

TERMS AND CONDITIONS: By accepting the offer made within this Purchase Order, Vendor agrees to be bound by the several terms and conditions stated herein, where such terms and conditions shall exclusively govern the transaction described on the face of the Purchase Order.

Documents Incorporated by Reference: If this Purchase Order is issued in connection with an executed contract, referenced above by number, the terms and conditions of such contract shall be wholly incorporated within and made a part of this Purchase Order.

Alternatively, if this Purchase Order is issued in connection with work awarded to Vendor arising from a solicitation of a bid or a quote and if the parties do not separately execute a contract for such work, the terms and conditions of such solicitation document, together with Vendor's response, shall each be incorporated within and made a part of this Purchase Order, excepting from the response any portion to which County expressly rejects and terms and conditions that may otherwise conflict with this Purchase Order. The solicitation document will be referenced herein by number.

Time for Performance: Time is of the essence. This Purchase Order is given for immediate acceptance by Vendor, unless notified to the contrary by the County in writing. Vendor is responsible for performing as stated within this Purchase Order. If Vendor does not accept the Purchase Order, it shall advise the County of the rejection within 10 (ten) days of receipt. If County has specified a schedule for delivery within this Purchase Order and Vendor fails to deliver accordingly, County may direct expedited delivery. In such event, Vendor shall be responsible for all related delivery costs.

Unless County agrees otherwise in writing, the Purchase Order shall lapse after a period of one year, except for the County's obligation to pay for work delivered and accepted under this Purchase Order.

If it is reasonably anticipated that work shall extend beyond the end of such period, Vendor shall promptly notify County and seek direction.

Notice to Proceed: Vendor is not authorized to provide goods, equipment, services, or, in any other manner, commence work until and unless County issues a purchase order to Vendor for specific work (describing a phase, task, or deliverable).

This Purchase Order constitutes notice to proceed with the work specified on the face of this document.

If this Purchase Order is issued in connection with an executed contract, one or more purchase orders may be needed to accomplish the work schedule set forth therein. As may be specified above, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan.

In the event that Vendor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under this Purchase Order, Vendor shall promptly notify County and seek direction.

Compensation: This Purchase Order is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof. Compensation shall be paid based on unit pricing stated on the face of this Purchase Order or as may be described within an executed contract, referenced above by number. No additional charges may be imposed, including, without limitation, delivery charges and travel costs, unless the County expressly agrees to such charges in writing. In no event shall County be obligated to pay compensation for amounts in excess of the amount stated within the field marked as "Total PO Amount", unless otherwise agreed in writing, where such shall be in full and final satisfaction of work completed under this Purchase Order.

Vendor shall provide County with invoices, referencing this Purchase Order number and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed, consistent with the terms and conditions of this Purchase Order (including contracts incorporated herein by reference). Such documentation shall be promptly provided to County's designated point of contact upon request.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Tax Exempt: County is a political subdivision of New York State, exempt from paying Sales or Use Tax as specified under Article 28, Section 116(a-1) of the New York State Tax Law.

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Vendor shall not charge, and County shall not pay, taxes in connection with Vendor's performance under this Purchase Order, consistent with applicable law.

Delivery and Acceptance: Vendor's performance of the work will be deemed complete only upon delivery and acceptance by County after inspection. Payment alone does not constitute acceptance. County may reject the work or otherwise return goods, in whole or in part, at its discretion, reasonably exercised. Acceptance does not waive claims by County for damages arising from this transaction. For return of goods, Vendor agrees to pay delivery costs.

Unless provided otherwise by County in writing, Vendor agrees to deliver goods FOB Destination, Prepaid and Allowed, with Vendor bearing the risk of loss until the goods reach the destination indicated in the "Ship To:" field above and paying for all costs of delivery.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County's designated point of contact or in the specifications.

Cancellation: County may elect to cancel this Purchase Order upon written notice, without cause and for convenience. No liability shall be incurred by County for such cancellation beyond payment of the unit price for the portion of the work delivered and accepted. Further, County may cancel for breach and seek all remedies available at law or equity.

Conflict: In the event of a conflict between this Purchase Order and other documents purporting to have different terms and conditions, this Purchase Order shall control, unless the County and Vendor expressly agree otherwise in writing.

Modification of Terms and Conditions: This Purchase Order (including contracts incorporated herein by reference) represents the entire and integrated agreement between County and Vendor and supersedes all prior negotiations, representations or agreements either written or oral. This Purchase Order may be amended only by a writing signed by County and Vendor.

Defense, Indemnification, Hold Harmless: To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

- any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance under this Purchase Order (including contracts incorporated herein by reference) or in connection with or collateral to this Purchase Order and was caused in whole or in part by the culpable conduct of Vendor or any person for whose acts or omissions Vendor is legally responsible (Vendor's Person) or any subcontractor of Vendor (Vendor's Subcontractor) or any person for whose acts or omissions Vendor's Subcontractor is legally responsible (Subcontractor's Person); and
- any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County or County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance under this Purchase Order (including contracts incorporated herein by reference) or in connection with or collateral to this Purchase Order and was caused in whole or in part by the culpable conduct of Vendor or Vendor's Person or Vendor's Subcontractor or Subcontractor's Person; and
- any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance under this Purchase Order (including contracts incorporated herein) or in connection with or collateral to this Purchase Order and was caused in whole or in part by the culpable conduct of Vendor or Vendor's Person or Vendor's Subcontractor or Subcontractor's Person.

Insurance: Vendor shall obtain and maintain insurance as may be necessary to cover its performance in connection with this Purchase Order, including the defense, indemnification, and hold harmless obligations stated above, naming Vendor as the insured and County as an additional insured on a primary and non-contributing basis. Vendor shall further comply with New York State Workers' Compensation Law with respect to maintaining appropriate insurance for Workers' Compensation and Disability Benefits. If the contract or solicitation against which this Purchase Order is drawn requires obtaining and maintaining certain insurance contracts with specified minimums, Vendor shall fulfill such obligation as required therein.

Assignment: Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Purchase Order without the previous consent in writing of County.

Confidentiality: Vendor shall not disclose any data, facts, or information concerning work performed for County or obtained while performing under this Purchase Order, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Vendor is granted use for the purposes of this Purchase Order only.

Compliance with Law: Vendor shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Vendor agrees that the appropriate review and actions under the State Environmental Quality Review Act shall be taken, as may be applicable, and documentation shall be maintained of any such review and action.

Such compliance is a material obligation of this Purchase Order and Vendor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

Vendor shall obtain at Vendor's own expense all licenses or permits required for Vendor's services or work under this Purchase Order, prior to the commencement of Vendor's performance.

Governing Law: This Purchase Order (including any contracts incorporated herein by reference) shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

Assistance with Funding Obligations: County may require assistance from Vendor in providing specific documentation required by funding sources, including, without limitation, State and Federal agencies. Vendor agrees to comply with County's requests for assistance in providing such documentation, including passing on such requirements to Vendor's subcontractors where applicable.

Discrimination Prohibited: The provisions of Labor Law §220-e are incorporated within and made a part of this Purchase Order. Specifically, Vendor acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

Suspension and Debarment: By accepting this Purchase Order, Vendor certifies that, except as noted, Vendor and any person associated with Vendor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

Severability: If any term or provision of this Purchase Order (including the contracts incorporated within by reference) shall be held invalid or unenforceable, the remainder of this Purchase Order shall not be affected thereby and every other term and provision of this Purchase Order shall be valid and enforced to the fullest extent permitted by law.

Clauses Required by Law: Each and every provision of law and clause required by law to be part of this Purchase Order shall be deemed to be part of this Purchase Order and to have been inserted in this Purchase Order, and shall have the full force and effect of law.