

CONDITIONS OF PURCHASE - PUBLIC HEALTH - MADISON AND DANE COUNTY (PHMDC) Rev. 10-26-22

APPLICABLE TERMS, 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 Board of Health for Madison and Dane County, a city-county board of health with the powers and duties set forth in Wis. Stats. sec. 251.04, on behalf of Public Health-Madison and Dane County ("PHMDC"), and your agreement to all applicable terms and conditions as specified in any Request for Bid, Quotation or Proposal 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 Purchase Order 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 PHMDC. If this PO is issued in conjunction with another written instrument covering this purchase that is signed by an authorized representative of PHMDC and the vendor in a form approved by PHMDC ("Contract"), and there is a conflict in language between this PO and the Contract, the language of the Contract shall control. **If a vendor document, such as a quote, order form, invoice, or contract, includes a statement that disclaims the applicability of 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or a statement that the vendor document is the "entire agreement," such statement shall be deemed rejected and superseded by this PO unless PHMDC has expressly agreed otherwise in writing.**

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

- Send invoices directly to:

PHMDC CCB 507

210 MARTIN LUTHER KING JR BLVD ROOM 507

MADISON, WI 53703

- 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.

- PHMDC 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 PHMDC 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 This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any suit or other dispute under this Purchase Order that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin.

INDEMNIFICATION & INSURANCE

- Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the Board of Health for Madison and Dane County, Public Health - Madison and Dane County, the City of Madison, and the County of Dane, and their officers, officials, agents, boards, committees/ commissions, agencies and employees (collectively, the "Indemnified Parties") against any and all liability, loss or expense (including liability costs and attorney's fees) by reason of any claim or suit or liability imposed by law upon the Indemnified Parties for damages for any reason, including but not limited to property damage or loss of use thereof, bodily injury, or death at any time resulting therefrom, sustained by any person or persons arising from, in connection with, caused by or resulting from the Contractor's acts or omissions in the performance of this contract. The obligations of Contractor under this paragraph shall survive the expiration or termination of this Contract.

- Contractor shall obtain and at all times during the term of this Contract keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. PHMDC shall be given ten (10) days advance notice of cancellation or nonrenewal. Contractor shall furnish the Risk Manager for Dane County with a certificate of insurance listing BOHMDC, PHMDC, the City of Madison and the County of Dane as additional insureds and, upon request, certified copies of the required insurance policies. If Contractor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the effective date of this Contract. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. Contractor shall maintain coverage for the duration of any work to be performed under this PO or the term of any contract referenced herein, and for two (2) years following its completion. Contractor shall furnish the Dane County Risk Manager, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. Contractor shall furnish the Dane Co. Risk Manager with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. On Claims-Made policies, either Contractor or PHMDC may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Contractor. Contractor shall furnish evidence of adequate Worker's Compensation Insurance.

If any work is sublet or subcontracted under this PO, Contractor shall furnish evidence that each subcontractor has in force insurance policies providing the identical coverage required above.

PHMDC, acting at its sole option through its Risk Manager, may waive any and all requirements contained herein, in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by the Risk Manager for PHMDC.

NONDISCRIMINATION (Dane Co. Ord. 19.54) During the term of this Agreement, Contractor agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

Civil Rights, Affirmative Action, Disability Right (DCO 19.54, .56) Civil Rights Compliance: If CONTRACTOR has 20 or more employees and receives \$20,000 in annual contracts with PHMDC and is not otherwise exempt by Dane County ordinance, CONTRACTOR shall submit to the Dane Co. Office of Equal Opportunity a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990.

Affirmative Action: If CONTRACTOR has twenty (20) or more employees and receives \$20,000 in annual contracts with PHMDC, CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accordance with Ch. 19 of the Dane County Ordinances. The AA plan shall be filed within fifteen (15) days of the effective date of this PO and failure to do so shall constitute grounds for immediate termination of this Agreement by PHMDC. CONTRACTOR shall also submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Contract and failure to do so by said date shall constitute grounds for immediate termination of the Contract by PHMDC. CONTRACTOR shall also provide copies of all announcements of employment opportunities, and report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.

Disability: CONTRACTOR and any Subcontractors agree not to discriminate on the basis of disability, as required by The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and applicable sections of Chapter 19 of the Dane County Ordinances. CONTRACTOR agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.

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