

Charles County Government Purchase Order Terms and Conditions

The following terms and conditions apply to Purchase Orders issued by Charles County Government ("County"):

1. Applicable law: This Purchase Order shall be governed and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles.
2. General Conditions: The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms or conditions specified in the Vendor's quote and are not subject to change without prior written consent of the Purchasing Division. No modification or waiver shall be deemed effective by Vendor's acknowledgement or confirmation containing other or different terms. Any additional or different terms and provisions are expressly rejected by the County. The Vendor understands and agrees that the terms and conditions of this Purchase Order may not be waived.
3. Price: If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that the Vendor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than the last previously quoted or charged without the prior written consent of the Purchasing Division.
4. Quantity and Substitutions: The quantity of materials, and/or services, must not be exceeded without prior written authority from the Purchasing Division. Goods shipped in excess of quantity indicated in this Purchase Order may be returned at the risk and expense of the Vendor. Substitutions are not permitted without prior written consent of the County.
5. Acknowledgment: Orders by Charles County Government shall be promptly acknowledged, and a delivery date provided.
6. Time is of the Essence: Time is of the Essence in this Purchase Order. The County reserves the right to cancel the whole or any part of this Purchase Order, without obligation, if delivery is not made at the time specified.
7. Quality, Acceptance and Inspections: Goods or services furnished under this Purchase Order must be of new, never previously used, and the current model of the item and quality specified, unless specifically stated otherwise, and will be subject to inspection and acceptance by the County. The County reserves the right to refuse any goods or to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples, or descriptions. Acceptance of any part of the order shall not bind the County to accept future shipments, nor deprive it of the right to return goods already purchased. Rejected goods shall be returned at the risk and expense of the Vendor. All articles sold, and materials and work applied hereunder, shall be of good quality and free from any defects and shall at all times be subject to inspection and rejection; but neither the County's inspection nor failure to inspect or reject shall relieve the Vendor of any obligations hereunder. Such inspection shall not exclude any warranties in respect to such goods.
8. Delivery: When terms of delivery or conditions of this Purchase Order are F.O.B. destination, all transportation charges shall be paid by the Vendor. No freight or delivery charges will be paid by the County unless specified in this Purchase Order. If freight or delivery charges are added, the bill of lading, properly receipted, must be attached to the Vendor's Invoice.
9. Cancellation: The County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the Vendor to comply with terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason which causes the Vendor not to perform as agreed.
10. Liability: The Vendor shall not be liable for delay or default in the performance of this Purchase Order due to Acts of God, war, riots, strikes, fires, explosions, accidents, adverse Government action, or any other cause of a similar character, that is beyond the Vendor's control and without the Vendor's fault or negligence.
11. Intellectual Property: The Vendor warrants that no violation of copyright or patent rights have been infringed in manufacturing, producing, or selling of the goods shipped or ordered and Vendor agrees to indemnify, defend, and hold the County harmless from any and all liability, loss, or expense (including attorney's fees) occasioned by such a violation.
12. Indemnification: The Vendor shall protect, hold free and harmless, defend and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work under this Purchase Order. This agreement shall apply to any and all acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Vendor's Agents, Subcontractors, or Employees.
13. Regulatory Compliance: The Vendor shall comply with and warrants compliance with all applicable Federal, State and Local laws, rules and regulations, as applicable to the goods and/or services to be provided under this Purchase Order.
14. Assignment: This Purchase Order may not be assigned or transferred to any entity, except with the prior written approval of the Procurement Division.
15. Discount: Payment discount period shall be calculated from the date of receipt of invoice, or receipt of product(s) or service(s), whichever is later.

16. Risk of Loss: Delivery shall not be deemed to be complete until goods have been received and accepted by the County.
17. Insurance: The Vendor shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers at a minimum: Commercial General Liability (including product liability) with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate; Workers' Compensation insurance in compliance with the State of Maryland; Commercial Automobile Insurance (include bodily and property damage) covering all autos (owned, non-owned and hired) - minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Additional insurance coverages (i.e. Excess and Professional liability) may be required. Vendor shall provide a Certificate of Insurance, naming the County as additional insured, prior to commencement of any work.
18. Conflict: Any proposal for terms in addition to, or different from, those set forth in this Purchase Order or any attempt by the Vendor to vary any of the terms of this offer by Vendor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Vendor without the additional or different terms. If this Purchase Order is an acceptance of a prior offer by the Vendor, the acceptance is expressly conditioned upon Vendor's assent to only the terms contained herein.
19. Incorporation by Reference: If applicable, all pricing, scope of work, terms and conditions of the solicitation, any changes thereto, and the submitted bid, proposal, or quote, are made a part of this Purchase Order. In the event that this Purchase Order is released under the terms of any indefinite delivery agreement, the master order, master contract or similar instrument, and the terms and conditions of the underlying agreement shall also apply.
20. Payment: Payments to the Vendor pursuant to this Purchase Order shall be made no later than thirty (30) days after the County's receipt of a proper invoice from the Vendor. Payment for goods or services furnished under this Purchase Order shall not be made until all goods or services are delivered to the County.
21. Non-Discrimination: The Vendor agrees to abide by the County's policy on equal employment and will not discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability and agrees to post and cause subcontractors to post in conspicuous places, employment notices setting forth this policy and the substance of this clause.
22. Disputes: This Purchase Order shall be subject to the County's Procurement Policies and Procedures. Any dispute not resolved by Agreement, the Vendor shall proceed diligently with the performance of the Purchase Order in accordance with the Procurement Officer's decision.
23. Taxes/ Tax Set-Offs: Vendor is responsible for and shall pay all retail sales taxes, income, real estate sales and use, transportation, and special taxes applicable to and assessable against any materials, equipment, processes, and operation incident to or related to this Purchase Order. In the event the Vendor owes money to the County as a result of delinquent taxes or assessments for any other debt or liquidated damages, the County may withhold and set off such sums owed to the County from payments owed to the Vendor by virtue of this or other contracts.
24. Work on County-Owned Properties: If this Purchase Order calls for work to be performed upon property owned or controlled by the County: The Vendor also shall be required to agree to indemnify, defend, and hold the County harmless from any and all claims or liens for labor, services, or materials furnished to the Vendor in connection with the performance of the Vendor's obligations under the contract.
 - a. All goods supplied, or work performed by the Vendor will remain at Vendor's risk prior to written acceptance by the County, and Vendor will replace at Vendor's own expense all items damaged or destroyed by fire, force, violence or the elements, or any other cause whatsoever.
 - b. Vendor will indemnify, hold harmless, and defend the County from any and all claims, demands, or suits made or brought against the County pursuant to the Maryland Workers' Compensation Act.
 - c. All work performed will comply with the provisions of Maryland's Occupational Safety and Health Act.
25. Drug and Alcohol-free Workplace: The Vendor warrants that during the performance of the contract, Vendor agrees to provide a drug and alcohol-free workplace for employees and contractors in accordance with COMAR 21.11.08 and Vendor will remain in compliance throughout the term of this Purchase Order.

Effective July 1, 2019