

**PURCHASE ORDER  
CONDITIONS OF PURCHASE**

- 1. DELIVER (PREPAID) BETWEEN 8:00 A.M. AND 3:00 P.M., NO SATURDAY, SUNDAY OR HOLIDAY DELIVERIES WILL BE ACCEPTED.**
- 2. DIRECT ALL INQUIRIES TO THE PURCHASING DIVISION OR CONSULT THE COUNTY WEBSITE.  
www.danepurchasing.com**
- 3. ACCOMPANY EACH DELIVERY WITH A PACKING SLIP OR MEMO SHOWING P.O. NUMBER AND SHIP TO ADDRESS.**

**ENTIRE AGREEMENT**

Furnishing of items and fulfillment of services by Vendor under this purchase order constitutes an agreement to the Dane County Standard Terms and Conditions (STC), 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 the STC, go to [www.danepurchasing.com](http://www.danepurchasing.com)) The Dane County Standard Terms and Conditions are incorporated and made part of this agreement and shall apply to this purchase order and exceptions specified in this document or attachments and shall supersede any vendor terms and conditions incorporated into the bid, quotation or invoices. 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 acknowledgement shall be effective or binding unless expressly agreed to in writing by Dane County.

**ACCEPTANCE**

This purchase order is offered for immediate acceptance by vendor. Unless notified within five (5) days to the contrary, the County will assume vendor accepts the order as written and will make delivery as specified.

**F.O.B. DESTINATION**

Unless indicated otherwise elsewhere in this document or attachments, vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods by County.

**CANCELLATION**

County reserves the right to cancel this order in whole or in part without penalty due to non-appropriation of funds or for failure of vendor to comply with terms, conditions, and specifications of this contract.

**TAX EXEMPTIONS**

County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes. The Wisconsin Department of Revenue has issued Tax Exempt Number ES41279 for Dane County government.

**APPLICABLE LAW & VENUE**

This purchase order shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts, and venue for any legal action arising from this purchase order shall be in Dane County Circuit Court.

**PAYMENT TERMS AND INVOICING**

Unless otherwise provided herein or in attachments hereto, County will pay properly submitted 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 herein and on the purchase order.

**COMPLIANCE WITH FAIR LABOR STANDARDS**

During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

VENDOR shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

**NONDISCRIMINATION/AFFIRMATIVE ACTION**

During the term of this agreement Vendor agrees, in accordance with Wis. Stats. sec. 111.321 and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, physical appearance, arrest record or conviction record, military participation, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or political beliefs. Vendor shall provide an harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

Vendors who have twenty (20) or more employees and a contract of \$20,000 or more must submit a written affirmative action plan to the County Contract Compliance Office within fifteen (15) days of the effective date of the contract. The County will accept a copy of a current affirmative action plan and a letter of approval filed with a federal, state or another local governmental unit. The plan must have been prepared or revised and approved not more than one year prior to the award date of the contract.

Vendor agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of this agreement as they relate to affirmative action and non-discrimination.

Failure to comply with the conditions of this clause may result in vendor becoming an "ineligible" vendor, termination of the contract, or withholding of payment.