



# Purchase Order

## Anne Arundel County, Md.

ALL INVOICES MUST INCLUDE  
A PURCHASE ORDER NUMBER  
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**Mail Original Invoices To:**

Finance Office, A.A.CO.  
P.O. Box 2700  
Annapolis, Md. 21404

**Heritage Office Complex**  
2660 Riva Road, 3rd Floor  
Annapolis, Md. 21401  
(410) 222-7620  
Fax (410) 222-7624

**PURCHASE ORDER NUMBER:**

**4868 - 002 - OB**  
P.O. No. C.O. No.  
(If Any)

**Duplicate Invoices To**

"Delivered To" Location

**MUST APPEAR ON ALL INVOICES,  
PACKAGING LISTS AND PACKAGES.**

TO: CHEMUNG SUPPLY CORP  
PO BOX 527  
2420 CORNING ROAD  
ELMIRA NY 14902

**Vendor Number**

492728

Date 05/23/17	Date Required 07/08/15	See Account Charged Below	Branch Plant/Project 9992	Originator PHGAGN00	Buyer 410185
Req. No.	Blanket Contract #	Transportation	Terms NET 30		

DELIVERED TO

AS PER BLANKET ORDER RELEASE

Item No.	Quantity	UM	Description	Price Per Unit	Extension
34.000		EA	RENEWAL	0.0000	

TO RENEW BLANKET ORDER CONTRACT #4868-OB,  
SIGN BLANKS, ROAD & STREET & ASSOCIATED  
PARTS, FOR THE PERIOD OF JUNE 1, 2017  
THROUGH MAY 31, 2018, WITH THE OPTION  
TO RENEW FOR ONE (1) YEAR FOR TWO (2)  
CONSECUTIVE YEARS AT THE SOLE DISCRETION  
OF ANNE ARUNDEL COUNTY, MARYLAND.

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VENDOR CONTACT: CARL H. PERINE  
607-733-5506-OFC/800-733-5508-TOLL FREE

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BUYER: CASSANDRA DANIELS  
410-222-7666-OFC/410-222-7624-FAX

9992.4933

TOTAL PRICE: 0.00

The terms and conditions on the reverse side hereof shall constitute a part of this offer to purchase to the same extent as if set out on the face hereof, and any acceptance of this order shall be deemed to be given subject to each and all of said terms and conditions.

TAXES: No State or Federal Taxes apply. Maryland Sales and Use Tax Exemption Certificate #3000110-2 applicable. No Federal Excise Taxes apply per Chapter 32 Int. Rev. Code. Federal Tax ID #52-6000-878

By   
Authorized Signature

5/25/17  
Date





## TERMS AND CONDITIONS

### CONFLICT

The 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 Seller's bid or proposal, and are not subject to change because of any written or verbal statements by Seller, unless accepted 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.

### PURCHASING AGENT'S AUTHORITY

The County will not recognize any purchase that is not made through the Office of the Purchasing Agent.

### PRICING

Prices as shown on the face of this Purchase Order are firm as stated and can be changed only on written consent of the County.

### QUANTITY

The County at the Seller's expense may return items shipped in excess of the quantity designated in this Order.

### QUALITY

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

### ACKNOWLEDGMENT

When requested, the Seller 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 Seller may not backorder any item(s) without permission of the County.

### INSPECTION

All items supplied are subject to inspection by and approval of the County. Items may be rejected that are defective or that do not meet the requirements of this Purchase Order. If items are rejected, the County shall so notify the Seller in writing, and the County, at its option and at the expense and risk of the Seller, may either return such rejected items to the Seller or hold them for such disposal as Seller may indicate.

### INVOICE AND PAYMENT

- a) A separate invoice, in triplicate, must be forwarded for this Order; Seller may not hold invoices for a monthly statement.
- b) The invoice must show points of delivery and Order Number that appears in upper right-hand corner of this Order.
- c) If the invoice is subject to a cash discount, the discount period will be calculated from the date the invoice is received by the County.
- d) The invoice must be forwarded to the Finance Office - Anne Arundel County, P.O. Box 2700, Annapolis, MD 21404.
- e) The County has the right to refuse to make payment on any invoice unless and until presented by Seller with a receipt for the invoiced item signed by a representative of the County. The County's payment for any item shall not constitute acceptance of the item nor a waiver of any of the County's rights under this Order.

### TAXES

Seller 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.

### MANUFACTURERS' SPECIFICATIONS

When manufacturing specifications are referred to on the face of this Order, such specifications shall be deemed to be an integral part of this Order as if fully set out in this Order.

### SHOP DRAWINGS; CATALOG DATA

If required, shop drawings and/or catalog data shall be furnished to the County for approval within fifteen (15) days of this Order unless a different time is specified.

### INDEMNITY

Seller shall indemnify, defend, and hold the County 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 Seller, its subcontractors, suppliers, or any of their agents.

### WORK ON COUNTY-OWNED PROPERTY

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

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

### NONDISCRIMINATION

Seller may not discriminate in its employment practices against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

### COPYRIGHTS; PATENTS

Seller warrants that there has been no violation of copyright or patent rights in the manufacture, production, or sale of the goods that are the subject of this Order. Seller agrees to hold the County harmless from any and all liability, loss, or expense occasioned by any such violation.

### LAW AND REGULATIONS

Seller 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.

Seller 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.

### BANKRUPTCY

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

### EXECUTIVE ORDER 24

Pursuant to Executive Order 24, vendors are required to comply with all applicable laws and regulations relating to the employment of aliens. If a vendor fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the vendor's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By accepting this Purchase Order, the Contractor certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.