

## Racine County General Terms and Conditions

### The Following General Terms and Conditions Shall Apply to All Purchases by or on Behalf of Racine County

1. **TAX EXEMPTION:** Racine County is exempt from State of Wisconsin sales tax by virtue of exemption certificate number ES2058 Wisconsin Retailers' occupation tax, use tax, and municipal retailer's occupation tax do not apply to materials purchased by Racine County. Vendors must not charge for any of these taxes, if billed for the above taxes, the invoice will be paid short to deduct the cost of non-applicable taxes.
2. **ACCEPTANCE OF CONTRACT:** This is the County's offer to purchase the goods and or services described on the preceding page(s) from the vendor. The County's placement of this order is expressly conditioned upon Vendor's acceptance of all terms and conditions of purchase contained on or attached to this purchase order.
3. **AMENDMENTS:** No agreement or understanding to modify this contract shall be binding upon the County unless in writing and signed by the County's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part of this contract.
4. **DELIVERY:** All prices must be FOB to the (ship to) address on the first page of the Purchase Order, unless otherwise stated on the Purchase order. Time is of the essence in this contract. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold this Vendor accountable for cost procuring the product or service. If delivery dates cannot be met, Vendor agrees to advise the County, in writing of the earliest possible shipping date. The County reserves the right for acceptance of the shipping schedule.
5. **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which may for any reason occur prior to delivery to the County. No such loss, injury or destruction shall release Vendor from any obligations.
6. **INSPECTION:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
7. **PATENTS, COPYRIGHTS, TRADEMARKS AND SOFTWARE LICENSES:** If an article sold and delivered to the County hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the County, for and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the County in violation or right under such patent or copyright.
8. **MSDS:** Proper Material Safety Data Sheets, in compliance with OSHA's hazard communication standard, must be provided by the Vendor to the County at the time of delivery or upon request.
9. **COMPLIANCE WITH LAWS:** The Vendor certifies that in performing this contract they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.
10. **LAWS GOVERNING:** This contract shall be governed by and construed according to the laws of the State of Wisconsin. Venue for any action related to this agreement shall be in Wisconsin, County of Racine.
11. **WARRANTY:** The Vendor warrants to the County that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
12. **NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
13. **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to Racine County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The equipment or chemicals you would supply to Racine County must comply with all requirements and standards as specified by the Occupational Safety and Health Administration and Wisconsin Department of Commerce. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting current regulatory specifications will be refused. The supplier may be required to provide training to County employees in the operation and handling of the item and its maintenance, at the supplier's expense and at the convenience of the County.
14. **COMPETITIVE BIDS:** If this purchase order is the result of a competitive bid or request for proposals (RFP) process, then all terms and conditions of the bid or RFP document are incorporated into the purchase order by reference and are a binding part of this contract.
15. **PAYMENT:** Terms are Net 30. Payment will be made following receipt and acceptance of the goods and receipt, in proper form and substance, of an invoice and all documentation required by this Purchase Order. Payment will not be made if any outstanding issue on the part of the vendor regarding the purchase is unresolved. This Purchase Order shall not be filled at prices higher than stated, except as expressly agreed by Buyer. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liens and encumbrances arising out of Seller's performance of this Purchase Order or arising out of any claim for payment by any laborer, subcontractor or supplier of Seller.
16. **ETHICS:** In addition to ethical standards set forth in Wisconsin Statutes Section 19.59 for all County employees and officials [either elected or appointed] Racine County has adopted an Ethics Policy that is applicable to County employees in conducting county business.

The Ethics Policy is intended to ensure that public trust in Racine County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes the misuse or misappropriation of County property or funds for personal use or otherwise, use or disclosure of confidential information for personal gain or otherwise, elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by County employees, the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee, and the conducting of personal business or campaigning during working hours.

This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline and / or prosecution. Any non-employee may also be debarred from contracting with Racine County.

In addition, Wisconsin Statutes Section 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract are considered Class 1 felonies and activity considered in violation of these statutes will be reported to the Racine County Sheriff for investigation and the Racine County District Attorney for prosecution. Violations of any Federal Law are prosecuted by the U.S. Attorney. Questions concerning this matter may be addressed to the Office of the Corporation Counsel, 730 Wisconsin Avenue, Racine, WI. 53403. Phone: 262-636-3115.