,000
Manure transfer - 1 syringe style piston pump, 1 pressutank.	re rated tra	nsfer line, 800 cu	ft reception		25,000
Milking Center Waste Control Systems					21,558
Milkhouse Waste Transfer - 1 piston pump, 1 pressure	rated transf	er line, 512 cu ft	reception tank		21,558
(i) Construction Subtotal				Ι	221,558
Will the applicant be requesting local force account reimbamount is automatically calculated in row(v)(d)	bursement?	If yes, the maximu	m allowable		
(ii) Private Engineering Activities					
2. State Share Request:					
(a)		(b)	(c)		(d)
	Eligib	le Project Totals	Cost-Share %	Eligi	ble Cost Share
(iii) Construction-related Subtotal: [add Rows i and ii]	\$	221,558	70 %	\$	155,091
(iv) Property Acquisition: Fee Title & Easement	\$		70 %	\$	
(v) Force Account work	\$		70 %	\$	
(vi) Project Grand Totals: [add rows (iii), (iv and (v)]	\$	221,558		\$	155,091
Cap Test		•			
(vii) Maximum State Share [row (v), column (d) or \$225,000	, whichever	is less]		\$	155,091
State and Local Share					
(viii) Requested State-Share Amount (Enter Requested Gra	nt Amount)			\$	155,091
(ix) Local-Share Amount: [row vi, column (b) less row viii]				\$	66,467
(x) Requested State Cost-Share Percentage (based on the	value in (b)(	vi) OR \$321,429, if	the value of (b)		70.0%

### 3. Use of Additional Funding

Check the boxes below if these conditions are met:

(vi) is greater than this amount)

Yes

- (a) The requested state-share amount in row 7 is less than the \$225,000 grant cap.
- (b) The requested state cost-share rate in row 9 is less than 70%.
  - (c) Points for Additional Funding [a maximum of 10 points can be earned for 50% in row (x)]

B. Project Budget Complete the table below to develop budgets for the BMPs checked in Part I G. and the activities above.

Identify the estimated total project costs for all best management practice (BMP) construction and installation. Enter BMP costs into cells A1 (column A, row 1) and A2, as applicable.

If requesting local assistance, identify the total costs associated with local assistance (LA) activities. Enter LA costs into cell A4.

Enter the state share amounts being requested under the grant in Column C. Keep in mind that the total of the amounts in cells C1 + C2 + C4 must be less than or equal to \$600,000. The total of the requested grant amounts you enter must not exceed the grant cap of \$600,000.

Enter the state share amount(s) being requested for BMPs under the grant into cells C1 and C2, as applicable. The maximum state cost share rate is 70% for best management practices.(Contact DNR if economic hardship consideration is necessary.)

Enter the state share amount being requested for LA under the grant into cell C4. The amount that can be requested for LA may be up to 40% of the grant amount allocated for best management practices. The maximum state cost share rate for local assistance is 70%; however, the portion of the grant that can be used for local assistance activity may not exceed 40% of the grant amount allocated for best management practices (cell C3). See LA calculation examples in the <u>instructions</u>.

\*ENSURE THAT THE GRANT REQUESTS IN COLUMN C DO NOT EXCEED \$600,000.

	Α	В	С	D
Project Budget	Enter Estimated Total Costs	Eligible Cost Share (70% of Total Costs)	Enter Requested State Share Amounts	Local Share (auto-calculates)

### TRM Grant Project Name:

### Large-Scale Ag. TRM Grant Application

Form 8700-333 (R 01/20)

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Shaw Creek - Lower Little Wolf River Watershed

	Best Management Practice			118	
1	Structural Practices	491,000	343,700	210,572	280,428
2	Cropping Practices	481,000	336,700	218,000	263,000
3	Subtotal for BMPs	972,000	680,400	428,572	543,428
4	Local Assistance Needs	250,000	175,000	171,428	78,572
	Totals	1,222,000	855,400	600,000	622,000

C. Cost-estimate Accuracy and Cost-containment Measures

Describe the quality of data used in preparing these budget estimates for cost-share need. Identify whether the needs are based on specific knowledge of the targeted farms in the project area or are based on more generalized estimation methods. Identify the cost-containment procedures that will be used for the installation of best management practices identified in Part 1. F. See instructions

The cost estimates for this grant application are based on the needs identified in the 9 Key Element Plan for the Shaw Creek - Lower Little Wolf River Watershed. The costs for non-structural costs are based on flat rates. Eligible acres for residue management, cover crops, no till/limited till are all based on crop rotations within the project area. We expect a modest implementation rate of 20% in year one for cover crops and residue management based local demographics in the watershed. This area has a large Amish population, a community we historically haven't done a lot of work with so we expect it will take about a year to gain momentum. Subsequent years we expect higher participation as more eligible acres become available and as we continue our outreach and enforcement efforts. Estimated costs for other field practices such as WASCOBS, waterways, and buffers were based on the average cost of recent projects installed within the project area and Waupaca County.

The average costs for the structural projects used for this budget are based on recent years of competitive bidding experience for nearby watershed projects (Bear Lake and Pigeon River). The cost estimates in this budget reflect both specific knowledge of a few targeted farms who have implemented conservation practices in the past as well as a generalized assumption of participation rates for implementing BMPs in the region. Participation in voluntary on-farm conservation is expected to be slow at first, although a few landowners have already expressed interest in implementing conservation practices, especially those who have land in both this watershed and the adjacent downstream Bear Lake/ Lower Little Wolf River Watershed.

B. Project Budget Complete the table below to develop budgets for the BMPs checked in Part I G. and the activities above.

Identify the estimated total project costs for all best management practice (BMP) construction and installation. Enter BMP costs into cells A1 (column A, row 1) and A2, as applicable.

If requesting local assistance, identify the total costs associated with local assistance (LA) activities. Enter LA costs into cell A4.

Enter the state share amounts being requested under the grant in Column C. Keep in mind that the total of the amounts in cells C1 + C2 + C4 must be less than or equal to \$600,000. The total of the requested grant amounts you enter must not exceed the grant cap of \$600,000.

Enter the state share amount(s) being requested for BMPs under the grant into cells C1 and C2, as applicable. The maximum state cost share rate is 70% for best management practices.(Contact DNR if economic hardship consideration is necessary.)

Enter the state share amount being requested for LA under the grant into cell C4. The amount that can be requested for LA may be up to 40% of the grant amount allocated for best management practices. The maximum state cost share rate for local assistance is 70%; however, the portion of the grant that can be used for local assistance activity may not exceed 40% of the grant amount allocated for best management practices (cell C3). See LA calculation examples in the <u>instructions</u>.

\*ENSURE THAT THE GRANT REQUESTS IN COLUMN C DO NOT EXCEED \$600,000.

	А	В	С	D
Project Budget	Enter Estimated Total Costs	Eligible Cost Share (70% of Total Costs)	Enter Requested State Share Amounts	Local Share (auto-calculates)

### TRM Grant Project Name:

### Large-Scale Ag. TRM Grant Application

Form 8700-333 (R 01/20)

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Weyauwega Lake-Waupaca River Watershed	Weyauwega l	Lake-Waupaca	a River	Watershed
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	Best Management Practice				Q - Per
1	Structural Practices	410,000	287,000	211,000	199,000
2	Cropping Practices	360,400	252,280	217,572	142,828
3	Subtotal for BMPs	770,400	539,280	428,572	341,828
4	Local Assistance Needs	248,000	173,600	171,428	76,572
	Totals	1,018,400	712,880	600,000	418,400

C. Cost-estimate Accuracy and Cost-containment Measures

Describe the quality of data used in preparing these budget estimates for cost-share need. Identify whether the needs are based on specific knowledge of the targeted farms in the project area or are based on more generalized estimation methods. Identify the cost-containment procedures that will be used for the installation of best management practices identified in Part 1. F. See <u>instructions</u>.

The cost estimates for this grant application are based on the needs identified in the 9 Key Element Plan for the Weyauwega Lake-Waupaca River Watershed. The costs for non-structural costs are based on flat rates. Eligible acres for residue management, cover crops, no till/limited till are all based on crop rotations within the project area. We anticipate a high implementation rate of 40% in year one for cover crops and residue management since most eligible landowners operate large tracts of land. Subsequent years we expect high participation as more eligible acres become available and as we continue our outreach and enforcement efforts. Estimated costs for other field practices such as WASCOBS, waterways, and buffers were based on the average cost of recent projects installed within the project area and Waupaca County.

The average costs for the structural projects used for this budget are based on recent years of competitive bidding experience for nearby watershed projects (Bear Lake and Pigeon River). The cost estimates in this budget reflect both specific knowledge of a few targeted farms who have implemented conservation practices in the past as well as a generalized assumption of participation rates for implementing BMPs in the region. Participation in voluntary on-farm conservation is expected to be modest at first, although a few landowners have already expressed some interest in implementing conservation practices, particularly those targeting cropping practices.

### 2. Water Quality Need

### Department of Agriculture, Trade and Consumer Protection

### AGREEMENT BETWEEN

### WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION

### AND

### WAUPACA COUNTY

The Wisconsin Department of Agriculture, Trade and Consumer Protection (DEPARTMENT) and Waupaca County (CONTRACTOR) enter into this agreement (AGREEMENT) concerning a harvestable buffer pilot program to provide landowner incentives for enrolling land in harvestable buffer agreements under s. 92.14, Wis. Stats., for works performed over the calendar year between May 1, 2020 (start date) and December 31, 2020 (end date).

This document, including the attached appendices, constitutes the entire AGREEMENT between the DEPARTMENT and the CONTRACTOR. This AGREEMENT supersedes any prior communications or understandings related to the subject matter of this AGREEMENT. The parties may agree in writing to amend this AGREEMENT, prior to the end date of this AGREEMENT.

### I. CONTRACTOR OBLIGATIONS:

The CONTRACTOR agrees to do all the following:

- A. Perform or arrange for others to perform the following during the work period with a start date of May 1, 2020 and an end date of December 31, 2020:
  - 1. Conduct outreach related to the harvestable buffer pilot targeting landowners in Waupaca County.
  - 2. Work with eligible landowners to sign up for harvestable buffer agreements under s. 92.14, Wis. Stats. as a means to increase conservation, and to reduce nutrient and sediment delivery to surface waters through the installation of harvestable buffers.
- B. By February 15, 2021, provide the DEPARTMENT a report on work activities performed and deliverables provided during the grant period. The DEPARTMENT may request additional information or reports before making any reimbursements or for any other purposes consistent with this AGREEMENT.
- C. Perform all work to the satisfaction of the DEPARTMENT under this AGREEMENT as more fully specified in the appendices. The CONTRACTOR agrees not to seek reimbursement from more than one funding source for the same expense incurred in performance of this agreement; however, the CONTRACTOR may seek additional funding for harvestable buffer agreements.

### Agreement between DATCP and Waupaca County

- D. Seek reimbursement for costs not to exceed \$50,000 for allowable costs specified below.
  - 1. A \$1,250 per acre incentive payment for land enrolled under a 10-year harvestable buffer agreement during the grant period for land located in Waupaca County but outside of the Bear Lake Lower Little Wolf River Watershed. The incentive payment may only be reimbursed to the CONTRACTOR once a landowner agreement is signed.
  - 2. An up to \$750 per acre incentive payment for land enrolled under a 10-year harvestable buffer agreement during the grant period for land located within the Bear Lake Lower Little Wolf River Watershed. The amount will be dependent upon other funding. The incentive payment may only be reimbursed to the CONTRACTOR once a landowner agreement is signed.

The following expenses are ineligible for reimbursement:

- 1. Support costs incurred by the CONTRACTOR in the performance of obligations under this agreement.
- 2. Indirect costs or fees.
- 3. The lease, purchase or other acquisition of an interest in a vehicle or real property.
- 4. Project activities and project development costs incurred prior to the start date of this AGREEMENT, or after the end date of this AGREEMENT.
- 5. Funds under this AGREEMENT may not be used, directly or indirectly, for lobbying purposes.
- E. Submit separate reimbursement requests, on a DEPARTMENT-approved form, documenting eligible costs incurred in performance of this AGREEMENT, with the final request for reimbursement submitted no later than February 15, 2021. The CONTRACTOR shall provide an itemized breakdown of incentive payments for applicants of harvestable buffer agreements.
- F. The CONTRACTOR will keep records of the CONTRACTOR's activities under this AGREEMENT, including records of all funds received and spent, and records to support the CONTRACTOR's reimbursement requests under this AGREEMENT. The CONTRACTOR will keep financial records according to generally accepted accounting principles and practices.

The CONTRACTOR will keep these records for at least 3 years. In the event of a dispute involving records, the DEPARTMENT may require the CONTRACTOR to keep those records for an additional period of time as specified by the DEPARTMENT.

The CONTRACTOR will make the records available to the DEPARTMENT or its designee for inspection, audit and copying upon request. The CONTRACTOR will provide proper facilities for the inspection, audit or copying.

G. Comply with all other terms of this AGREEMENT.

### II. DEPARTMENT OBLIGATIONS:

The DEPARTMENT agrees to do all the following:

A. Support the CONTRACTOR in its project implementation efforts including outreach and education, technical assistance, and other areas identified in the contract.

- B. Reimburse the CONTRACTOR for allowed costs for work performed and deliverables provided, subject to compliance with the requirements of this AGREEMENT. Reimbursements will be made for allowable costs as specified above in I. D. only after this AGREEMENT is signed by all required parties.
- C. The DEPARTMENT's obligation to make payments is contingent upon funds appropriated by the Legislature. Reduction in those appropriations may be necessary due to budget shortfalls. The DEPARTMENT will notify the CONTRACTOR if a reduction in the grant amount is necessary as the result of a reduction in the legislative appropriation. In that circumstance, the DEPARTMENT and CONTRACTOR may adjust the work plan commensurate with any reductions by written agreement or exercise the right of termination provided by this AGREEMENT.
- D. The DEPARTMENT in its sole discretion may pursue remedies against the CONTRACTOR for the failure to perform the requirements of this AGREEMENT.
- E. Comply with other applicable terms of this AGREEMENT.

### III. AGREEMENT EXTENSION

Unspent funds allocated to the CONTRACTOR in 2020 may be extended until December 31, 2021 if the CONTRACTOR files a written request by December 31, 2020, identifying funds it does not anticipate spending, and further provides the DEPARTMENT, by no later than February 15, 2021, documentation identifying all work under the 2020 grant remaining to be completed and a work plan for utilizing these funds in 2021.

### IV. STANDARD TERMS AND CONDITIONS

To the extent permitted by law, comply with the State of Wisconsin standard State contract provisions, Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurement for Services (DOA-3681), attached to and made part of this AGREEMENT in Appendix B. In the event of a conflict between any provision contained in Appendix B and any other provision of this AGREEMENT, such other provision shall prevail over the conflicting provision in Appendix B.

### V. LOBBYING:

The CONTRACTOR may not use funds received under this AGREEMENT, directly or indirectly, for lobbying activities of any kind. Materials printed, reproduced or distributed under this AGREEMENT may not advocate a particular position on any state legislation or state agency action, nor may they encourage the recipient to contact or lobby any state legislative or agency official for lobbying purposes.

### VI. TERMINATION OF AGREEMENT:

Either party may terminate this AGREEMENT by giving at least 30 days prior written notice to the other party. The DEPARTMENT reserves the right to cancel any agreement, in whole or in part, without penalty, due to non-appropriation of funds or the CONTRACTOR's failure to comply with this AGREEMENT.

If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT's liability is limited to the actual costs incurred by the CONTRACTOR as of the date of termination, the other terms of this AGREEMENT, plus any termination expenses incurred with the prior written approval of the DEPARTMENT.

### VII. CONTACTS:

Communications regarding this AGREEMENT will be directed to the following persons, or persons subsequently designated by the parties:

CONTRACTOR – Waupaca County Land & Water Conservation Department

Brian Haase: 715-258-6482

DEPARTMENT – Melissa Gilmore: 608-224-4633

### VIII. FUNDING SOURCE:

This AGREEMENT is funded pursuant to an appropriation under Wis. Stat. § 20.115(7)(qf), Wis. Stats. SEG fund 274. The Land and Water Conservation Board (LWCB) has recommended funding under Wis. Stats. § 92.14.

Each undersigned representative of the DEPARTMENT and the CONTRACTOR certifies that he or she is fully authorized to enter into the terms of this AGREEMENT on behalf of the entity they represent and to execute and legally bind such party to this AGREEMENT.

NOW, THEREFORE, in consideration of their mutual agreements, the parties agree to the terms and conditions in this AGREEMENT.

WAUPACA COUNTY		
By	Dated:	, 2020
WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION		
By Sara Walling for Randy Romanski, Interim Secretary	Dated:	, 2020

### APPENDIX A

### 2020 Program Guidelines and Work Plan

Waupaca County Land & Water Conservation Department will use DATCP grant funds to provide incentives for enrolling eligible land in harvestable buffer agreements. Waupaca County will implement the pilot program using the following guidelines:

### A. Site Eligibility

- 1. Must be located in Waupaca County.
- 2. Must have a cropping history of at least four out of the past six years at the time of signup.
- 3. Must have a water quality resource concern identified.
- 4. Must be adjacent to an eligible water body.

### B. Landowner Agreement

- 1. Participants will sign a 10-year agreement between the county and landowner. The landowner who signs is responsible for maintaining the grass cover for the duration of the agreement.
- 2. Mowing and harvesting will help remove accumulated nutrients and overcome concerns with other buffer programs that do not allow harvesting.
- 3. Buffers must remain vegetated and be able to function to their full potential without soil compaction or rutting for the duration of the agreement.

The following 2020 work plan contains specific activities Waupaca County Land & Water Conservation Department will complete to implement the pilot program:

### A. Outreach and Education

- 1. Contact farmers through mailings, by phone and/or in person to promote the pilot program, targeting farmers who are either ineligible for or otherwise not interested in the Conservation Reserve Enhancement Program (CREP).
- 2. Coordinate with DATCP to develop outreach materials such as flyers, FAQs, brochures and postcards as needed to highlight the pilot program.
- B. Prepare Harvestable Buffer Agreements in cooperation with eligible landowners
  - 1. Work with interested landowners to apply for harvestable buffer agreements on eligible lands.
  - 2. As needed, meet with landowners/farmers one-on-one to walk over their farm, share information about conservation and available technical and financial resources, and refer landowners to appropriate partners to meet conservation goals.

### C. Compliance

1. Create and provide DATCP a plan for monitoring compliance of harvestable buffers for the duration of the 10-year agreements.

### D. Other relevant activities

1. Other activities relevant to Items A-B that are not defined herein but are relevant to project initiatives.

### Wisconsin Department of Administration Chs. 16, 19, 51 DOA-3054 (R 03/2019) Page 1 of 4

### Appendix B

### 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 letterhead, 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 con-

ditions 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.
- PUBLIC RECORDS ACCESS: It is the intention of the 26.0 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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NMPs: Received and	a Keview Status	2020		
	Submitted: 103	# Reviewed: 92	# NMFE	Plans:
	Unsubmitted: 36	# In Progress: 5	36	5
	Had Past 590: 20	#DNR Review: 6		
	# See Notes: 4	# TO Review: 0		
	Total 163	Total 103		Remindo
Operator:	NMP Received?	Review Status:	Agronomist:	letter:
D&D Beyer Farms	Yes	In Progress	Beckard, Kevin	
Hoewisch Homestead Dairy LLC	Yes	In Progress	1_NMFE	<b>V</b> [
J & J Henschel Farm LLC	Yes	In Progress	2_SelfWritten !=NMFE	<b>V V</b>
Pigeon Meadow Farm	Yes	In Progress	1_NMFE	<b>V V</b>
Schuelke, Paul J	Yes	In Progress	2_SelfWritten !=NMFE	
Betley Farms LLC	Yes	DNR Review	Schaumberg, William G.	
Egan Bros Partnership	Yes	DNR Review	Beckard, Kevin	
Friendship Valley Dairy	Yes	DNR Review	Knutzen, Paul	
Quantum Dairy	Yes	DNR Review	Govin, Kyle	
Rohan Dairy, LLC	Yes	DNR Review	Knutzen, Paul	
Sugar Creek Farms LLC	Yes	DNR Review	Knutzen, Paul	
All Cow Dairy	Yes	Complete - Issues	Easker, John	
Bakake Acres LLC	Yes	Complete - Issues	Beckard, Kevin	
Bartel, Leroy	Yes	Complete - Issues	Maass-Pate, Sara	<b>V V</b>
Behnke, Doug	Yes	Complete - Issues	Zahn, Kellie	
Bleck, Tom & Jerry	Yes	Complete - Issues	Kiddy, Mike	
Bonikowske Farms	Yes	Complete - Issues	Paulson, Eric	
Breezy Hill Farms LLC	Yes	Complete - Issues	Nysse, Nathen	<b>V V</b>
Christie Farm	Yes	Complete - Issues	1_NMFE	☑ □
CLM Farms	Yes	Complete - Issues	Maass-Pate, Sara	
Danke, Larry	Yes	Complete - Issues	Knutzen, Paul	
Orath, Keary	Yes	Complete - Issues	Quakkelaar, Caris	
Duch, Eric	Yes	Complete - Issues	Kiddy, Mike	<b>V V</b>

Fietzer Dairy Farms	Yes	Complete - Issues	Nysse, Nathen	
Gierach, Wayne	Yes	Complete - Issues	1_NMFE	
Glendale Farms	Yes	Complete - Issues	Geiger, Jake	
Gruetzmacher, Ivan	Yes	Complete - Issues	Nysse, Nathen	
Heavenly Grazing Acres	Yes	Complete - Issues	1_NMFE	
Heimbruch, Bruce	Yes	Complete - Issues	Quakkelaar, Caris	
Henschel, Jeff	Yes	Complete - Issues	Walton, Jennifer	
Hilltop Dairy Farm	Yes	Complete - Issues	Walton, Jennifer	
Hintzdale Dairy LLC	Yes	Complete - Issues	Much, Kyle	
Hoag, Jack	Yes	Complete - Issues	Kiddy, Mike	
JandJ Ag	Yes	Complete - Issues	Knutzen, Paul	
Jonely Dairy Farms	Yes	Complete - Issues	Knutzen, Paul	
Kaczorowski, Steven	Yes	Complete - Issues	Walton, Jennifer	
Kirchner, Paul	Yes	Complete - Issues	Kiddy, Mike	
Konrad, Don	Yes	Complete - Issues	Walton, Jennifer	
Lashua Farms LLC	Yes	Complete - Issues	Bolte, Charles	
Ledgerock Dairy Bear Creek	Yes	Complete - Issues	Walton, Jennifer	
M&M Dairy	Yes	Complete - Issues	Geiger, Jake	
Maple Valley Farms	Yes	Complete - Issues	1_NMFE	
Mill Stream Dairy	Yes	Complete - Issues	Walton, Jennifer	
Moen Farms	Yes	Complete - Issues	Easker, John	
Murphy Family Farms	Yes	Complete - Issues	Kiddy, Mike	
Niemuth, Brian	Yes	Complete - Issues	1_NMFE	
Petersen, Robert	Yes	Complete - Issues	Nysse, Nathen	
Quiet View Dairy	Yes	Complete - Issues	1_NMFE	
Rieckmann Farms	Yes	Complete - Issues	1_NMFE	
Romberg, Edward	Yes	Complete - Issues	1_NMFE	
Schoohs, Carl	Yes	Complete - Issues	Walton, Jennifer	
Shadee Elm Dairy	Yes	Complete - Issues	Much, Kyle	
Steinbach Farms	Yes	Complete - Issues	Nysse, Nathen	
Strebe, Walt	Yes	Complete - Issues	Geiger, Jake	

Stuebs Farms	Yes	Complete - Issues	Nysse, Nathen	
Sullivan Farm	Yes	Complete - Issues	1_NMFE	
Tank, Al and Penny	Yes	Complete - Issues	Kiddy, Mike	
Tellock, Ron	Yes	Complete - Issues	Paulson, Eric	
Tews, Todd	Yes	Complete - Issues	Kiddy, Mike	
Town Line Farms	Yes	Complete - Issues	Nysse, Nathen	
Wepner Farms LLC	Yes	Complete - Issues	Knutzen, Paul	
Yaeger, Ken	Yes	Complete - Issues	Bolte, Charles	
Bartel, John	Yes	Complete - Compliant	Maass-Pate, Sara	
Bork, David	Yes	Complete - Compliant	Walton, Jennifer	
Bricco, Joe	Yes	Complete - Compliant	Maass-Pate, Sara	
C & J Farms	Yes	Complete - Compliant	Ott, Diane	
Charlind Farm Inc	Yes	Complete - Compliant	1_NMFE	
Curns, Jim	Yes	Complete - Compliant	Biscoe-Walton, Jennifer	
Dairy Licious Farms	Yes	Complete - Compliant	Nysse, Nathen	
Deerview Dairy	Yes	Complete - Compliant	1_NMFE	
Double Take Dairy	Yes	Complete - Compliant	Paulson, Eric	
Erickson, Randy	Yes	Complete - Compliant	Maass-Pate, Sara	
Fountain Valley Farms	Yes	Complete - Compliant	Nysse, Nathen	
Goli, Steve	Yes	Complete - Compliant	Easker, John	
Hass Farms	Yes	Complete - Compliant	1_NMFE	
Heideman, Dave	Yes	Complete - Compliant	1_NMFE	
Hein, Scott	Yes	Complete - Compliant	Maass-Pate, Sara	
Hidden Creek Farm	Yes	Complete - Compliant	Paulson, Eric	
Johnson, Dave	Yes	Complete - Compliant	Easker, John	
Kalbus, Larry	Yes	Complete - Compliant	Nysse, Nathen	
Krenke, Dean	Yes	Complete - Compliant	Much, Kyle	
Krueger, Keith	Yes	Complete - Compliant	McMahon, Dan	
Leder, Bob	Yes	Complete - Compliant	1_NMFE	
Long, Bruce	Yes	Complete - Compliant	1_NMFE	
Malueg, Ron	Yes	Complete - Compliant	Maass-Pate, Sara	

Manske, Matt	Yes	Complete - Compliant	Much, Kyle	
Much, Fran	Yes	Complete - Compliant	Biscoe-Walton, Jennifer	
Much's Riverside Dairy	Yes	Complete - Compliant	Quakkelaar, Caris	
Pethke, Dale	Yes	Complete - Compliant	Paulson, Eric	
Reetz, Scott	Yes	Complete - Compliant	Walton, Jennifer	
Richardson, Art	Yes	Complete - Compliant	1_NMFE	
Ruhoff, Tom	Yes	Complete - Compliant	1_NMFE	
Schultz, Mike and John	Yes	Complete - Compliant	Carlsen, Steven	
Sheridan Flats Dairy	Yes	Complete - Compliant	Easker, John	
Steingraber, Randy	Yes	Complete - Compliant	1_NMFE	
Steingraber, Wayne	Yes	Complete - Compliant	1_NMFE	
Strelow, Keith	Yes	Complete - Compliant	Paulson, Eric	
Tennie, Dave	Yes	Complete - Compliant	1_NMFE	
Triple D Dairy	Yes	Complete - Compliant	Walton, Jennifer	
UPride Dairy LLC	Yes	Complete - Compliant	Much, Kyle	
V N Grain Farms LLC	Yes	Complete - Compliant	1_NMFE	
Wilmilk Farms, LLC	Yes	Complete - Compliant	1_NMFE	
Zemple, Kendell	Yes	Complete - Compliant	Maass-Pate, Sara	
Bartell, Dan	SEE NOTES		4_No Plan Required	
Boyer, Duane	SEE NOTES			
Ceranske, Bruce	SEE NOTES		4_No Plan Required	
Oconnor, Gerard	SEE NOTES		4_No Plan Required	
Bartel, Joel	No		1_NMFE	
Bergsbaken Dar-rie	No		Bohn, Bill	
Bowers, David & Tim	No			
Brooks Dairy Farm	No			
Buschke, Greg	No		Schaumberg, Todd	
C Nehring Farms LLC	No			
Carda Farms LLC	No			
Clinton Farms	No		Nysse, Nathen	
Conradt, Lonnie and Troy	No		1_NMFE	

Ferg's White Clover Dairy	No	Schaumberg, Todd	
Frost Valley Farms	No	1_NMFE	
Gonzalez Farms	No		
Harper Dairy Farms	No		
Heideman, John	No	1_NMFE	
Heiman Heights	No		
Heimbruch, Steve	No	1_NMFE	
Henschel, Joel and Laurie	No	1_NMFE	
Lakeview Dairy Farms LLC	No		
Loehrke Farms	No		
LWCD_inHousePlans	No	3_NOT APPLICABLE - SEE	
Madden Dairy Farms	No		
Malueg Farms	No		
NewsomePeglow	No		
Nickel Farms	No	1_NMFE	
Piechowski, Dick	No		
Riesenberg Farms Inc	No		
Rodencal, Scott	No	1_NMFE	
Sandy Valley Farms	No		
Scheller, Bruce	No	1_NMFE	
Schuelke, Paul	No		
Seven Oaks Dairy	No		
Seward, Scott	No	Schaumberg, Todd	
Turners Fresh Market	No		
Valley Farms Inc	No		
Whitetail Valley Dairy LLC	No	Beckard, Kevin	
Zeuske, Eugene	No	2_SelfWritten !=NMFE	
Beyer, Rod	Had Past 590		
Binder, Marilyn	Had Past 590		
Birling Farms	Had Past 590		
Heart Rock Farm	Had Past 590	1_NMFE	

Helbach Farms	Had Past 590		
HH Farms	Had Past 590	1_NMFE	✓ 🗆 [
Huettl, Emily	Had Past 590	2_SelfWritten !=NMFE	
Jensen, Mark	Had Past 590	1_NMFE	
Johnson, Russ	Had Past 590		
Jueds, Jeff	Had Past 590		
Kersten, Toby	Had Past 590		
Lang, Larry	Had Past 590		
Larsons Dairy Farms	Had Past 590		
Malotky, Andrew	Had Past 590		
Petit, Alvin	Had Past 590		
Schmidts Hilltop Dairy	Had Past 590		<b>V V</b>
Schroeder, John	Had Past 590	Brugger, Matt	
Schuelke Hillside Farms	Had Past 590		
Vande Loo Farms	Had Past 590		
Zillmer, Bruce	Had Past 590		<b>V V</b>

### \$33,320 Left in 2020

Last Name PIECHOWSKI KUTCHENRITER EISENTRAUT REV TRUST JACKSON LAKE FARMS INC HEIMBRUCH VALLEY FARMS INC GORMAN	First Name  RICHARD C & GRACE L  TERENCE & JOSEPH  LARRY J & ARDYCE A  BRUCE E  JOEL RIESENBERG  THOMAS J & MARIE A	Addres N1060 HIGHWAY 22 E7015 KUTCHENRITER RD N4366 SUNNYVIEW RD E1244 JOHNSON RD N6954 COUNTY ROAD T N7854 STATE ROAD 22 E7748 COUNTY ROAD N	City WAUPACA CLINTONVILLE WAUPACA IOLA MANAWA BEAR CREEK MANAWA
BIRLING FARMS PRTNSHP ROE OPPERMAN RIESENBERG BIRLING REVOC TRUST NIEMUTH SAUER	DENNIS JR THOMAS A & SUE M JOHN LEON M & AMBER J BRIAN L & MICHELLE A	N12003 COUNTY ROAD N N11638 TOWN HALL RD E2629 COUNTY ROAD C E6187 STATE ROAD 22 N10955 COUNTY ROAD P E5374 COUNTY ROAD B E5602 GRUENSTERN RD	CLINTONVILLE MARION IOLA MANAWA IOLA MANAWA MANAWA MARION
LONG DOMASK HANDRICH TRINRUD MADDEN TELLOCK	BRIAN DORIAN R & LEANNE DAVID A & SUSAN L BRADLEY J & RUTH A DANIEL C & LISA M JOANNE S & RANDALL B	E4879 BELLEVIEW LN E1104 JOHNSON RD E6624 HANDRICK LN E1597 HAASE RD E8920 CRAIN RD	WEYAUWEGA IOLA CLINTONVILLE WAUPACA NEW LONDON CLINTONVILLE
HANDSCHKE BOWEN JENSEN GUSE	REX H & NANCY A MALCOLM H & LISA A	N5604 SHAMBEAU LAKE RD N2288 LIND CENTER RD	NEW LONDON OGDENSBURG WAUPACA MARION

LANG

LARRY J & CHERI M

N2279 COUNTY ROAD E

WAUPACA

Burmeister, Ivan

Fin + Dave Bowers 3 Add

Newsome - Peglow

= Contracted or completed