

CONDITIONS OF PURCHASE

ENTIRE AGREEMENT

Furnishing of items and fulfillment of services by the supplier under this purchase order constitutes an agreement to the **City of Madison Standard Terms and Conditions (STC)** and all applicable terms and conditions as specified in any Request for Bid, Quotation or Proposal and the Conditions of Purchase on this form. (For a copy of STC, go to: <http://www.cityofmadison.com/purch/STC20090116.pdf> or contact Purchasing Services at (608) 266-4521.) The STC shall apply to this purchase order except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Further, the purchase 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 City of Madison. If this Purchase Order is attached to, cross-referenced in, or issued in conjunction with a City of Madison contract, and there is a conflict in language between this Purchase Order and the Contract, the language of the Contract shall control.

F.O.B. DESTINATION

Unless indicated otherwise elsewhere in the order, the supplier shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

INVOICING INFORMATION

- a. Send **duplicate** invoices directly to Accounts Payable:
**City of Madison Accounting Division,
210 ML King Jr. Blvd, Rm. 406,
Madison, WI 53703-3345.**
- b. Do not send invoices to the SHIP-TO address.
- c. Reference the Purchase Order or Limited Purchase Order number on all invoices.
- d. Show discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- e. The City will pay properly submitted Contractor invoices within thirty (30) days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the Contractor is notified in writing by the City of a dispute before payment is due.
- f. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

APPLICABLE LAW

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

INDEMNIFICATION

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by negligent acts of the City, its officers, officials, agents or its employees.

INSURANCE

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated: The Contractor shall not commence work under this contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the Risk Manager.

▪ Commercial General Liability

Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: Bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability in the same amount.

▪ Worker's Compensation

Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor, as required by Wisconsin Worker's Compensation Law.

▪ Automobile Liability

Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: \$1,000,000 combined single limits for bodily injury, and property damage.

Validity of this purchase order is dependent upon your meeting the insurance requirements stated above.

PREVAILING WAGE RATE

When skilled labor is required for any service project, the Contractor warrants that the current minimum rate of wage scale established by the Common Council, under provisions of Section 23.01 of the Madison Ordinances, be paid to all trades and occupations. Wage scale is on file with the City of Madison Clerk. Additional information is available on our website: <http://www.cityofmadison.com/purch.html>

LIVING WAGE (Applicable to contracts exceeding \$5,000)

The Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison Ordinances.

NONDISCRIMINATION

In the performance of the services under this agreement, the Contractor agrees not to discriminate against any employee, applicant or subcontractor who offers to subcontract on this contract because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

AFFIRMATIVE ACTION

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year in which the contract takes effect is more than twenty-five thousand dollars (\$25,000), will be required to file, within thirty (30) days of award of contract, an affirmative action plan that is designed to insure that the contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minority or persons with disabilities. [Madison Ordinance, Section 3.58(9)]. The Model Affirmative Action Plan for Suppliers, Request for Exemption form, and instructions are available at: <http://www.cityofmadison.com/dcr/aaForms.cfm> or by contacting the **City of Madison Affirmative Action Department, Attn: Contract Compliance Monitor at (608) 267-8786.**

Further, the Contractor shall allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.

SWEATFREE PROCUREMENT OF ITEMS OF APPAREL

Section 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. The contractor shall follow labor practices consistent with international standards for human rights, meaning that, at a minimum contractor shall adhere to the minimum employment standards found in section 4.25 of the Madison General Ordinances and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec.4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or products from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all levels of the supply chain. The standards in sec.4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances. Additional information is available in our standard terms and conditions at <http://www.cityofmadison.com/purch/STC20090116.pdf>.