

CONDITIONS OF PURCHASE Rev. 10-26-22

ENTIRE AGREEMENT Furnishing of items and/or fulfillment of services under this purchase order by the vendor named on the front of this form ("vendor," "Contractor" or "you") constitutes a contract between you and the City of Madison, a Wisconsin municipal corporation, and your agreement to (i) the City of Madison Standard Terms and Conditions ("STC") (available at www.cityofmadison.com/finance/documents/purchasing/STC.pdf or by calling 608-266-4671), (ii) the Request for Bids, Quotations or Proposals (if any), and (iii) these Conditions of Purchase, all of which are incorporated by reference herein (hereafter, "PO"). This PO (including the documents incorporated by reference) is the entire agreement and no other terms or conditions, oral or written, shall be effective or binding unless expressly agreed in writing by the City of Madison, such as a Contract (defined below.) If this PO is issued in conjunction with another written instrument signed by an authorized representative of the City and the vendor in a form approved by the City Attorney ("Contract"), and there is a conflict in language between this PO and the Contract, the Contract shall control. **If a vendor document, such as a quote, order form, invoice, or linked terms and conditions includes a statement that disclaims a purchase order, terms and conditions on a purchase order, or other customer terms and conditions, or a statement that the vendor document is the "entire agreement," such statement is rejected and superseded by this PO unless the City has expressly agreed otherwise in writing signed by an individual authorized to do so.**

F.O.B. DESTINATION Unless otherwise agreed in writing, vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

INVOICING INFORMATION

- Send invoices directly to the procuring agency.
- Reference the Purchase Order number on all invoices.
- 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 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.
- The City will pay properly submitted Contractor invoices within 30 days of receipt, for completed and accepted deliveries of specified services and/ or goods, unless the City notifies the Contractor in writing of a dispute, before payment is due.
- Invoices submitted not in accordance with these instructions will be removed from the payment process and returned.

APPLICABLE LAW, VENUE This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The venue for disputes arising hereunder will be in a court of competent jurisdiction within the State of Wisconsin.

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/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents or its employees.

INSURANCE Contractor will insure, and require each subcontractor to insure against the following risks to the extent stated below. Contractor shall not commence work under this PO, nor shall Contractor allow any Subcontractor to commence work, until said insurance has been obtained and certificate(s) of insurance approved by the City Risk Manager:

- **Commercial General Liability.** Covering as insured the Contractor and naming the City, its officers, officials, agents and employees as additional insureds, with minimum limits of \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount and apply on a primary and non-contributory basis.
- **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 with minimum limits of \$1,000,000 combined single limit per accident, covering owned, non-owned and hired automobiles. Contractor and/or Insurer shall give City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above required policies during the term of this PO. Certificate Holder should be listed as: City of Madison, ATTN: Risk Management, Room 406, 210 Martin Luther King, Jr. Blvd., Madison, WI 53703.

NONDISCRIMINATION During the term of this PO, the Contractor agrees not to discriminate against any employee or applicant for employment 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, gender identity, political beliefs, or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this PO because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin. For purposes of this nondiscrimination clause, the term of this PO shall continue until the City's payment obligation is complete, unless another term is listed on the front of the PO or in a signed Contract.

AFFIRMATIVE ACTION If contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO is in effect, Contractor shall file, within thirty (30) days from the PO effective date and BEFORE RELEASE OF PAYMENT, an **Affirmative Action Plan** designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, people of color or persons with disabilities. The model Affirmative Action Plan for Vendors, Request for Exemption form, and instructions are available at: www.cityofmadison.com/civil-rights/contractcompliance/vendors-suppliers/forms or by contacting the **City of Madison Affirmative Action Division, Attn: Contract Compliance Specialist at (608) 266-4910 or aaflan@cityofmadison.com**. Such contractors are further required to comply with all applicable provisions of Madison General Ordinances, Sec. 39.02(9)(e) including the "Articles of Agreement" (See www.municode.com). Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO.

If Contractor employs 15 or more employees, regardless of dollar amount, Contractor must notify the City of all external job openings at locations in Dane County, WI and Contractor agrees to interview candidates referred by the City or its designee. Job posting information is available at: www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-forsustainable-employment-raise-program

NONDISCRIMINATION BASED ON DISABILITY IN CITY-ASSISTED PROGRAMS AND ACTIVITIES (CITY FINANCIAL ASSISTANCE) If this PO is for City Financial Assistance, you must comply with section 39.05 of the Madison General Ordinances, "Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities," and ensure any subcontractor who performs any part of this work complies with sec. 39.05. You shall not, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;
3. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of your program;
6. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service, or by others using City facilities.

You must post notices in an accessible format describing the provisions of Sec. 39.05.

SWEATFREE PROCUREMENT OF APPAREL If this PO is for the purchase, rental, or cleaning of garments or items of clothing, any part of which is a textile, or shoes/ footwear ("Apparel") in the amount of \$15,000 or more of the same brand name, or \$15,000 or more of a specific item of apparel, then Madison General Ordinances Sec. 4.25 "Procurement of Items of Apparel", is incorporated and made part of this PO. See MGO 4.25(2) for definitions, applicability, and exceptions at www.municode.com. Contractor shall follow labor practices consistent with international standards for human rights and shall adhere to the minimum employment standards in Sec. 4.25, and require all subcontractors and third-party suppliers to do the same. For purposes of Sec.4.25, "Subcontractor" means an entity that enters into a contract with Contractor for performance of some or all of the City-contracted work and includes all third party suppliers or products from whom Contractor or its contractors sources goods, parts or supplies for use on this PO, and is intended to include suppliers at all levels of the supply chain. Sec. 4.25 shall apply to all aspects of Contractor's and subcontractor's operations, including manufacture, assembly, finishing, laundering or dry cleaning (where applicable), warehouse distribution, and delivery.

GASB COMPLIANCE When applicable, during the term of this PO and for twelve (12) months thereafter, Contractor shall provide all information requested by the City and/or its auditor relating to the City's compliance with applicable Government Accountability Standards Board (GASB) standards, including GASB Statement No. 87 (Leases) and GASB Statement No. 96 (Subscription-Based Information Technology Arrangements). If applicable, Contractor shall structure its activities, invoices, and record-keeping under this PO to provide all necessary cost elements for GASB compliance, including but not limited to: Lease Term in Years, Discount Rates, Separates Multiple components (Equipment from Software), Lease Incentives, Buy-Outs, Amendments to the Terms, and cooperate with all requests of the City/auditor for its GASB compliance. Contractor shall comply with all applicable Securities and Exchange Commission (SEC) regulations. For purposes of this clause, the term of this PO shall continue until the City's payment obligation is complete, unless another term is listed on the front of the PO or in a signed Contract.

IT NETWORK CONNECTION POLICY If this PO includes services such as software support, maintenance, network services, and/or system development services and will require a Network Connection to the City of Madison's Network (as defined in the following link), the Network Connection Agreement found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of this PO and Contractor agrees to comply with all of its requirements.