



DAVID COULTER - OAKLAND COUNTY EXECUTIVE

## BLANKET CONTRACT TERMS AND CONDITIONS

Inasmuch as no specific quantities are indicated on this contract, there is no commitment involved by Oakland County other than for the payment of goods procured under the conditions of this contract.

Oakland County issues individual Purchase Orders on behalf of County Departments as authorization for items ordered from this contract. The individual Purchase Order numbers are to be used on all Invoices, Bills of Lading, Shipping Documents and all correspondence relating to the Purchase Order.

Vendor shall submit an itemized invoice with amounts due and owing under Purchase Order, as of the date of the invoice. Invoices shall contain the following information:

(a) County Purchase Order Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Vendor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under purchase order until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of delivery.

This contract is not to be used for the purchase of any equipment and or services not listed herein. Oakland County requires a 30 day written notice of all price changes. Oakland County reserves the right to take advantage of any special pricing programs available from the contract vendor or any other outside vendors offering the said special pricing programs to Oakland County during the term of this contract.

Oakland County reserves the right to cancel this contract if orders are not filled within the time and in accordance with the terms specified.

All shipments must be accompanied by Packing Slips and containers properly marked with requesting Department Name, Address, Contact Person and Purchase Order Number.

The prices indicated on this contract are not subject to change without written notification in advance.

No Charges will be allowed for boxing or packing unless stated on the Contract. Acceptance of this contract includes specifications, process, delivery and conditions included therein. Material is subject to inspection on our property. If rejected we agree to first advise vendor before returning goods. All freight and extra handling charges derived from said rejection shall be borne by the vendor. The acceptance of this contract does not in any way make the County of Oakland a party to any infringement or damage suits. Such suits to be borne by the vendor.

Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract, including zoning and building codes and MIOSHA guidelines

Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

The County, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

A Materials Safety Data Sheet shall accompany or precede all shipments of materials subject to the Michigan Hazard Communications Standard also known as the "Right to Know Law" and classified as hazardous by Michigan Compiled Laws, Act 154 of the Public Acts of 1974 as amended. All containers shall have approved warning labels in accordance with this law. Copies of all MSDS's are to be sent to the requesting department.

Pursuant to Act 167 of the Public Acts of 1933, the County of Oakland, a Michigan Constitutional Corporation, is exempt from the sales tax provisions of this Act. In addition, the Michigan Department of Treasury has promulgated General and Specific Sales and Use Tax Rules which provide that the County of Oakland is not required to have a sales tax exemption number (R205.79; Rule 29).

FOR REPORTING PURPOSES – COUNTY OF OAKLAND I.D. #38-6004876W.