

CONDITIONS OF PURCHASE - CDA 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 the vendor and the Community Development Authority of the City of Madison, a Wisconsin housing and community development authority under Wis. Stat. sec. 66.1335 ("CDA"), and the vendor's agreement to all applicable terms and conditions as specified in any request for bids, proposals, or quotations or solicitation and the Conditions of Purchase on this form, except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Further, this PO with any referenced 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 CDA. If this PO is issued in conjunction with another written instrument signed by an authorized representative of CDA and the vendor ("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 contract, 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terms and conditions, or a statement that the vendor document is the "entire agreement," such statement is rejected and superseded by this PO unless CDA has expressly agreed otherwise in writing, signed by an authorized individual.**

U.S. Housing and Urban Development (HUD) Requirements. Certain functions of CDA, including the Public Housing Authority, are funded by the U.S. Department of Housing and Urban Development. This purchase incorporates by reference all applicable mandatory contract clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 2 CFR 200. Such contract clauses may include but are not limited to those found in the following forms, as applicable: HUD-5370-C "General Conditions for Non-Construction Contracts Section I (With or Without Maintenance Work)," HUD-5370-C "General Conditions for Non-Construction Contracts Section II (With Maintenance Work)," HUD-5370 "General Conditions for Construction Contracts-Public Housing Programs" (Construction/Development Contracts Greater than \$150,000), HUD-5370-EZ "General Contract Conditions for Small Construction/Development Contracts," or Table 5.1 of HUD Procurement Handbook 7460.8 (Small Purchases other than Construction).

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 CDA's dock.

INVOICING INFORMATION

- Send invoices directly to the procuring agency.
- Do not send invoices to the SHIP-TO address.
- 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 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.
- CDA 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 of a dispute before payment is due.
- Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

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 Community Development Authority of the City of Madison, the City of Madison, and their officers, officials, agents, and employees (the "Indemnified Parties") 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 Indemnified Parties 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 the negligence of the Indemnified Parties.

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 Community Development Authority of the City of Madison, the City of Madison, and their 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 CDA 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: Community Development Authority of the 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 CDA'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 CDA or the City of Madison 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/contract-compliance/vendors-suppliers/forms or by contacting the City of Madison Affirmative Action Division, Attn: Contract Compliance Specialist at (608) 266-4910 or aaplan@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). Further, Contractor shall 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-for-sustainable-employment-raise-program

GASB COMPLIANCE When applicable, during the term of this PO and for twelve (12) months thereafter, Contractor shall provide all information requested by CDA and/or its auditor relating to CDA'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 CDA'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.