



## **Dodge County Standard Terms and Conditions**

**Applicability.** The Terms and Conditions set forth herein apply to all transactions conducted by the use of a Purchase Order in which Dodge County is acquiring goods, services, materials or supplies.

**Entire Agreement:** The Purchase Order and the terms and conditions set forth herein shall constitute the entire agreement of the parties, and no other terms and/or conditions shall be effective or binding unless subsequently memorialized in a writing signed by both parties. Except as otherwise provided herein, if additional terms and/or conditions are subsequently memorialized in a writing signed by both parties, such additional terms shall control where they conflict with this Purchase Order.

**Taxes:** Dodge County and its departments and offices 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 049499 to Dodge County.

**F.O.B. Destination, Freight Prepaid:** Unless otherwise indicated on this Purchase Order, Vendor shall prepay all handling, transportation, and insurance charges. Title of goods shall pass upon acceptance of goods by Dodge County. Dodge County will not accept collect shipments. Applicable freight charges should be billed on invoice.

**Delivery:** Unless otherwise indicated on this Purchase Order, delivery shall be to the “ship to” address listed on this Purchase Order. Unless previously arranged, delivery shall be between 8:00 AM and 4:30 PM Central Time and not on a Saturday, Sunday, or a holiday.

**Invoice:** Invoice(s) must be delivered to the “bill to” address stated on the Purchase Order by the first of the month following completion of work or delivery of goods. Do not send invoices to the “ship to” address. No claim will be allowed unless supported by a Purchase Order signed by a Dodge County Purchasing Agent. Invoice each Purchase Order separately, referencing the Purchase Order Number on the Invoice. Invoice only for items shipped. Do not invoice for back orders. Include your complete remit-to name and address on all invoices. Please send only one copy of your invoice.

**Invoice Itemization:** Provide the following level of itemization on all invoices:

- Invoice for Goods
  1. Unit price
  2. Number of units purchased/shipped
  3. Description of goods
- Invoice for Services performed at an hourly rate
  1. Number of hours used to perform the service
  2. Hourly rate charged
  3. Complete description of services provided
- Invoice for Services provided for a fee (non-hourly basis)
  1. Time frame service was provided
  2. Fee charged
  3. Complete description of services provided

Payment Terms: Dodge County normally will pay properly submitted vendor invoices within sixty (60) 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 on this Purchase Order, including reference to purchase order number and submittal to the correct address for processing. A good faith dispute creates an exception to prompt payment.

Interest and Penalty: No interest or penalty will be charged Dodge County for goods and/or services provided if payment is made by Dodge County within sixty (60) days of acceptance of the goods and/or services or receipt by Dodge County of a properly completed invoice, whichever date is later.

Pricing: Unit prices shown on this Purchase Order shall be the price per unit of sale as stated. In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by Dodge County.

Quality: Unless otherwise agreed in writing by the parties, all goods and/or services shall be first quality. No obsolete, discontinued, or defective goods may be used or provided. Used goods are unacceptable and will be rejected, unless otherwise agreed in writing.

Cancelation: Dodge County reserves the right to cancel this Purchase Order in whole or in part without penalty due to non-appropriation of funds, or for failure of Vendor to comply with the terms, conditions, and specifications of this Purchase Order.

Applicable Law & Venue: All matters arising under or related to this Purchase Order shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any dispute under this Purchase Order or regarding the provision of goods and/or services shall be in Dodge County, Wisconsin. The Vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during Vendor's provision of goods and/or services to Dodge County and/or which in any manner affect Vendor's work or conduct.

Declaration of Independent Contractor: Vendor declares that it will comply with all federal, state, and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under the Purchase Order. Vendor declares that it holds itself out to perform the same or similar services to all members of the community and has performed said services for entities other than Dodge County. Vendor shall be considered in all respects as an independent contractor engaged in Vendor's own independently established business, and is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of Dodge County.

No Assignment: Agreements are not assignable, in whole or in part, by the Vendor without the written consent of Dodge County.

Safety Requirements: All goods, services, materials, and supplies provided to Dodge County shall be in compliance with Federal, State and Local Laws and Regulations including applicable Occupational Safety and Health Administration (OSHA) Rules and Regulations.

Subcontracting: Vendor agrees that no sub-contract with a third party may be entered into without prior written approval of Dodge County. Regardless of the participation of an approved sub-contractor, Vendor agrees to retain primary responsibility for the fulfillment of its obligations under this Purchase Order.

Intellectual Property: Vendor shall indemnify, defend, and hold harmless Dodge County against all claims, liabilities, losses, damages, costs, and expenses (including legal fees) resulting from or arising in connection with any actual or claimed infringement of any patent, copyright, trademark, trade secret, or other intellectual property, proprietary, or contractual right of any third party, with respect to the goods and/or services provided under this Purchase Order.

Implied Warranties: This Purchase Order is subject to and contingent on the application of all warranties implied at law, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. Notwithstanding any other provision in this Purchase Order or any subsequent document or agreement, it is agreed that any disclaimer of any or all implied warranties is expressly objected to and shall be deemed void.

No Limitation of Liability: This Purchase Order is subject to and contingent on the right of Dodge County to seek full recovery of any damages, including incidental and/or consequential damages, related in any way to the goods or services purchased, whether in tort, strict liability, breach of contract, breach of express or implied warranty, or any other claim permitted under applicable law. Notwithstanding any other provision in this Purchase Order or any subsequent document or agreement, it is agreed that any limitation of liability is expressly objected to and shall be deemed void.

Anti-Indemnity Clause: This Purchase Order is subject to and contingent on Vendor being prohibited from indemnifying or holding itself harmless from or against any liability for loss or damage resulting from Vendor's negligence or intentional acts or omissions. Notwithstanding any other provision in this Purchase order or any subsequent document or agreement, it is agreed that any provision indemnifying or holding Vendor harmless from or against any liability for loss or damage resulting from Vendor's negligence or intentional actor or omission is expressly objected to and shall be deemed void.

Equal Opportunity Employers: Vendor must be an equal opportunity employer. Vendor agrees to be bound by and to implement all applicable federal, state, and local programs/mandates requiring equal employment opportunity, affirmative action policies and practices, and preventing employment discrimination, by government contractors/vendors, and to furnish Dodge County with all guarantees, certifications, documentation, and plans as to such compliance as may be prescribed by any such programs/mandates.