

DeKalb County Department of Purchasing & Contracting The Maloof Centre, Second Floor 1300 Commerce Drive Decatur, Georgia 30030 Phone: (404)371-7051

Туре	Contract Purchase Agreement
Order	1181201
Revision	0
Order Date	27-SEP-2019
Created By	Awonusi, Omolola
Revision Date	
Current Buyer	

Supplier: CLAMPETT INDUSTRIES LLC DBA EMG 222 Schilling Cir Ste 275 Hunt Valley, MD 21031

Ship To: See Below Decatur, GA 30030 Invoice To: DeKalb County Finance Department 1300 Commerce Drive Decatur, GA 30030

Supplier No.	Payment Terms		Freight Terms	FOB		Ship Via
144205	Net 30		Prepaid & Allowed	Destination		BEST SHIPPING METHOD
Effective Start Date Effective End		nd Date			Amount Agreed (USD)	
11-SEP-2019 30-SEP-2		2020		50,000.00		
Confirm To/Telephone			Requester/Deliver To			
Young, Michael (800) 733-0660 x6683						
					Authorized H	By MOL

"INSTRUCTIONS AND CONDITIONS"

1.Acceptance of this order shall constitute acceptance of the terms and conditions upon the established effective start date. The Contract agreement together with the Supplier's written quotation and/or Sealed Bid/Request for Proposal and/or formal agreement form a binding agreement based upon the agreed terms between the parties.

2.Delivered orders are issued under terms of the numbered Contract agreement indicated on the face hereof; the supplier is required to deliver the commodities and/or services exactly and in strict accordance with the order. Substitutions of commodities and/or quantities ordered are strictly and firmly prohibited.

3.If for any reason, the supplier is unable to comply or supply in strict compliance with this order, the Department of Purchasing and Contracting is to be notified immediately of all factors involved.

4.No changes in conditions, prices, quantities or deliveries will be made without specific authorization; changes or modifications to the underlying transactions shall be in writing from the Department of Purchasing and Contracting. The Department of Purchasing & Contracting is the only authority for transactions under this order. The supplier shall not accept contrary instructions or conditions from any source other than the Department of Purchasing & Contracting. Should the supplier receive, from any other source, contrary instruction or conditions, the Department of Purchasing & Contracting should be notified immediately.

5.Supplier's invoice must describe the article and/or services exactly as shown on this order. The purchase order number must appear on the invoice, and/or delivery ticket, packing list and shipper's bill of lading related to this order, in addition to the name of the requesting department to whom delivery of goods and/or services are to be made.

6. Total price shown on this order shall include all delivery costs to the delivery point shown on the order.

7.Invoices are not paid until items and/or services on the invoice have been received, evaluated, tested and approved by the requesting department.

9. The County is exempt from Georgia Sales Tax and Federal Excise Tax. Exemption certificates will be issued upon request.

10. The County may cancel this Contract agreement at any time, in whole or in part, for the County's convenience, lack of funding or Supplier's failure to fulfill the contractual obligations in any respect.

11. The payment terms adopted by DeKalb County are Net 30 unless otherwise established by law or by contract. Suppliers may obtain more favorable payment terms by specifying cash discount terms on the invoice as stated in their submitted sealed bids/proposals.

12. When accepted in electronic form, this Contract agreement and all related electronic documents shall be governed by the provisions of Electronic Signatures in Global and National Commerce Act (E-Sign Act).

13. This Contract agreement and all related documents are considered public record by the County and shall be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- et seq.