AMERICAN RESCUE PLAN PURCHASE ORDER TERMS AND CONDITIONS

The following Purchase Order Terms and Conditions apply to transactions paid for through American Rescue Plan funds which do not have a formal written agreement, duly executed by both parties.

1. **Entire Agreement.** If this Purchase Order refers to Vendor's bid or proposal, this Purchase Order is an acceptance of Vendor's offer to sell in accordance with the terms and conditions of the "solicitation" identified in Vendor's bid or proposal including any request for proposal or any other form of order by County. If a bid or proposal is not referenced, this Purchase Order is an offer to buy, subject to Vendor's acceptance, demonstrated by Vendor's performance or written acceptance of this Purchase Order. Any counteroffer to sell automatically cancels this Purchase Order, unless a change order is issued by County accepting a counteroffer. This Purchase Order shall supersede and control over any Vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof. Any notice required or permitted to be given to Vendor under this Purchase Order shall be sufficient if in writing, mailed, or delivered to the Vendor at the address provided on the Purchase Order. All written notices so given shall be deemed effective upon receipt.

2. **Changes or Additions.** From time to time, County may make changes, issue additional instructions, require additional work, or direct omission of work previously ordered. Such changes shall be issued in writing to Vendor by an authorized representative of County and all conditions and provisions of this Purchase Order shall apply to all such modifications. No extra work, additions, or alterations shall be paid for by County unless approved by and performed pursuant to written order of County.

3. **Payment.** In full consideration for the goods or services provided by Vendor, County shall pay or cause to be paid to Vendor the invoiced amount within forty-five (45) days after Vendor’s submission of an accurate invoice to County and all requested supporting documentation. Along with its invoice, Vendor shall submit adequate receipts and documentation as requested by County to support reimbursement of all previously agreed upon expenses. County, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Vendor agrees it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that County will not deduct such taxes from any payments to Vendor hereunder, unless required by law.

4. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the Delivery Information provided in the Purchase Order. Vendor shall make no partial deliveries of this Purchase Order without the County’s consent unless otherwise indicated in the Purchase Order. County may, but shall not be obligated to, inspect Vendor’s performance under this Purchase Order from time to time. County’s inspection, or lack of inspection, will not constitute an acceptance of any goods or services or a waiver of any right or warranty or preclude County from rejecting any defective goods or services. Vendor will coordinate lead times and delivery dates with the County. Time is of the essence with respect to delivery of the goods and performance of services.

5. **Presence.** To the extent this Purchase Order requires Vendor, its employees, and agents to be present on County property, then Vendor shall coordinate its presence with an authorized representative of the County. Vendor shall ensure a responsible representative is present on County property at all times while providing services and shall limit its presence and activities to such areas as are reasonably necessary in order to perform its obligations pursuant to this Purchase Order. Vendor, its employees, and agents will adhere to the County’s reasonable safety and security policies and procedures and will use commercially reasonable efforts not to interfere with County’s regular operations. Vendor, its employees, and agents providing goods or services while physically on county property shall be identifiable as Vendor’s employee or agent. Vendor shall take precautions to avoid damage to County property. In the event Vendor or its employees or agents cause damage to County property, Vendor will be solely responsible for all costs and expenses to return County property to its prior condition.

6. **Warranties.** Vendor warrants that it will convey good title to all goods, free of all encumbrances, and all goods delivered shall be free from defects in workmanship, material, and manufacture, shall comply with the requirements of this Purchase Order, including any drawings or specifications incorporated or samples furnished by the Vendor, and shall be free from defects in design. Vendor further warrants all goods purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. In the event Vendor is providing County with services, Vendor warrants and represents that each of its employees and agents to perform any services under the terms of this Purchase Order shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Vendor further warrants the services provided will conform to the requirements of this Purchase Order and that in performing the services Vendor will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Purchase Order and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by County. All warranties shall run...
to County. If any warranties specified herein or otherwise applicable are breached by Vendor, County may, at its
election, require Vendor to correct at Vendor’s sole expense any defect or nonconformance by repair or replacement
or return any defective or nonconforming goods to Vendor at Vendor’s expense and recover from Vendor the
purchase price or, in the case of services, require re-performance of the services or terminate this Purchase Order
and receive a full refund. Vendor agrees to hold County harmless from any loss, damage, or expense, including court
costs and reasonable attorneys’ fees, that County may suffer as a result of a breach or alleged breach of the foregoing
warranties. The foregoing remedies are in addition to all other remedies County may have at law or in equity.

7. Debarment List. Vendor certifies and warrants that it has not been debarred, suspended, or declared ineligible as
defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.I Subpart 9.4. Vendor also certifies that Vendor,
its partners, directors, officers, employees, licensees, subcontractors or agents have not been excluded, debarred, or
otherwise ineligible to participate in the Federal health care programs pursuant to 42 USC § 1320a-7. This shall be
an ongoing certification and warranty during the term of the Agreement and Vendor shall immediately notify County
of any change in the status of the certification and warranty set forth in this section. If Vendor becomes excluded
from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and
Ineligible Contractors, this Purchase Order may be terminated immediately, for cause, by County. If any partners,
directors, officers, employees, licensees, subcontractors, personnel or agents of Vendor become excluded from
Federal health care program participation, such individual shall be removed from participating in this Purchase Order
immediately. Failure by Vendor to remove such excluded individual immediately shall provide County the right to
terminate the Agreement immediately for cause.

8. Termination. County may terminate this Purchase Order in whole or in part by providing written notice if Vendor
fails to perform any of its provisions or so fails to make progress as to endanger performance in accordance with its
terms. Additionally, County may terminate this Agreement for its convenience upon thirty (30) days’ prior written
notice to Vendor. Upon termination, County shall promptly pay Vendor for all fees incurred up to and including the
effective date of termination or Vendor will refund to County a prorated share of any prepaid fees. In the event of
termination, County may procure, upon such terms and in such manner as County may deem appropriate, goods and
services similar or substantially similar to those so terminated and Vendor shall be liable to County for any excess
costs incurred, provided that Vendor shall continue the performance of this Purchase Order to the extent not
terminated. The foregoing remedies are in addition to all other remedies County may have at law or in equity.

9. Bankruptcy. In the event of any proceedings in bankruptcy or insolvency by or against Vendor, or in the event of
the appointment (with or without Vendor’s consent) of an assignee for the benefit of creditors, or of a receiver,
the County may immediately cancel this Purchase Order.

10. Governing Law and Forum. This Purchase Order shall be governed by the laws of the State of Ohio without giving
effect to its conflicts of law provisions. Any legal actions brought by either party shall be instituted in the state courts
located in Licking County, Ohio, or a federal court in the Southern District of Ohio I Notwithstanding the foregoing,
any Purchase Order issued under a U. S. Government prime contract shall be construed and interpreted in accordance
with Federal law relating to U. S. Government prime contracts.

11. Work Status Verification. Vendor and its subcontractors shall use a federal immigration verification system to
determine the work eligibility status of new employees physically performing services within the State of Ohio.

12. Equal Opportunity (intentionally bolded). Vendor shall abide by the requirements of 41 CFR 60-1.4(a), 60-
300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on
their status as protected veterans or individuals with disabilities, and prohibit discrimination against all
individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
Moreover, these regulations require that covered prime contractors and subcontractors take affirmative
action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual
orientation, gender identity, national origin, disability or veteran status.

13. Liability. Each party shall be liable for the negligent or otherwise wrongful acts of their own employees, and
agents based upon Ohio law principles of comparative fault.

14. Assignment. This Agreement is non-assignable and non-transferable. Any attempt by either party to assign its
obligations hereunder shall be void.

15. Subcontractors. Vendor shall not subcontract all or substantially all of any facet of the services without the prior
written approval of the County. Vendor shall be fully responsible for the acts and omissions of its subcontractors
and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this
Purchase Order; provided, however, that no contractual relationship shall exist between any subcontractor and
County, unless evidenced in a separate contract independent of this Purchase Order with Vendor.

16. Conflict of Interest. No article or service shall be purchased by the County from any County officer, employee, or
staff member. Vendor certifies, to the best of its knowledge and belief, that there are no potential organizational
conflicts of interest related to this Purchase Order. If Vendor cannot so certify, it shall provide a disclosure statement
to County which describes all relevant information concerning any potential conflict of interest under this Purchase
Order. In the event the potential conflict of interest cannot be resolved, County may declare this Purchase Order void and of no further force or effect and County shall have no further obligations hereunder.

17. **Right to Audit Privilege.** County reserves the right to audit or inspect work performed by Vendor under this Purchase Order. County may participate directly or through an appointed representative in order to verify that the Services related to this Purchase Order have been performed in accordance to the procedures indicated.

18. **Compliance.** Vendor and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable County policies.

19. **Severability.** The terms of this Purchase Order are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

20. **Survival.** Provisions surviving termination or expiration of this Purchase Order are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

21. **Waiver.** A waiver of any term or provision of this Purchase Order by County shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Purchase Order. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

22. **Relationship of Parties.** No agency, partnership or joint venture is created by this Purchase Order. The parties affirmatively disclaim any intent to form such relationship. Vendor is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state or local law with respect to any sums paid hereunder. Vendor is not County’s agent or representative and has no authority to bind or commit County to any agreements or other obligations.

23. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, County cannot guarantee the continued availability of funding of this Purchase Order notwithstanding the consideration contained within this Purchase Order. In the event funds to finance this Purchase Order become unavailable, either in full or in part, due to such reductions, County may terminate the Purchase Order or reduce the consideration upon notice in writing to Vendor. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). County shall be the final authority as to the availability of funds. The effective date of such Purchase Order, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Vendor may cancel this Purchase Order as of the effective date of the proposed reduction upon the provision of advance written notice to County. Vendor shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the date of the notice of termination.

24. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Purchase Order or to enjoy its benefits for any reason outside of that party’s reasonable control, including, but not limited to, natural disaster, epidemic, pandemic or decrees of governmental bodies not the fault of the affected party (hereinafter referenced to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Purchase Order shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement with immediate effect. Without limiting the foregoing, Vendor understands and agrees that, for the purposes of this force majeure clause and the Purchase Order, County as an instrumentality of the State of Ohio to which the legal and law enforcement jurisdiction, emergency management, and life/health safety responsibilities have been delegated, shall have the sole right to determine whether or not there exists an epidemic/pandemic situation that should either limit public access to County or the travel of individuals to or from County, and may suspend performance under this Purchase Order temporarily or terminate this Purchase Order in part or in its entirety.

25. **Copyright Warranty.** Vendor warrants that the goods or services sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright trade secret, or any other proprietary right of any third party existing under laws of the United States or any foreign country. Vendor agrees to, at Vendor’s own expense, to defend any and all actions or suits alleging such infringements and will save County, its regents, officers, employees, agents and students harmless in cases of such infringement.

26. **Data Privacy Laws.** Vendor shall comply with all international, federal, state, and/or local data privacy laws.

27. **Federal Flowdown Provisions for Federally Funded Grants.** The County has entered into an agreement with either the U.S. Government, or another entity who has itself entered into an agreement with the U.S. Government. That agreement requires that certain federal grant provisions be made a part of any subsequent Purchase Order issued by County related to furthering the performance or deliverables required under that agreement. Where necessary to make the context of these provisions applicable to this Purchase Order, the term "contractor" shall mean "Vendor,"
the term "contract" shall mean "this Purchase Order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "County." Vendor hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and County, as applicable.

a. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c).** All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

b. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirement of 40 U.S.C. 3704 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

d. **Rights to Inventions Made Under a Contract or Agreement.** If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.02(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR part 401. "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

e. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.** Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

f. **Access to Records (OMB Circular A-110, .48(d)).** All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcriptions.

g. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in
connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

h. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the County will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

i. **Huawei Ban.** The Contractor and any subContractors affirms that they have not and will not obligate or loan or expend funds received through this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems, or that they will provide or are providing products that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) including:

   (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

   (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.