

State of Wisconsin Purchase Order

SEND INVOICE IN TRIPLICATE TO: SALLY SOBEK EMPLOYEE TRUST FUNDS P.O. BOX 7931 MADISON WI 53707-7931	PO Code & Type 1-REGULAR	Purchase Order Number ETD000081 (Show above number on all shipments, correspondence and invoices) DATE: 8/30/2013
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Vendor: MACCABE, DAVID 2708 KERRYBROOK LANE AUSTIN TX 78757-6914	Ship to: EMPLOYEE TRUST FUNDS ACCOUNTS PAYABLE P.O. BOX 7931 MADISON WI 53707-7931
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FEIN/SSN -----	Requisition No. BTD000103	Shipping instructions:
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FOB DEST	Terms NET 30	Delivery 12/31/2013	Reference	Bid No. ETD0003	Statewide Contract No.
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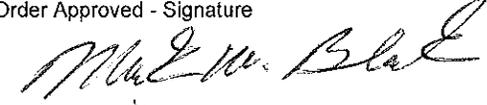
Quantity	Unit	Item Description	Commodity Code	Unit Price	Total
1	EA	INDEPENDENT VALIDATION OF QUALITY ASSURANCE PER SIMPLIFIED BID ETD0003 AND RESPONSE FROM DAVID J MACCABE. INCLUDES ALL TRAVEL AND EXPENSES COSTS.FOR THE PERIOD 9/5/2013 THROUGH 12/31/2013. NOT TO EXCEED \$9,875.00 WITHOUT WRITTEN AUTHORIZTION.	94620000000		\$9,875.00
		INVOICE MUST SHOW PURCHASE ORDER NUMBER. COMPLETE BREAKDOWN IS REQUIRED ON QUANTITY, DESCRIPTION, UNIT PRICE, AND TOTAL PRICE.			

TOTAL = \$9,875.00

Agency Contact - Name and phone no.

John Vincent
608-261-7942
Department of Employee Trust Funds

Order Approved - Signature


9-3-13

Please note

Acknowledge this order promptly. No weekend or holiday deliveries.
 Accompany each delivery with a shipping ticket or memo showing Purchase Order Number and material furnished.
 If any item(s) on this order is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one copy of a Material Safety Data Sheet for each item with the shipped container and one copy with the invoice.
 VENDOR -- See Standard Terms and Conditions of Purchase included.

Tax exemptions

The State Of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise or occupation tax as described on the attached form. The State of Wisconsin has issued Sales Tax Exempt No.:

to the Department of Employee Trust Funds

 Federal Exemption No. 39-73-1021-K is on file with the Internal Revenue Service, Milwaukee, WI.

State of Wisconsin
Standard Terms and Conditions

Antitrust Assignment: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

Applicable Law and Compliance: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Cancellation: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

Work Center Criteria: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

Insurance Responsibility: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

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

Patent Infringement: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

Payment Terms and Invoicing: The State of Wisconsin normally will pay properly submitted vendor 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 on the 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.

Refund of Credits: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

Taxes: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

Terms and Conditions: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

Vendor Tax Delinquency: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.