

**Address all acknowledgements and communications relating to this order to Clayton County Central Services Department**

**Terms and Conditions:**

1. **APPLICABLE LAWS:** This Purchase Order (P.O.) constitutes an Agreement between Supplier and Clayton County, Georgia, and it is subject to the laws of the State of Georgia and Clayton County's Procurement Ordinances. The Parties hereby submit and consent to the exclusive jurisdiction of the State Courts of Clayton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non-convenience to the conduct of any such action or proceeding in such court.
2. **DELIVERY DATE:** Shipment and/or delivery must be made by date specified in the order. The Supplier shall notify the contact person on this Purchase Order if shipment and/or delivery cannot be made as specified.
3. **PACKING LIST / DELIVERY TICKET:** A packing list or delivery ticket shall be furnished with each shipment indicating the Purchase Order number, Supplier name, item description, quantity ordered, and quantity shipped.
4. **CHANGES IN THE PURCHASE ORDER:** No changes or substitutions may be made in any of the provisions of this Purchase Order without prior approval of the Department of Central Services Director and/or the Clayton County Board of Commissioners. If approved, a written Change Order will then be issued.
5. **TAXES:** Clayton County is tax exempt.
6. **INVOICES / PAYMENTS:** Invoices and/or statements may be emailed to [Accountspayable@claytoncountyga.gov](mailto:Accountspayable@claytoncountyga.gov) or signed originals mailed directly to the address listed below. Please note: only PDF format will be accepted as an original invoice. No faxed copies will be accepted.

**Original:**

Clayton County, GA  
Finance Department  
P.O. Box 999  
Jonesboro, GA 30237

**With a copy to:**

Clayton County Central Services  
7994 N. McDonough Street  
Jonesboro, GA 30236  
Attn: Chief Procurement Officer

The following information must appear on all invoices submitted: Name and address of the Supplier; Detailed breakdown of all charges for the services or products delivered stating the applicable period of time; Clayton County's Purchase Order Number and Bid number if applicable; Invoices shall be based upon actual services rendered, actual work performance and/or products delivered; and Statement from the Supplier that all quantities are a true and correct representation of the work completed for the billing period. The statement shall be signed by an authorized representative of the Supplier.

**Payments.** Payment shall be tendered to the Supplier upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the P.O. by completed services; verification of completion of work; assurance that the work is completed as specified and warranted; and receipt of a valid invoice.

7. **INDEMNITY:** Supplier shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against any claims, damages, and actions of any kind or nature, whether at law or in equity, which may otherwise accrue against the County in consequence of the granting of a Purchase Order or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Supplier or his or her employees, or that of the subcontractor or its employees, if any; and the Supplier shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Supplier shall, at its own expense, satisfy and discharge the same.
8. **ASSIGNMENT:** Except as otherwise provided herein, this P.O. shall not be sold, assigned or transferred by the Supplier by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Supplier, or with a business entity which is merged or consolidated with the Supplier or which purchases a majority or controlling interest in the ownership or assets of the Supplier without the prior written consent of the County.
9. **NON-DISCRIMINATION:** Notwithstanding any other provision of the agreement, during its performance the Supplier, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Purchase Order does hereby covenant and agree that:
  - 9.1 No person on the grounds of age, race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
  - 9.2 In the furnishing of services or materials herein or hereon, no person shall, on the grounds of age, race, color, religion, sex or national origin, be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.
10. **INDEPENDENT SUPPLIER:** In conducting its business hereunder, the Supplier shall act as an independent supplier and not as an employee or agent of County. The selection, retention, assignment, direction and payment of the Supplier's employees and sub-contractors shall be the sole responsibility of the Supplier.
11. **TERMINATION AND DEFAULT:**
  - 11.1 Termination by County for Cause. County may at its option, by giving written notice to Supplier, terminate this Purchase Order:
    - 11.1.1 For a breach of the Purchase Order by Supplier that is not cured by Supplier within ten (10) days of the date on which County provides written notice of such breach or such other date in the written notice;
    - 11.1.2 Immediately for a material breach of the Purchase Order;
    - 11.1.3 Immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Supplier's obligations under this Purchase Order or is in violation of any County Ethics Ordinances;
    - 11.1.4 The Supplier fails to deliver or has delivered nonconforming goods or services or fails to perform to the County's satisfaction, any material requirement of the Purchase Order or is in violation of a material provision of the Purchase Order, including, but not limited to, the express warranties made by the Supplier;
    - 11.1.5 The County determines that satisfactory performance is substantially endangered or that a default is likely to occur;
    - 11.1.6 The Supplier fails to make substantial and timely progress toward performance under the Purchase Order; and/or
    - 11.1.7 The Supplier has engaged in conduct that has or may expose the County to liability as determined in the County's sole discretion.
  - 11.2 Re-procurement Costs. In addition to all other rights and remedies County may have, if this Purchase Order is terminated by County pursuant to the above subsection entitled "Termination by County for Cause", Supplier will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by County in the completion of the Services, including the cost of administration of any services awarded to other Persons for completion. If County improperly terminates this Purchase Order for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of Section 11.4 of this Purchase Order, entitled "Termination by County for Convenience".
  - 11.3 Termination by County for Insolvency. County may terminate this Purchase Order immediately by delivering written notice of such termination to Supplier if Supplier:
    - 11.3.1 Becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature;
    - 11.3.2 Files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors;
    - 11.3.3 Is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally;
    - 11.3.4 Fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any applicable law relating to bankruptcy, arrangement, or reorganization, which is not dismissed within sixty (60) days; or
    - 11.3.5 Applies for or consents to the appointment of any receiver for all or any portion of its property.
  - 11.4 Termination by County for Convenience. At any time during the term specified for performance under this Purchase Order or any issued Task Order, County may terminate this Purchase Order for convenience upon thirty (30) days written notice of such termination. Upon a termination for convenience, Supplier waives any claims for damages, including loss of anticipated profits. As Supplier's sole remedy and County's sole liability, County will pay costs for the Work properly performed prior to the notice of termination, plus all reasonable costs for Work performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Supplier in its business within the thirty (30) days following termination. If requested, Supplier shall substantiate such costs with proof satisfactory to County.
  - 11.5 Effect of Termination. Unless otherwise provided herein, termination of this Purchase Order, in whole or in part and for any reason, shall not affect:
    - 11.5.1 Any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or
    - 11.5.2 Any remedies to which a Party may be entitled under this Purchase Order, at law or in equity.
    - 11.5.3 Upon termination of this Purchase Order, Supplier shall immediately:
      - 11.5.3.1 Discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services;
      - 11.5.3.2 Inventory, maintain and turn over to County all Work Product, licenses, equipment, materials, plants, tools, and property furnished by Supplier or provided by County for performance of the terminated Services;

- 11.5.3.3 Promptly obtain cancellation, upon terms satisfactory to County, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by County;
  - 11.5.3.4 Take all necessary or appropriate steps to limit disbursements and minimize costs;
  - 11.5.3.5 Furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Purchase Order, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require;
  - 11.5.3.6 Cooperate in good faith with the County during the transition period between the notification of termination and the substitution of any replacement Supplier;
  - 11.5.3.7 Immediately return to the County any payments made by the County for goods and services that were not delivered or rendered by the Supplier;
  - 11.5.3.8 Comply with all other reasonable requests from County regarding the terminated Services; and
  - 11.5.3.9 Continue to perform in accordance with all the terms and conditions of this Purchase Order any portion of the Services that are not terminated.
- 11.6 Pursuant to O.C.G.A. §36-60-13(b) (1), if funding for this Purchase Order is terminated, County will not be obligated to continue purchasing the commodities. County shall terminate this Purchase Order upon ten (10) days' written notice to the Supplier.
- 11.7 In the event the Supplier is required to be certified or licensed as a condition precedent to providing goods and/or services, the revocation or loss of such license or certification may result in immediate termination of the Purchase Order effective as of the date on which the license or certification is no longer in effect.
- 12. FEDERAL WORK AUTHORIZATION:** Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the County cannot enter a contract for the physical performance of services unless the Supplier and its subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Supplier certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The Supplier agrees that if it employs or contracts with any subcontractor(s) in connection with this Purchase Order, the Supplier shall secure from each subcontractor an affidavit that indicates the employee-number category applicable to that subcontractor and certifies the subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 13. FORCE MAJEURE.** Neither party shall be held to be in breach of this Purchase Order because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, pandemic, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.
- 14. WARRANTIES AND PERFORMANCE:**
- 14.1 The Supplier's Statement of Warranty should include all applicable manufacturers' warranties and the Supplier's warranty in regard to products, equipment, materials, and workmanship. This statement shall include the terms, conditions, and the period of warranty coverage.
- 14.2 The Supplier shall promptly correct all commodities, products and/or work rejected by the County as faulty, defective, or failing to conform to the Scope of Services. The Supplier shall bear all costs of correcting or replacing such rejected products and/or services.
- 14.3 The Supplier warrants that all commodities and or services shall be of the quality required by the County and in conformance with the manufacturer's requirements, warranty, and standards. The Supplier shall provide commodities and or services that conform to the highest standards of the industry's practices and/or services.
- 14.4 All commodities and/or services shall comply with any applicable federal, state, or local laws, rules or regulations governing the type of commodities and/or services provided through this Purchase Order.
- 14.5 Representations of Supplier. The Supplier represents and warrants to the County that:
- 14.5.1 The Supplier is a corporation or a LLC duly organized, validly existing and in good standing under the laws of the State of its formation, is qualified to transact business in the State of Georgia, and has the full and complete right, power, and authority to enter into this Purchase Order; Supplier shall perform the Supplier's duties and obligations under this Purchase Order in accordance with the terms and conditions of this Purchase Order; and
  - 14.5.2 The Supplier has obtained or will obtain all necessary licenses and permits that are required for the Supplier to provide the commodities and/or services pursuant to this Purchase Order.
- 14.6 The Supplier warrants to the County that:
- 14.6.1 It possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Supplier will use its reasonable efforts to ensure that the commodities and or services provided under this Purchase Order will be provided and delivered in accordance with industry standards;
  - 14.6.2 The Supplier is fully experienced and properly qualified to provide the commodities and/or services requested, and that it is properly equipped, organized, and financed to provide such services; and
  - 14.6.3 Following the date of acceptance of this Purchase Order, all commodities and/or services provided by the Supplier to the County will conform to the representations contained in this Purchase Order.
- 14.7 The Supplier is responsible to the County for acts and omissions of its employees, subcontractors, and agents.
- 14.8 Sufficient Supplies, Products and Equipment. The Supplier shall maintain adequate supplies of the commodities and sufficient trained staff and personnel to provide the requested commodities and/or services in a skilled and satisfactory manner so as not to delay the delivery of the same. The Supplier covenants with the County to utilize its best skill, efforts, and judgment in furthering the interests of the County; to furnish efficient business administration, and supervision; and to make best efforts to furnish at all times an adequate supply of workers and materials so as to provide the required commodities and/or services in the best way and most expeditious and economical manner consistent with the best interests of the County.
- 14.9 Neither payment nor any provision in this Purchase Order shall relieve the Supplier of responsibility for commodities and/or services not in accordance with this Purchase Order and it shall remedy the same. The County shall give notice of defects or omissions with reasonable promptness. The Supplier shall within ten (10) days and without expense to the County, correct, remedy, or supply the omitted services. If the Supplier does not make good the deficiency or correct any deficiencies within the time designated in notice from the County, the County may consider the failure to be an event of default and may terminate this Purchase Order.
- 14.10 The County reserves the right to enforce the Supplier's delivery of commodities and services provided in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this P.O. It will be understood that time is of the essence in the Supplier's performance and delivery of products, equipment and/or services.
- 15.** In the event of any conflict or inconsistency between the terms and conditions of this purchase order and the vendor's quote, the terms and conditions set forth in this purchase order shall prevail
- 16. INSURANCE.** Supplier shall provide insurance certificates if requested by the County. Such requirements will be made an attachment to this P.O and be incorporated herein.



Supplier's Acknowledgment and Acceptance of Terms and P.O.

Date