

## **IT-RELATED TERMS AND CONDITIONS**

*By accepting the Purchase Order and/or starting performance, shipping any goods, or furnishing any services (or providing any deliverable arising therefrom) in connection with the Purchase Order, the Contractor acknowledges that the Contractor has read, understands, and agrees to be bound by the terms and conditions set forth in the attachment.*

### **CONFLICT**

The County terms and conditions referenced on the face of this Purchase Order (including references to the Request for Bids, Request for Proposals, Plans, or Specifications) shall govern if they are in conflict with these terms and conditions.

All terms and conditions as stated in this Purchase Order govern in the event of a conflict with any terms of Contractor's bid or proposal, and are not subject to change because of any written or verbal statements by Contractor, unless accepted in writing by the Purchasing Agent. The County expressly rejects any additional terms and conditions proposed by Contractor unless otherwise agreed in writing by the Purchasing Agent.

### **COMPLIANCE**

The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. Prior non-enforcement of any term or condition shall not constitute a waiver of same by the County.

### **PURCHASING AGENT'S AUTHORITY**

The County will not recognize any purchase that is not made in accord with applicable law through the Office of the Purchasing Agent. Any unauthorized purchase is expressly deemed void at its inception.

### **PRICING**

Prices as agreed to by the County and documented on the Purchase Order are firm as stated and can be changed only on written consent of the County.

### **QUALITY**

All items delivered under this Order shall be of the quality specified, or if no quality is specified must be of the best quality.

### **ACKNOWLEDGMENT**

When requested, the Contractor will promptly acknowledge an Order, and state when delivery will be made.

### **TIME OF THE ESSENCE**

Time is of the essence on this Order. The County reserves the right to cancel the whole or any part of this Order, without obligation, if delivery is not made at the time specified.

### **FREIGHT CHARGES**

The County will not pay any freight or delivery charges unless specifically so provided in the Order.

### **BACK ORDERS**

The Contractor may not backorder any item(s) without written permission of the County.

### **ACCEPTANCE & INSPECTION**

Acceptance of goods and services shall only be determined after the goods and or services have been successfully provided to the County and are free from any defect. All goods delivered to and services performed for the County shall be subject to final inspection by the County and, if appropriate, tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. Goods or services may be rejected that are defective, non-conforming or that do not meet the requirements of this Purchase Order. If items are rejected, the County shall so notify the Contractor in writing, and the County, at its option and at the expense and risk of the Contractor, may either return such rejected items to the Contractor or hold them for such disposal as Contractor may indicate, or may require specific performance to ensure goods or services are delivered in accord with this Purchase Order.

### **INVOICE AND PAYMENT**

Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Contractor and approved by the County. To receive payment for goods and or services rendered, the Contractor shall submit an invoice, in triplicate, to:

Anne Arundel County, Maryland  
Office of Finance

P. O. Box 2700  
Annapolis, MD 21404

Payment shall be made electronically via ACH Transfer. The County reserves the right to deduct the total amount of any debts owed to the County from any payments issued for this Purchase Order.

#### **TAXES**

Contractor 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 Order.

#### **INDEMNITY**

Contractor shall indemnify, defend, and hold the County, its agents, servants and employees harmless from all claims, liability, loss, cost, or expense by reason of injuries or damages to persons or property resulting from or arising out of (a) the use of any item sold or delivered under this Contract, (b) the performance of work or services under this Contract, and (c) any act or omission of Contractor, its subcontractors, suppliers, or any of their agents.

#### **INSURANCE**

The Contractor shall purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than set forth below:

- a) **COMMERCIAL GENERAL LIABILITY INSURANCE:** At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**
- b) **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.
- c) **WORKERS' COMPENSATION INSURANCE:** Statutory benefits as required by Maryland law and, when required, the U. S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit.
- d) On all Commercial General Liability and Business Automobile Liability Insurance policies, Anne Arundel County, Maryland, its agents, servants, and employees shall be named as an additional insureds, which shall be shown on the insurance certificates furnished to the County.
- e) Contractor shall provide the County with Certificates of Insurance evidencing the coverage required above. Contractor shall provide certificates of insurance before commencing work in connection with the Contract.
- f) Providing any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor for which the Contractor may be liable by law or otherwise.
- g) Failure to provide and continue in force insurance as required herein shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.
- h) Contractor shall advise the County at fax # 410-222-7624 and by first-class, certified mail within two (2) business days of any cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so shall be construed as a material breach of this contract.

#### **WORK ON COUNTY-OWNED PROPERTY (For Services Only)**

If this Order calls for work to be performed upon property owned or controlled by the County:

- a) The Contractor 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 Contractor in connection with the performance of the Contractor's obligation under the Contract.
- b) All items supplied or work performed by the Contractor will remain at Contractor's risk prior to written acceptance by the County, and Contractor will replace at Contractor's own expense all work damaged or destroyed by fire, force, violence, or the elements, or any other cause whatsoever.
- c) Contractor 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.
- d) All work performed will comply with the provisions of Maryland's Occupational Safety and Health Act.

## **COPYRIGHTS; PATENTS; INFRINGEMENT**

If the County incurs liability for the infringement of privately-owned U.S. patents or copyrights as a result of performance by the Contractor or its Related Entity under this purchase order, the Contractor shall indemnify and hold the County harmless against such liability, including costs and expenses of defending against any suit or claim for the infringements.

The Contractor shall give the County prompt notice of any incident of infringement of the Licensed Subject Matter, coming to its attention, which occurs within the Licensed Territory. The Contractor, at its expense, shall enforce, within the Licensed Territory any patent exclusively licensed hereunder against infringement by third parties and it is entitled to retain financial recovery from such enforcement. Financial recoveries from any such litigation will first be applied to reimburse the Contractor for its litigation expenditures with additional recoveries being paid to the Licensee, subject to payments due to the County. If the Contractor does not file suit against an infringer of a patent within six (6) months of knowledge thereof, then the County, at its own expense, may enforce any patent licensed hereunder on behalf of itself and the Contractor, the County retaining all recoveries from such enforcement. In any action to enforce the Licensed Subject Matter, either party, at the request and expense of the other party shall cooperate to the fullest extent reasonably possible. The Contractor may not settle any infringement action in any way detrimental to the Licensed Subject Matter without the expressed written consent of the County.

## **LAW AND REGULATIONS**

Contractor warrants that all items supplied under this Order shall be manufactured, produced, and sold in compliance with the laws, regulations, codes, standards, and requirements of all federal, state, and local authorities, and any and all other authorities having jurisdiction.

Contractor agrees that performance under this Order shall be in accordance with these laws, regulations, codes, standards, and requirements, and agrees upon request to provide to the County a certificate of compliance therewith in such form, as the County may desire. Contractor assumes all liability for any non-compliance, and shall indemnify and hold harmless the County and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Contractor and by any subcontractors, agents, or employees.

## **BANKRUPTCY**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, including any proceeding under the Chandler Act, or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or a receiver, then the purchaser shall be entitled to cancel any unfulfilled part of this Purchase Order without any liability whatsoever.

## **ASSIGNMENT**

This contract is not assignable except with prior written approval of the County Purchasing Agent. Any assignment in violation of this provision is void and shall not be recognized by the County.

## **MATERIAL SAFETY DATA SHEETS**

If goods provided to the County contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet ("MSDS") shall be provided to the Purchasing Agent by the Contractor. This requirement also applies to any goods used by the Contractor when providing a service to the County.

## **DISPUTES**

In the event of a dispute regarding the goods or services quoted or delivered, both parties agree that the decision made by the County's Purchasing Agent shall be made final and binding.

## **EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

- a) It is the policy of Anne Arundel County, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.
- b) Contractor agrees not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin, or gender, and shall be obligated to include a similar requirement in any and all subcontracts. Contractor agrees to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity and Minority Business Enterprises.

**OPTIONAL USE OF CONTRACT**

- a) The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of this contract to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use this contract and shall also provide usage information, which may be requested.
- b) The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use this contract. All purchases and payment transactions shall be made directly between the Contractor and the requesting entity.