

# Terms and Conditions

**1) Liability Insurance:** Fulfillment of this purchase order requires vendor to proceed at its own cost and keep in force worker' compensation insurance and public liability insurance until completion and final payment. Upon notification by the Board of Commissioners, the successful vendor will provide proof of adequate general liability and workers' compensation coverage.

**2) Termination:** Mahoning County may, by written notice to vendor, terminate the whole or any part of this purchase order if the Vendor fails to perform any provisions of this purchase order or so fails to make progress as to endanger performance of this purchase order upon reasonable notice by County. The County reserves the right to terminate as unresponsive any contract if the vendor fails to provide the information requested. The County also reserves the right to terminate any contract when the investigation fails to satisfactorily prove that the vendor is qualified to carry out the terms and conditions of the contract.

**3) Non-Discrimination Clause:** Vendor agrees not to discriminate on the basis of race, gender, national origin, or age in conformance with State and Federal Law.

**4) Equal Employment Opportunity:** There shall be no discrimination exercised against any citizen in the employment of labor, whether skilled or unskilled, under the Contract; such discrimination shall be deemed to be a material breach of the Contract. The vendor shall subscribe to and comply with all applicable state and federal laws pertaining to Equal Employment Opportunities.

**5) Ohio State Law:** The validity, performance, construction and effect of this contract shall be governed by the law of the State of Ohio.

**6) Indemnification:** By its acceptance of this purchase order, Vendor expressly agrees to defend, indemnify and save harmless the County from and against any and all liability, loss, damage, costs and expenses, claims, suits and demands for any loss or damage to property or injuries to persons, including death, arising out of the performance of any work.

**7) Acceptance:** Vendor has read and understands this purchase order and agrees the Vendor's written acceptance of the commencement of any work or service under this purchase order shall constitute vendor's acceptance of these terms and conditions. All terms and conditions proposed by Vendor which are different from or in addition to this order are unacceptable. No additional work shall be done unless specifically agreed to by the County by written purchase order change notification. A written purchase order change order is a condition precedent for payment to vendor. The County is not responsible for payment to vendor without such written notification even if work has been performed.

**8) Vendor Acceptance of Terms:** Please be advised that if this purchase order is for maintenance /repairs/services not exceeding \$1,000.00. You must sign the attached acceptance of terms and return the completed form to the specified address listed. This is not a contract until the acceptance of terms is signed. Therefore, no work may be done until this Vendor copy is signed and returned to the address listed, pursuant to Resolution 96-157.

*Paul A. Ford*  
\_\_\_\_\_  
Signature  
*President*  
\_\_\_\_\_  
Title  
*5/20/19*  
\_\_\_\_\_  
Date

Please sign and date the Acceptance of Terms and return within ten days to the:

MAHONING COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT  
21 WEST BOARDMAN STREET  
YOUNGSTOWN, OHIO 44503

16851