

MILWAUKEE PUBLIC LIBRARY TERMS AND CONDITIONS

The Milwaukee Public Library (“MPL”) Vendor service or purchase orders, contracts and agreements will require the following terms, conditions, obligations and duties, in addition to the terms, conditions, obligations and duties set forth in the Official Notice, Request for Proposal and/or Scope of Work documents, and will be bound by all appropriate Milwaukee Public Library, as an agency of the City of Milwaukee, contracting requirements.

1. **Public Records and Document Retention.** Both Parties understand that MPL is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. VENDOR acknowledges that it is obligated to assist MPL in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that VENDOR must defend and hold MPL harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after the termination of the Agreement.

2. **Conflict of Interest.** No officer, employee, or agent of MPL or the City of Milwaukee (“City”) who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City or MPL and no other public official the City or MPL who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

3. **Nondiscrimination.** VENDOR agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. MPL and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. VENDOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. VENDOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. **Liability.** This Agreement shall not be interpreted to waive any right of recovery in law or in equity by either party against the other.

5. **Insurance.** VENDOR acknowledges that the City of Milwaukee does not maintain a policy of insurance covering its employees or its motor vehicles. Instead, the City self-insures its employees and its vehicles against liability.

6. **Termination.**

Termination of Contract for Cause:

If, through any cause, the VENDOR shall fail to fulfill in a timely and proper manner VENDOR’S obligations under this CONTRACT, or if the VENDOR shall violate any of the covenants, agreements or stipulations of this CONTRACT, MPL shall thereupon have the right to terminate this CONTRACT by giving written notice at least five (5) days before the effective date of such termination.

Termination for Convenience:

MPL or VENDOR may terminate this CONTRACT at any time by a thirty (30) day notice in writing.