

PURCHASE ORDER TERMS & CONDITIONS

1. General Overview

A. This document details the terms and conditions applicable to the entire Purchase Order document (referred to as PO) between the Rochester Genesee Regional Transportation Authority (herein referred to as RGRTA) and the Vendor identified on the PO (herein referred to as VENDOR) that is providing Goods and/or Services to the Authority (herein referred to as DELIVERABLES).

1.1. Order of Precedence

- A. The following items comprise the entire PO and shall control in the order of precedence below in the event of a conflict among provisions:
- a. Federal Transit Administration (FTA) Required Clauses, if applicable
 - i. FTA Required Clauses only apply if indicated on the PO and are [available at this link](#).
 - b. Standard Clauses for New York State Contracts (referred to as NYS Clauses)
 - i. NYS Required Clauses apply to all POs and are [available at this link](#).
 - c. PO issued by RGRTA
 - d. RGRTA Solicitation
 - e. New York State Office of General Services (NYSOGS) Contract, if applicable
 - i. The terms of a NYSOGS Contract apply only if indicated on the PO.
 - f. Purchase Order Terms and Conditions (this document)

VENDOR'S Response to Solicitation

1.2. Governing Law

A. This PO shall be governed by, interpreted, construed, and enforced under the substantive laws of the State of New York, and venue shall be in the County of Monroe, Rochester, New York, for any legal action or dispute resolution.

1.3. Compliance with All Laws

- A. During performance of this PO, for itself, its assignees, and successors in interest, VENDOR agrees to comply with all applicable Federal, State and local laws and regulations; including, but not limited to, those identified in the US Department of Transportation (DOT) Required Clauses and Standard Clauses for New York State Contracts exhibits incorporated in the PO. All such laws and regulations shall be deemed to be incorporated herein.
- a. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, the VENDOR and its Subcontractors must fully comply with NYS Prevailing Wage Laws. More information is available in the NYS Required Clauses and the Department of Labor's Website at: <https://labor.ny.gov/workerprotection/publicwork/PWContents.shtm>.

1.4. Specifications

A. VENDOR warrants that the DELIVERABLES will conform to the specifications, drawings, samples, or other description furnished or specified by RGRTA and will be fit for use, sufficient for the purpose intended, and free from defects.

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1.5. Independent Contractor

A. VENDOR is considered an independent contractor and nothing in this PO shall be construed to constitute VENDOR, or any of its employees, officers, directors, agents, or representatives, as an employee or agent of RGRTA, nor shall VENDOR have any authority to bind RGRTA in any respect. VENDOR is not entitled to any of the employment benefits provided by OWNER to its employees and VENDOR shall have the sole responsibility for payment of its employees' wages, benefits, other compensation and federal, state, and local employer obligations.

1.6. Contract Deemed Executory

A. The PO shall be deemed executory only to the extent of the funding available and RGRTA shall not incur any liability beyond the funds annually budgeted. RGRTA may make reductions in the PO for losses/reductions in its sources of revenue. If this occurs, VENDOR's obligations regarding the DELIVERABLES provided under the PO may be reduced correspondingly.

2. Insurance

2.1. Workers' Compensation and Disability Insurance

A. VENDOR shall carry Workers' Compensation statutory coverage in compliance with the Workers' Compensation Law of the State of New York. VENDOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of VENDOR's employees engaged in the performance of the work or services.

2.2. Other Insurance

A. VENDOR agrees, while performing services specified in this PO, to carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" RGRTA from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with RGRTA prior to the performance of services.

3. Shipping/Delivery Instructions

3.1. FOB Destination

A. Unless otherwise specified on the PO or agreed to in writing, all DELIVERABLES are to be shipped Prepaid, F.O.B. Destination.

3.2. Date of Delivery

- A. Time is of the Essence
- B. In the event the VENDOR has any exception to the delivery by date specified in this PO, the VENDOR shall give prior notification and obtain written approval from the RGRTA.
- C. If VENDOR does not meet the deliver-by date nor receives relief from the deliver-by date, RGRTA reserves the right to cancel the order.
 - a. The acceptance by RGRTA of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the VENDOR.

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4. Indemnification

- A. VENDOR warrants that the sale of any item hereunder does not infringe any patent, copyright, or trademark. The Vendor agrees to indemnify and save the RGRTA harmless from any loss, damage, or expense, which may result from patent, copyright, or trademark infringement through the aforesaid sale or use.
- B. VENDOR will indemnify, hold harmless, and defend RGRTA, its officers, agents, and employees from all liability for claims, suits, actions, damages, costs, and expenses (including reasonable attorneys' fees) loss or injury to persons or property in any manner arising out of or incident to VENDOR's performance hereunder. Vendor's indemnification obligation shall survive its performance hereunder.

5. Billing, Payment, and Prices

- A. VENDOR shall submit a proper and correct written invoice to RGRTA at the following address: Rochester-Genesee Regional Transportation Authority, Attn: Accounts Payable, 1372 East Main Street, Rochester, New York 14609.
- B. Each invoice shall be considered proper and correct when it includes at least the following information: (a) PO number as indicated on the PO; (b) Itemized pricing consistent with the Quote provided; (c) Outstanding balance, if applicable; (d) Total Due for the Invoice.
 - a. If New York State Prevailing Wage laws apply, VENDOR shall submit certified payroll with each invoice and if subcontractor(s) are utilized, VENDOR shall submit copies of received invoices with the submission of OWNER's invoice(s).
- C. All amounts due and owing shall be paid by RGRTA within thirty (30) days of receipt of properly submitted invoice subject to the RGRTA's acceptance of the DELIVERABLES provided.
- D. RGRTA will not pay any Subcontractor directly. Subcontractor shall submit invoices to VENDOR.
- E. The price as delineated in the PO shall be the total cost and include all costs associated with delivery, unanticipated and anticipated, to RGRTA. Contractor shall bill no more and RGRTA shall pay no more than the price(s) listed in PO. The price(s) shall include all applicable taxes and shall not include any New York State sales or usage taxes on the delivery or distribution.