EXTENDED CONTRACT FOR REGIONAL HAZARDOUS MATERIALS RESPONSE TEAM SERVICES

JULY 1, 2011 THROUGH DECEMBER 31, 2011

Between

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

And

CITY OF MADISON, WISCONSIN

DATE: June 30, 2011

EXTENDED
CONTRACT FOR REGIONAL HAZARDOUS MATERIALS RESPONSE TEAM SERVICES

1.0 General Contract Information

1.1 **Parties:** This extended contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the City of Madison, Wisconsin (hereinafter "Contractor") for the provision of regional hazardous materials response team services as described herein and authorized under 1991 Wisconsin Act 104, as codified in §323.70 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving hazardous materials, the Division may assign and make available for use in any county, city or district, a regional hazardous materials response team.

WHEREAS, the Division desires to enter into this Agreement to establish Contractor as a Regional Hazardous Materials Response Team, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a Hazardous Substance Incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This extended Agreement shall continue from the date indicated on the notice of intent to award and shall be extended for an additional six months commencing July 1, 2011 through December 31, 2011.

2.0 Definitions

2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this extended Contract, together with the Notice of Intent to Award, Exhibits and Addenda. Exhibits and Addenda include the following:

Exhibit A	Request for Proposal and Addenda
Exhibit B	Madison Fire Department Proposal
Exhibit C	Notice of Intent to Award and Designation Letter
Exhibit D	Primary Response Area
Exhibit E	Six-month Budget

State means the State of Wisconsin.
Department means the State of Wisconsin, Department of Military Affairs.
Division means the Division of Emergency Management.
Regional Team means one of the eight (8) fire departments chosen by the Division to provide regional Level A hazardous materials response that meets the standards under 29 CFR 1910.120(q)(6)(iv), as further amended. Under §323.70(3), Stats., the Division may only contract with a local agency.
Contractor means the City of Madison, Wisconsin by whose Fire Department (City of Madison Fire Department) service or services will be performed under this Agreement.
Emergency means a situation which presents an imminent risk to public health, safety and/or the environment.
Level A Release means a release that meets the specifications under §323.02(11) of the Wisconsin Statutes.
Incident means any actual or imminent threat of release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.
Local Government Agency means a city, county, district or subdivision thereof.
Primary Response Area means the geographical region where the Contractor is principally responsible for providing regional hazardous response team services.
Regional Hazardous Materials Response Team means the Contractor and/or designated employees of the Contractor who are expected to respond to, control, and/or stabilize the actual or potential emergency release(s) of hazardous substances.
Responsible Party means the person(s), as defined in 42 U.S.C. §9606 and §9607, who possessed or controlled a hazardous substance which was discharged or who caused the discharge of a hazardous substance or who caused a potential release of a hazardous substance which caused the emergency to which Contractor has responded.

3.0 Statement of Work

3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide regional hazardous response team services within the boundaries of Contractor's assigned Primary Response Area as described in Exhibit D, attached hereto and incorporated by reference herein.

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous

materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but Contractor shall respond to the best of its abilities, subject to the terms of this Agreement.

3.2 **Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by Contractor and as is reasonably necessary to operate within the safety levels of a regional hazardous materials response team.

3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use Level A equipment and vehicles for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to a Level A release.

3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Level A vehicles, equipment and supplies under local authority, mutual-aid Agreements, or other contracts under local authority.

3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources within the Primary Response Area, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to Standard Operating Guidelines provided in Subsection 3.8 herein.

3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a level A response within Contractor's Primary Response Area, then if notice has been provided to the Division, the Contractor may decline a request for regional emergency hazardous material response.

3.8 **Standard Operating Guidelines:** Contractor and Division agree that regional response team operations will be conducted in accordance with Standard Operating Guidelines and "Call Out Procedure" that will be mutually approved by the parties to this Agreement.

4.0 Contractor Subsidy and Reimbursement

There are two types of Contractor costs under this Agreement: (1) Standby Costs, and (2) Team Response Costs. Each of these are discussed more fully below.

4.1 **Standby Costs:** As provided under §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually, commencing fiscal year 2011/12, under this Agreement for its approved standby costs as described in "Exhibit E", attached hereto and incorporated by reference herein. Said payments to regional emergency response teams for standby costs shall be made from the appropriation account under §20.465(3)(dd) of the Wisconsin Statutes. Such standby costs include, but are not limited to:

(1) Specialized Training Expenses: The Division shall, subject to available funding, provide advanced training and education to Contractor's employees. Requests for such training must be approved by the Division in advance.

All such other training must comply with the governmental regulations associated with assigned duties under this Agreement. Such costs may include training, personnel costs, and per diem/travel expenses in accordance with the State rates. Where the Contractor demonstrates that its employees already meet or exceed Division-approved standards, then the allocated training funds shall be authorized for transfer within the Contractor's account.

(2) Medical Surveillance: Contractor shall provide Baseline, Maintenance and Exit Physicals for each regional hazardous material response team

member.

(3) Response Vehicle(s) and Equipment Purchases: Standby costs provide for necessary equipment and supply purchases of Level A vehicle(s), supplies and equipment by Contractor. Where Contractor has obtained the required equipment contained on the Division-approved minimum required equipment list, allocated funds may be authorized for transfer within the Contractor's account. Title to any equipment purchased or fabricated pursuant to this Agreement shall be vested in Contractor. Such title shall be vested in the Contractor upon acquisition of the equipment or as soon as feasible thereafter.

The Division and Contractor acknowledge and agree that a primary project goal of the regional hazardous materials response team is to standardize Level A vehicles and equipment on a statewide basis.

4.2 **Standby Cost Expenditures:** It is the intent of the Division that funds allocated under Subsection 4.1 of this Agreement shall supplement existing, budgeted moneys of the Contractor to provide the services specified herein and may not be used to replace, decrease or release for alternative purposes the existing, budgeted moneys of or provided to the Contractor.

Further, the Division intends that funds allocated under Subsection 4.1 of this Agreement shall not be used by the local government agency to supplement, offset, replace, decrease or release any budgetary obligations for other municipal departments not directly connected or attached to Contractor.

Contractor shall submit to the Division, on an annual basis, an itemized list documenting expenditures made with standby funding. Said documentation shall be mailed by Contractor to the WEM Administrator at the address noted in Subsection 7.17 herein.

4.3 **Team Response Costs and Reimbursement:** Pursuant to §323.70(3) of the Wisconsin Statutes, Contractor shall be reimbursed for reasonable and necessary team response costs incurred in responding to a Level A release under this Agreement. Such team response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at the rates provided in "Exhibit B" to this Agreement.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described in "Exhibit B". Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel

expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

Pursuant to §323.70(3) Wis. Stats., Contractor shall be reimbursed by the Division for its necessary and reasonable emergency response costs and expenses related to services rendered under this Agreement.

Such reimbursable team response costs shall be limited to amounts collected by the Division pursuant to §323.70(4), Wis. Stats. and, under certain conditions, pursuant to the amounts appropriated under §20.465(3)(dr), Stats. Contractor shall be reimbursed by the Division in accordance with Subsections 4.4 and 4.6 herein.

4.4 **Direct Collection of Team Response Costs by Contractor:** In addition to Division reimbursement addressed in Subsections 4.2 herein, Contractor may elect to collect team response costs directly from the Responsible Party(s) and/or seek reimbursement for local agency response pursuant to §323.71 of the Wisconsin Statutes.

4.5 **Where No Responsible Party Can Be Identified or the Responsible Party is Unable to Pay Team Response Costs:** As previously mentioned in Subsection 4.2 and upon the election of Contractor, the Division shall bill the party(s) responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable Responsible Party, or if the Responsible Party is unable to pay, the Division agrees to reimburse Contractor's Team response costs from the emergency response supplement created under §20.465(3)(dr), Stats., only if the regional emergency response team has made a good faith effort to identify the person responsible under §323.70(3), Stats., and that person cannot be identified, or, if that person is identified, the team has received reimbursement from that person to the extent that the person is financially able or has determined that the person does not have adequate money or other resources to reimburse the regional emergency response team. To seek Division reimbursement from the emergency response supplement created under §20.465(3)(dr), Stats., Contractor must comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s) as well as the billing system requirements provided under Subsection 4.6 herein.

4.6 **Maximum Contract Subsidy:** This Agreement shall have a maximum contract subsidy of $95,064.67 for six months for stand-by costs as described in "Exhibit E"

to this Agreement. The Division certifies that sufficient funds are available and authorized within the Division's current appropriation or limitation. The maximum contract subsidy does not, however, include Contractor's team response costs as specified in Subsection 4.3 of this Agreement.

No additional Contractor subsidy or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement. The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations of the Division funds under §323.70(3), the amounts appropriated under §20.465(3)(dr) and subject to further payment as set forth above.

4.7 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an estimate of team response costs to the Division within ten (10) working days of the response. If the Contractor seeks Division reimbursement under §323.70(3), or from the emergency response supplement created under §20.465(3)(dr), Wis. Stats., Contractor shall file a Notice of Intent with the Division for response costs within thirty (30) days of the response. The Division will not bill responsible parties or reimburse Contractor from the emergency response supplement created under §20.465(3)(dr), Stats., unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, team administrative costs may be billed as part of the emergency costs.

The Division shall bill identified Responsible Party(s) within thirty (30) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the Responsible Party(s) before payment is made to the Contractor. Thereafter, if the Division successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's team response costs, if these have not been paid in their entirety, then applied to the Division's administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party(s), then the

Contractor shall not be required to reimburse the Division for payments previously made.

Where there is no identifiable Responsible Party, or if the Responsible party is unable to pay, the Division agrees to reimburse the Contractor's team response costs from the emergency response supplement created under §20.465(3)(dr), Stats., within thirty (30) days of receipt of Contractor's invoice and complete documentation. Contractor's claim for reimbursement from the emergency response supplement created under §20.465(3)(dr), Stats., shall contain such documentation as is necessary to support the Contractor's good faith effort to identify the Responsible party or to collect response costs from a Responsible Party(s) that is unable to pay. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

4.8 **Approval:** Contractor, when acting under this Agreement, may not respond without following the Division-approved "Call Out Procedure". Granting of response approval by the Division of Emergency Management's Duty Officer constitutes the Division's agreement to pay Contractor's team response costs under §323.70(3), Wis. Stats. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.

4.9 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.

4.10 **Worker's Compensation:** A member of a regional hazardous materials response team who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.70(5) of the Wisconsin Statutes.

4.11 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

4.12 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this

Agreement.

5.0 Liability and Indemnity

5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of regional hazardous materials response teams shall be agents of the State and protected and defended against tort liability under §323.41, Wis. Stats. For purposes of §895.46(1), Stats., members of the hazardous materials response team shall during authorized operations be considered agents of the State and the State will indemnify Contractor as required under §895.46(1), Stats. For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a regional hazardous materials emergency response team. Operations also include advanced training activities provided under this contract to the members of a hazardous materials response team, but does not include travel to and from the training.

5.2 **Civil liability exemption; regional and local emergency response team:** Under §895.483 Wis. Stats., 1) a regional emergency response team, a member of such a team, and a local agency, as defined in §323.70(1)(b), that contracts with the Division for the provision of a regional response team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.70(2); 2) a local emergency response team, a member of such a team, and the county, city, village or town that contracts to provide the emergency response team to the county, are immune from civil liability for acts or omissions related to carrying out responsibilities pursuant to a designation under §323.61(2m)(e); and, 3) a local emergency planning committee created under §59.07(146)(a)1, Stats., that receives a grant under §323.61 is immune from civil liability for acts and omissions related to carrying out its responsibilities under §323.61.

5.3 **Statutory Civil Immunity:** §895.4802 of the Wisconsin Statutes provides that a person is immune from civil liability for good faith acts or omissions related to assistance or advice which the person provides relating to an emergency or a potential emergency regarding either of the following:

(1) Mitigating or attempting to mitigate the effects of an actual or threatened discharge of a hazardous substance.

(2) Preventing or cleaning up or attempting to prevent or clean up an actual or threatened discharge of a hazardous substance.

(3) Any hazardous substance predictor or any person who provides the technology to enable hazardous substance predictions to be made is immune from civil liability for his or her good faith acts or omissions in

making that prediction or providing that technology.

The good faith of any hazardous substance predictor or any person who provides the technology to make a prediction is presumed in any civil action. Any person who asserts that the acts or omissions under subdivision three (3) above were not made in good faith has the burden of proving that assertion by clear and convincing evidence.

Under §895.4802(3)(c) of the Wisconsin Statutes, statutory civil immunity **does not** extend to acts or omissions which constitute gross negligence, or involves reckless, wanton or intentional misconduct. This is not intended to modify any right or duty under §895.4802, Stats.

Additional terms, definitions and exceptions to this statute are explained in §895.4802 of the Wisconsin Statutes.

5.4 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division, its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

6.0 Insurance Provisions

6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit G". The Certificate is required to be presented prior to commencement of this Agreement.

6.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 6.1. Minimum coverage shall be one million ($1,000.000) per occurrence combined single limit for automobile liability and property damage.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit G". The Certificate is required to be presented prior to commencement of this Agreement.

6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.

6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

7.0 Standard Contract Terms, Conditions and Requirements

7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between the regional team, the State or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team 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 Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they 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.

7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than $5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

7.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.

7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.

7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.

7.6 **Team Personnel Removal:** In the event that an individual team member is substantiated to have been negligent or unresponsive to the contractual requirements, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the regional hazardous material response team. A request by the Division to dismiss an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the team and/or fire department management in regard to employee discipline shall be at the sole discretion of the team and/or fire department management.

7.7 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

7.8 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time **for cause** by delivering thirty (30) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within sixty (60) days of said termination all payments made hereunder by the Division to the Contractor for work not completed or not accepted by the Division.

Contractor may terminate this Agreement **at will** by delivering ninety (90) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within sixty (60) days of said termination all payments made hereunder by the Division for standby

costs, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

(1) If Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the Agreement may be modified to accommodate a reduction or increase in funds.

(2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

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

7.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this Agreement.

7.11 **Executed Contract to Constitute Entire Agreement:** The contents of the RFP (including all attachments), RFP addenda and revisions, the Proposal of the Contractor, the Notice of Award, and additional terms agreed to, in writing, by the

Division and the Contractor shall become a part of the Agreement herein. The written Agreement 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.

7.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

7.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State 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 Agreement and which may in any manner affect the work or its conduct.

7.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

7.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

7.16 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.

7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of Legal Counsel, WING-LGL
WI Dept. of Military Affairs
PO Box 14587
Madison, WI 53714-0587

All notices required to be sent to Contractor under this section shall be directed to:

Fire Chief Debra H. Amesqua
City of Madison Fire Department
325 West Johnson Street
Madison, WI 53703-2295

7.18 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

7.19 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor.

7.20 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.

7.21 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.

7.22 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

7.23 **Construction of Agreement:** This Agreement is intended to be solely between

the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

7.24 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the RFP (including all attachments), RFP addenda and revisions, and the Agreement, it is agreed between the parties that the language in this extended Agreement shall prevail.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of June, 2011

_____

Brian M. Satula, Division Administrator

On Behalf of the City of Madison
A Municipal Corporation

Dated this ____ day of _____, 2011

Signature: _____
Printed Name: Paul R. Soglin
Title: Mayor
Address: 210 Martin Luther King Jr. Blvd., Room 403
City/State: Madison, WI Zip: 53703-3345

On Behalf of the City of Madison

Dated this ____ day of _____, 2011

Signature: : _____
Printed Name: Maribeth Witzel-Behl
Title: City Clerk
Address: 210 Martin Luther King Jr. Blvd., Room 103
City/State: Madison, WI Zip: 53703

On Behalf of the City of Madison

Dated this ____ day of _____, 2011

Signature: : _____
Printed Name: Dean Brasser
Title: Finance Director
Address: 210 Martin Luther King Jr. Blvd., Room 406
City/State: Madison, WI Zip: 53703

On Behalf of the City of Madison

Dated this ____ day of _____, 2011

Signature: : _____
Printed Name: Eric Veum
Title: Risk Manager
Address: 210 Martin Luther King Jr. Blvd., Room 406
City/State: Madison, WI Zip: 53703

On Behalf of the City of Madison Fire Department

Dated this ____ day of _____, 2011

Signature: : _____
Printed Name: Debra H. Amesqua
Title: Fire Chief
Address: 325 W. Johnson Street
City/State: Madison, WI Zip: 53703-2295

Approved as to form:

Dated this ____ day of _____, 2011

Signature: _____
Printed Name: Michael P. May
Title: City Attorney
Address: 210 Martin Luther King Jr. Blvd., Room 401
City/State: Madison, WI Zip: 53703

EXHIBIT A

A
REQUEST FOR PROPOSAL (RFP)
for:

REGIONAL HAZARDOUS MATERIAL RESPONSE TEAMS

RFP #93-2

Issued by:

STATE OF WISCONSIN
STATE EMERGENCY RESPONSE BOARD
Department of Military Affairs
Division of Emergency Government

October 5, 1992

Proposals must be submitted no later than

Tuesday, November 17, 1992 @ 3:00 p.m. C.S.T.

Late Proposals Will Be Rejected

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1.0 General Specifications

1.1 Introduction and Background

The State Emergency Response Board (SERB) was created by 1987 Wisconsin Act 342 and is responsible for administering the provisions of Title III of the 1986 federal Superfund Amendment and Reauthorization Act and WisAct 342, both pertaining to hazardous chemical substances.

Under 1991 Wisconsin Act 104, the SERB was given the additional responsibility to contract with no fewer than 7 and no more than 11 regional response teams, each of which will assist in the emergency response to Level A releases in a region designated by the board.

The Department of Military Affairs, Division of Emergency Government's charge is to prepare the state and its subdivisions to cope with emergencies resulting from enemy action and natural or man-made disasters. Placed within the division's Bureau of Technological Hazards are the staff resources which carry out the policy directives issued by the SERB and state law. Resources are also drawn from other state agencies as needed.

The Legislature has recognized the increasing risks presented by hazardous materials used in facilities throughout Wisconsin and transported on our state's roads. It also recognized that the sophistication needed to respond to the spill or release of some of these hazardous materials exceeds the capability and/or fiscal resources of most communities in the state. The need for a contract to deliver regional hazmat response services has been outlined in this Request for Proposal.

1.2 Procuring and Contracting Agency

This Request for Proposal (RFP) is issued by the Wisconsin State Emergency Response Board. The SERB is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement is Diane Sachse, Purchasing Agent.

Any contract resulting from this RFP will be administered by the SERB and the Department of Military Affairs, Division of Emergency Government. The contract administrator will be the SERB Chair or his/her designee.

1.3 Definitions

The following definitions are used throughout the RFP:

SERB means the State Emergency Response Board.
Department means the Department of Military Affairs.
Division means the Division of Emergency Government.
Regional Team means one of the 7 to 11 fire departments chosen by SERB to provide regional Level A HazMat response that meets the standards under 29 CFR 1910.120(q)(6)(iv) and NFPA 471 and 472. Under Chapter 166.215(1), the SERB may only contract with public organizations that meet the above listed standards.

Proposer means a fire department submitting a proposal in response to this RFP.
Emergency means a situation which presents an imminent risk to public health, safety or the environment.
Level A Release means a release that meets the specifications under Section 9, Chapter 166.20(ge), Wisconsin Statutes.

1.4 Clarification of the Specifications and Requirements

A pre-proposal conference will be held Monday, October 19, 1992 @ 2:00 p.m., Division of Emergency Government, Hill Farms State Office Building, 4802 Sheboygan Avenue, Madison, WI, Room 99A, to answer questions about the proposal. If additional information is necessary to assist the proposer in interpreting these specifications, written questions will be accepted until Friday, October 30, 1992, by:

Jayne Meyer, Acting Hazmat Coordinator
Division of Emergency Government
P.O. Box 7865
Madison, WI 53707
(608) 266-5531

Any clarifications made as a result of this conference or questions that have been submitted in writing will be provided in writing to all proposers within five (5) days of the above date.

1.5 Contract Term

Any contract resulting from this RFP shall become effective on the date indicated on the notice of intent to award and shall run for five (5) years from that date.

2.0 Preparing and Submitting a Proposal

2.1 General Instructions

The evaluation and selection of a Regional Team and the contract will be based on the information submitted in the proposal plus references and any required on-site visits (the need for which will be determined by the board or its representative) or oral presentations. Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.

Elaborate proposals (*e.g.* expensive art work), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by teams in replying to this RFP.

2.3 Submitting the Proposal

To be considered in the proposal evaluation process, six (6) copies of the proposal must be submitted to the SERB. All proposals must be packaged, sealed, and indicate the following information on the outside of the package:

- Proposer's name and address
- Request For Proposal title and number
- Proposal due date

The proposal package must be delivered to:

State Emergency Response Board
c/o Department of Military Affairs
Attn: Diane Sachse, WIAR-F
3020 Wright Street
P.O. Box 8111
Madison, WI 53708-8111
608-241-6409

All proposals must be received by the SERB on or before 3:00 p.m. C.S.T., Tuesday, November 17, 1992. Teams mailing their proposals must allow sufficient time for delivery of their proposals by the time specified. Proposals which are not received on time will not be accepted.

2.4 Proposal Organization and Format

The proposal should be typed and submitted on 8.5 by 11 inch paper. Proposals should be organized and presented in the order and by the number assigned in the RFP.

2.5 Oral Presentations and Site Visits

At the discretion of the SERB, proposers may be required to make oral presentations to clarify and verify the written proposals. In addition, the SERB or its representative(s) may make a site visit. These presentations and/or visits will be held subsequent to the receipt of the proposal to provide an opportunity for the applicant to clarify the proposal. The SERB will schedule a time and location for each oral presentation it requests. Refusal to honor the request for oral presentation or site visit may result in the rejection of the proposal.

3.0 Proposal Selection and Award Process

3.1 Proposal Scoring

All proposals submitted and accepted will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request oral presentations, and conduct an on-site visit and use the results in scoring the proposals. The evaluation committee's scoring will be tabulated and proposals ranked on the numerical scores received. If the geographical location of any of the proposals is duplicated, the highest score will prevail for that region.

3.2 Right to Reject Proposals and Negotiate Contract Terms

The SERB reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the SERB may negotiate a contract with the next highest scoring proposer.

3.3 Evaluation Criteria

I. Proposer's familiarity with Sec. 166.20 (1)(2)(3), 166.215 Wis. Stats. and associated regulations. (5%)

II. Personnel, Equipment and Costs (35%)

A. Experience and capability of the team and its members assigned to team

B. An inventory of the department/team's equipment, materials and supplies on hand that would be needed to respond to a Level A spill or release.

C. Training, both in-house and outside classroom

D. Availability of specialized staff and/or subcontractors to be utilized by team.

E. Team's Accounting and Billing System

III. Technical Capability and Approach to Meeting Requirements. (15%)

A. Completeness in meeting all specification requirements based on the applicant team's detailed proposal of how they would meet the requirements of the specifications.

B. Clarity and organization in concept development of the regional team.

C. A list of hazmat emergencies in which the department/team was the primary responder during the past two (2) years; plus proposer references.

IV. Cost Proposal (20%)

The extent to which the scope of work can be accomplished with the funds available as organized by the 5-year budget proposal. Funds available are up to $300,000 annually (in addition to costs recovered from responsible parties and SERB-sponsored training).

V. Geographical Location (25%)

(A) Physical location of team

(B) Size of proposed service area

(C) Access of major transportation routes/highways

(D) Response barriers

3.4 Notification of Award

Each proposer whose proposal is reviewed by the Evaluation Committee will receive written notice as to whom the SERB intends to award a contract.

After notification of the intent to award is made, and under the supervision of the Department of Military Affairs Purchasing staff, copies of proposals will be made available for public inspection between the hours of 8:00 a.m. and 4:00 p.m. at 3020 Wright Street, Madison, WI 53704.

3.5 Appeals Process for Notice of Intent to Award

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of "intent to protest" the "intent to award" a contract must be filed with Robert M. Thompson, Administrator, Division of Emergency Government, 4802 Sheboygan Avenue, Rm. 99A, P.O. Box 7865, Madison, WI 53707-7865, telephone (608) 241-6409, no later than five (5) working days after the notices of intent to award are issued.

The written protest must be received in his office no later than ten (10) working days after the notices of intent to award are issued.

The Administrator shall issue a written decision on any appeals within ten (10) working days of receipt.

The decision of the Administrator may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, provided the appeal alleges a violation of a statute or a provision of a Wisconsin Administrative Code.

4.0 General Proposal Requirements

4.1 Description of Project

Project Description

The SERB is issuing this Request for Proposal that will result in contracts for responding to Level A hazardous materials spills or releases.

Objectives

The SERB has three major objectives it is trying to accomplish with this RFP. They are:

(1) To provide prompt and adequate response services to any of the many types of hazardous material emergencies.

(2) To eliminate the need for individual procurement actions for each emergency situation.

(3) To speed up the emergency response process.

Needs

The SERB is seeking fire departments that can adequately and promptly respond to a Level A chemical emergency outlined in the Technical Requirements (Section 5.0) of this RFP.

4.2 Team Qualifications and Proposer References

Each regional team must be qualified to provide Level A response based on 29 CFR 1910.120(q)(6)(iv) and National Fire Protection Association Standards NFPA 471 and 472.

I. Each applicant regional team must provide a letter or resolution of concurrence from their authorizing authority.

II. Proposer must include in their RFP a list of organizations/companies which can be used as references for work performed of a similar nature as the Technical Requirements (Section 5.0) within the past two (2) years. Include name of organization/company, address, contact person's name and title, and telephone number.

4.3 Personnel, Equipment and Costs

Each applicant regional team shall include a strategic plan which describes how it will maintain its membership, its members' training and health certification, and its equipment and supplies. If a team does not meet the required standards [29 CFR 1910.120(q)(6)(iv) and NFPA 471 and 472] at the time this proposal is submitted, outline the personnel, training, equipment or other materials needed and the proposed time frame for meeting the requirements.

I. Staff Qualifications/Experience

Each applicant regional team must provide in the proposal:

A. Categories of personnel to be used for this contract.

B. Number of personnel in each category, wages (be specific: hourly or monthly rate) in each category, years of experience per individual to be used on the team.

C. Number of additional personnel needed in each category.

D. A description of the team's organizational structure including chain of command, field command system, and auxiliary personnel (*i.e.* training coordinator, medical recordskeeper). Include Organizational Chart.

E. List the area/cities/towns from which the team will draw its membership.

II. Equipment

Each applicant regional team must provide specifications on the types and quantities of hazmat response equipment, hardware and supplies owned or available for use by the team. Also include the following information:

A. Vehicle(s) make, model, age, approximate value and replacement time frame

B. Types, quantities and costs of additional necessary vehicles purchases

C. Durable equipment and projected replacement dates of durable equipment and costs

D. Types, quantities and costs of additional necessary durable equipment purchases

E. Replacement budget for consumable supplies

III. Training

List types of training:

A. In-house

B. Outside classroom

IV. Specialized Staff and/or Subcontractors

List available specialized staff and/or subcontractors to be utilized by the team. List contact person name and title, and phone number of these groups.

V. Team's Accounting and Billing System

Each applicant regional team must provide in the proposal:

A. Chargeback Schedule for personnel, equipment and materials to a responsible party

B. Medical costs for monitoring personnel

C. Laboratory costs, if any

D. Supplies and materials (*e.g.* phone, postage)

5.0 Technical Requirements

5.1 Team Response Tasks

The objectives of emergency response actions are to:

1. Protect life
2. Identify and control the source of the spill or release
3. Prevent or abate the migration of the spill or release

The tasks identified below are the minimum needed to complete a hazardous material emergency response in the State of Wisconsin. This was done to give the proposers an idea of what is expected in each response report.

A. Upon notification, the Regional Team shall immediately respond to the incident as appropriate.

B. The team shall provide the following documentation as part of the emergency response activities:

1. Photo documentation of emergency, if possible and/or practical.
2. Written report with actions noted.

The team shall prepare and submit a report for each response incident. The report shall include a detailed accounting of the response incident including, but not limited to:

a. Date and time team was notified, time of response
b. Identity of notifying agent
c. Spilled substance type, quantity, and source, including specific actions taken to mitigate further migration and source control
d. Itemized copy of bill for submission to responsible party

e. Accurate documentation and testimony for litigation involving costs incurred
f. Accounting of injuries and exposures of Team personnel
g. Identity of unit in charge of scene upon departure of regional team

C. Disposal

Proposer shall include a list of resources available to provide licensed transport and disposal of hazardous substances.

D. Access Restriction

The team shall provide or arrange for adequate access restrictions as needed at the site. This can include the construction of fencing or other barriers to restrict access and secure the site.

5.2 Team Capability History

Describe the team/department's capabilities and experience, in the last two (2) years, providing similar tasks to those required. Be specific and identify incidents, dates and results.

6.0 Cost Proposal

Supply a five (5) year budget proposal for completion of team development and maintenance. List breakdown of costs for where and how funds will be used.

The funding ceiling is $300,000 annually (in addition to costs recovered from responsible parties and SERB-sponsored training).

7.0 Geographical Location

Each applicant Regional Team must provide in the proposal:

I. Description of its actual physical location and the location of stored equipment, if different from above.

II. Show on a map the geographical area the team will be able to serve and the approximate response times to the limits of the area.

III. List access to major transportation routes/highways.

IV. List response barriers, natural and/or man-made, and other unique access or geographical features that will assist or hinder response.

8.0 Standard Contract Terms, Conditions and Requirements

8.1 Acceptance of Proposals Contents

The contents of the proposal, including any amendments or addenda, of the successful team will become contractual obligations if procurement action ensues, with the exception or addition of negotiated items.

8.2 Certification of Independent Cost Determination

By signing this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

8.2.1 The costs and information in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such with any other proposer or with any competitor information;

8.2.2 Unless otherwise required by law, the costs and information which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the 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 respondent or to any competitor; and

8.2.3 No attempt has been made nor will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

8.2.4 Each person signing this proposal certifies that:

He/She is the person in the 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 above; or

He/She is not the person in the 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 8.2.1 through 8.2.3 above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to above.

8.3 Disclosure of Independence and Relationship

Prior to award of any contract, an applicant regional team shall certify in writing to the procuring agency that no relationship exists between the applicant regional team and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the team 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 applicant regional team will not be adverse to the interest of the state.

Regional teams shall agree as part of the contract for services that during performance of the contract, they 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.

8.4 Dual Employment

Section 16.417, Wis. Stats., prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than $5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

8.5 Employment

Regional teams will not engage the services of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this agreement without the written consent of the employer of such person or persons and of the Department of Military Affairs and the SERB.

8.6 Liability

A member of a regional emergency response team who is acting under a contract, is an employee of the state for the purposes of workers compensation benefits under Section 166.215(4). Section 17, 895.483 Civil liability exemption: A regional emergency response team and a member of such team are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract.

8.7 Conflict of Interest

Private and non-profit corporations are bound by ss. 180.355 and 181.225, Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

8.8 Recordkeeping and Record Retention

The regional team shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting principles, and consistent with federal, state and local ordinances. The SERB shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this RFP held by the contractor. The regional team shall retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

8.9 Team Personnel Removal

In the event that an individual team member is alleged to have been negligent or unresponsive to the contractual requirements, the SERB may require the removal of this member from the team. Upon the receipt of the written notice of the required removal of the team member from the SERB, the team member shall be immediately removed from the team. A request by the SERB to dismiss an employe shall not constitute an order to discipline or discharge the employe. All actions taken by the team and/or fire department management in regard to employe discipline shall be at the sole discretion of the team and/or fire department management.

8.10 Hold Harmless

The SERB, the Division of Emergency Government, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employes. This shall include, but not limited to, charges of discrimination, harassment, and discharge without just cause.

8.11 Termination of Agreement

The SERB may terminate any contract resulting from this RFP at any time for cause by delivering 30 days written notice to the regional team. Upon termination, the SERB's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the SERB. A regional team may terminate this agreement after the five (5) year contract period. Earlier contract termination may be granted by the SERB for extraordinary circumstances. In the event the regional team terminates this agreement for any reason whatsoever, it will refund to the SERB within 60 days of said termination all payments made hereunder by the SERB to the regional team for work not completed or not accepted by the SERB. Any termination, by the team, will require written notice to that effect to be delivered to the SERB not less than six (6) months prior to said termination.

8.12 Prime Contractor and Minority Business Subcontractors

In the event a regional team subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the contract. When subcontractors are used, this should be clearly explained in the proposal. However, the regional team will be responsible for contract performance whether or not subcontractors are used.

The successful regional team will be encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

The Department of Military Affairs will require from the successful teams a quarterly report of purchases of such supplies and services necessary for the implementation of the contract.

8.13 Executed Contract to Constitute Entire Agreement

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, the proposal of the successful regional team, and additional terms agreed to, in writing, by the SERB and the regional team shall become part of the contract. Failure of the successful regional team to accept these as part of the contractual agreement may result in a cancellation of award.

8.14 News Releases

News releases pertaining to this procurement or any part of the proposal shall not be made without the prior approval of the SERB.

9.0 Required Forms

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.4. Blank forms are attached:

Attachment A - Affidavit
Attachment B - Designation of Confidential and Proprietary Information
Attachment C - Standard Terms and Conditions
Attachment D - Quarterly Minority Business Report

AFFIDAVIT

ATTACHMENT A

THE PROPOSER MUST COMPLETE AND SUBMIT THIS AFFIDAVIT WITH HIS/HER PROPOSAL.

PROPOSER PREFERENCE: Please indicate below if claiming a proposer preference.

☐ Minority Business Preference (s. 16.75(3m), Wis. Stats.) - Must be certified by the Wisconsin Department of Development (DOD). If you have questions concerning the certification process, contact DOD, 8th floor, 123 W. Washington Ave., Madison, WI 53702; (608) 267-9550.

AMERICAN-MADE MATERIALS:

The materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

AFFIRMATIVE ACTION PLAN:

In accordance with s. 16.765(2)(a), Wis. Stats., as implemented by Wisconsin Administrative Code 50, please state if an affirmative action plan is on file with the State of Wisconsin.

☐ Yes ☐ No ☐ Unknown

In signing this proposal, we also certify that we have not either, directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm or public organization to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions, and specifications required by the State of Wisconsin in this Request for Proposal and the terms of our proposal.

Name_____ Title_____
(Type or Print)

Signature_____ Fire Dept._____

Date_____ Telephone Number_____

Fire Dept. Federal Employer Identification No._____
(To assure accurate proposer identification for billing purposes)

STATE OF WISCONSIN
DOA-3027 (R10/89)

ATTACHMENT B

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal #_____ includes proprietary and confidential information which qualifies as a trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

This does not apply to bid or proposal prices. Prices are always open. Other information usually cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply: 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

_____
Name-Authorized Representative

_____
Signature – Authorized Representative

_____
Company Name

EXHIBIT A

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 conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

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

A good faith dispute creates an exception to prompt payment.

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

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

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

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

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

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

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

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.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

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

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

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

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

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

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

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

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.

EXHIBIT B

Due to the length of the document, the Proposal submitted by the Contractor to RFP #93-2 is available for public inspection and reproduction, during regular business hours, at the Office of Legal Counsel, WI Department of Military Affairs, 2400 Wright Street, Room 203, Madison, WI 53704. Appointments can be requested at (608) 242-3072.

EXHIBIT C

State of Wisconsin \ STATE EMERGENCY RESPONSE BOARD

4802 SHEBOYGAN AVENUE ROOM 99A
P O BOX 7865
MADISON WISCONSIN 53707-7865
TELEPHONE (608) 266-3232

December 17, 1992

Mr. Wayne Wolf, Fire Marshal
Madison Fire Department
325 W. Johnson Street
Madison, WI 53703

Dear Mr. Wolf:

The State Emergency Response Board has selected the following communities' proposals to negotiate a final contract to provide Regional Hazardous Materials Response Teams:

1. Racine
2. Milwaukee
3. Appleton
4. Madison
5. Superior
6. Wausau
7. Chippewa Falls/Eau Claire

It is the intent of the State Emergency Response Board to negotiate the final contract to meet the statewide needs for Regional Hazardous Materials Response Teams. This letter is thus only to be considered notice of intent to contract and does not constitute a contractual commitment.

The State Emergency Response Board through the Administrator of the Division of Emergency Government, the purchasing agent for the Department of Military Affairs and such other personnel as are deemed necessary, shall serve as a negotiating team to negotiate the terms of a final contract. The terms of this contract will include such things as description of the geographic area, the make-up of the response team and its equipment and minimum financial needs of the team, as well as other concerns as are statutorily required.

The State Emergency Response Board wishes to thank those communities who submitted proposals which were not selected.

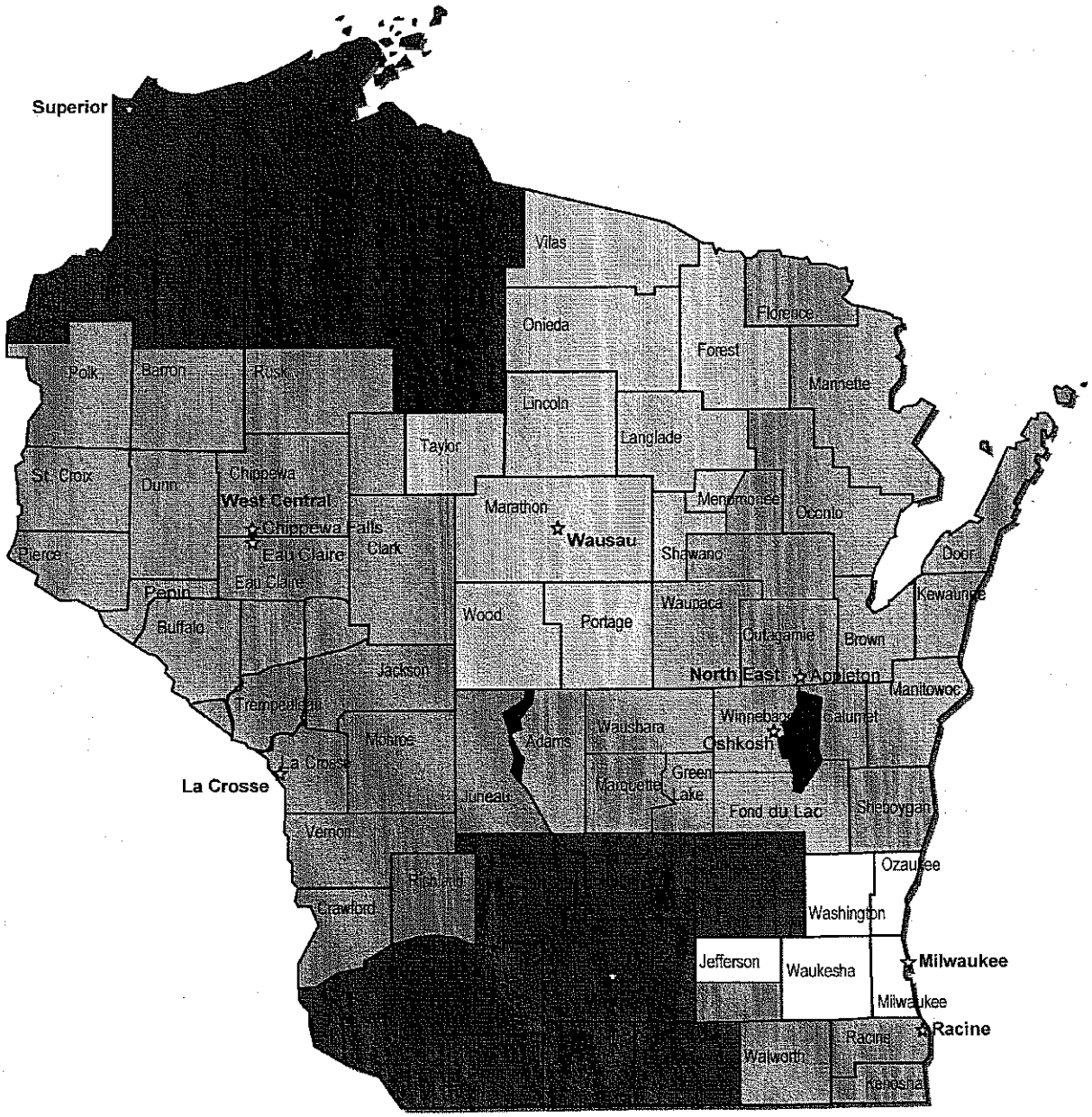
Sincerely,
FOR THE STATE EMERGENCY RESPONSE BOARD:

Diane E. Sachse

Diane E. Sachse
Purchasing Agent
Wisconsin Department of Military Affairs

Exhibit D – Primary Response Areas

Regional Response Team Area Coverage



Wisconsin Emergency Management,

Regional Response Team System

EXHIBIT E

REGIONAL HAZARDOUS MATERIALS RESPONSE TEAMS BUDGETS JULY 1, 2011 THROUGH DECEMBER 31, 2011

TEAM NAME	CURRENT 7/1/10 – 6/30/11	ANNUAL *PRO RATA* SHARE Based on reductions in AB 40/SB 27 (In percentages)	ADJUSTMENTS (1.5% of each annual share allocated to Wausau)	TOTAL (annual)	PROPOSED 7/1/11 – 12/31/11 (6 months with adjustments)
APPLETON/ OSHKOSH	$196,228	$176,606.14 (.1415786%)	- $2,649.09	$173,957.00#	$86,978.50
EAU CLAIRE/ CHIPPEWA FALLS	$178,263	$160,436.59 (.1286168%)	- $2,406.54	$158,030.00#	$79,015.00
LA CROSSE	$118,523	$106.670.66 (.0855144%)	- $1,600.06	$105,070.60	$52,535.30
MADISON	$214,472	$193,024.79 (.1547417%)-	- $2,895.37	$190,129.42	$95,064.67###
MILWAUKEE	$303,087	$272,778.18 (.2186774%)	- $4,091.67	$268,685.51##	$134,342.75
RACINE	$121,268	$109,141.13 (.0874949%)	- $1,637.11	$107,504.02	$53,752.01
SUPERIOR	$148,827	$133,944.19 (.1073787%)	- $2,009.16	$131,935.03	$65,967.52
WAUSAU	$105,332	$94,799.50 (.0759975%)	+$17,289.00	$112,088.50	$56,044.25
TOTAL:	$1,386,000*	$1,247,400** (100%)	--	$1,247,700	$623,700***

* GPR appropriation ending State Fiscal Year 2011 (June 30, 2011)
** Total GPR appropriation as reduced in the proposed Biennial Budget Bill (AB 40/SB 27)
*** Reflects six (6) months payment of the yearly GPR appropriation
# Reflects 5 cents reduction due to rounding
Reflects $1.00 reduction due to rounding
Reflects 4 cents reduction due to rounding