Attachment B
Purchase Order Terms and Conditions

These general conditions shall apply at all times to this Purchase Order, unless otherwise agreed to in writing by the Hillsborough County Aviation Authority (hereinafter "Authority").
The Bidder, Contractor, Supplier or Vendor (hereinafter "Supplier") agree as set forth below:

A. Indemnification and Hold Harmless

To the maximum extent permitted by Florida law, in addition to Supplier's obligation to provide pay for and maintain insurance as set forth elsewhere in this Purchase Order, Supplier will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Purchase Order;
4. performance, non-performance or purported performance of this Purchase Order;
5. violation of any law, regulation, rule, Advisory Circular or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Supplier or the Supplier's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Supplier, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

In addition to the duty to indemnify and hold harmless, Supplier will have the separate and independent duty to defend the Authority, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Purchase Order;
4. performance, non-performance or purported performance of this Purchase Order;
5. violation of any law, regulation, rule, Advisory Circular or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Supplier or the Supplier's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Supplier regardless of whether it is caused in part by the Authority, its members, officers, agents, employees, or volunteers.

This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Supplier by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claims caused by the negligence, acts or omissions, of the Authority, it's members, officers, agents, employees and volunteers.

If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then Supplier agrees to the following: To the maximum extent permitted by Florida law, Supplier will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Supplier and persons employed or utilized by the Supplier in the performance of this Purchase Order.

If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Purchase Order, (ii) coverage amount of Commercial General Liability Insurance required under this Purchase Order or (iii) $1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Purchase Order.

In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Supplier shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Supplier and persons employed or utilized by the Supplier in the performance of this Purchase Order. This indemnification in this paragraph shall survive the termination of this Purchase Order. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

Supplier's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Purchase Order until it is determined by final judgment that any suit, claim or other action against the Authority, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.

Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

The Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Supplier of any of its obligations under this Article.

If this Article or any part of this Article is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

B. Warranty of Goods and Services

1. Goods

The Supplier warrants that the goods, services, materials, machinery, equipment and apparatus (hereinafter collectively "Goods") furnished under this Purchase Order will be merchantable, new and of recent manufacture unless otherwise specified and that all Goods will be of good quality, free from faults and defects and in conformance with this Purchase Order. Goods not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Authority, the Supplier shall furnish satisfactory evidence as to kind and quality of Goods. The Supplier warrants it will correct any defective Goods or Goods found not to be in compliance with the requirements of this Purchase Order, or applicable laws, building codes, rules or regulations, for one year from the Delivery Date. All defective Goods or Goods found not to be in compliance with the requirements of this Purchase Order, or applicable laws, building codes, rules or regulations, appearing within this one-year period will be promptly corrected by the Supplier at the Supplier's own cost, without reimbursement from Purchaser. Any Goods corrected during this one-year period will be warranted for one year from the date of accepted correction. With respect to any portion of Goods provided after Delivery Date, the one-year correction period shall be extended by the period of time between Delivery Date and the actual delivery. This warranty provided will be in addition to and not in limitation of any other warranty required by this Purchase Order or otherwise prescribed by law. The warranties set out herein are not in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. If the Supplier's correction or removal of defective Goods or Goods found not to be in compliance with the requirements of this Purchase Order causes damage to or destroys other property, the Supplier shall be responsible for the cost of correcting the destroyed or damaged property. Nothing contained in this Article shall be construed to establish a period of limitations with respect to other obligations the Supplier has under this Purchase Order. Establishment of the one-year period for correction of Goods as described in this Article relates only to the specific obligation of the Supplier to correct the Goods, and has no relationship to the time within which the obligation to comply with this Purchase Order may be sought to be enforced, nor to the time within which proceedings many be commenced to establish the Supplier's liability with respect to the Supplier's obligations other than to specifically correct the Goods. Supplier's obligation to provide the Goods in accordance with this Purchase Order shall be absolute. No action by the Authority will constitute an acceptance of Goods that are not in accordance with this Purchase Order or release the Supplier's obligation to supply the Goods in accordance with this Purchase Order unless specifically approved in writing by the Authority Director of Procurement.

2. Services

Supplier warrants that the services performed under this Purchase Order will be in accordance with the highest applicable professional or industry standards, first quality workmanship, and on-time as specified in the project schedule.

C. Material Safety Data Sheet

Supplier will supply a Safety Data Sheet (SDS) with each initial delivery of any materials defined by the State of Florida or the Federal Government as being toxic or harmful.

D. General Civil Rights Provisions

The Supplier agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Supplier and subcontractors from the bid solicitation period through the completion of this Purchase Order. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

E. Compliance with Non-Discrimination Requirements

During the performance of this Purchase Order, the Supplier, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations. The Supplier will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Purchase Order.

2. Nondiscrimination. The Supplier, with regard to the work performed by it under this Purchase Order, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Supplier will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Purchase Order covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Soliciations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Supplier for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Supplier of Supplier's obligations under this Purchase Order and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

4. Information and Reports. The Supplier will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Supplier is in the exclusive possession of another who fails or refuses to furnish this information, the Supplier will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Supplier's non-compliance with the non-discrimination provisions of this Purchase Order, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding payments to the Supplier under this Purchase Order until the Supplier complies, and/or cancellation, termination or suspension of this Purchase Order, in whole or in part.

6. Incorporation of Provisions. The Supplier will include the provisions of Section 2, Services, Paragraph E, Compliance with Non-Discrimination Requirements, Items 1 through 6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, Regulations, and directives issued pursuant thereto. The Supplier will take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that if the Supplier becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the Supplier may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Supplier may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Purchase Order, the Supplier, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Supplier must take reasonable steps to ensure that LEP persons have meaningful access to the Supplier's programs (70 Fed. Reg. at 74087 to 74100); and
l. Title IX of the Education Amendments of 1972, as amended, which prohibits the Supplier from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
The Supplier assures that, in the performance of its obligations under this Purchase Order, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to the Supplier, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. The Supplier, if required by such requirements, will provide assurances to the Authority that the Supplier will undertake an affirmative action program and will require the same of its subconsultants.

F. Woman and Minority-Owned Business Enterprise (W/MBE)

1. Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Supplier will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Purchase Order.

2. Non-Discrimination

a. Supplier and any subcontractor of Supplier will not discriminate on the basis of race, color, national origin, or sex in the performance of this Purchase Order. Supplier will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Purchase Order. Failure by Supplier to carry out these requirements is a material breach of this Purchase Order, which may result in the termination of this Purchase Order or such other remedy as Authority deems appropriate.
b. Supplier agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
c. Supplier agrees to include the statements in paragraphs (a) and (b) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

3. W/MBE Participation

a. W/MBE Goal: No specific goal for W/MBE participation has been established for this Purchase Order; however, Supplier agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the term of this Purchase Order, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida

Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR part 26 in the performance of this Purchase Order.

b. W/MBE Termination and Substitution: Supplier is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during the term of this Purchase Order will be a material violation of this Purchase Order and will invoke the sanctions for non-compliance specified in this Purchase Order and the W/MBE Policy and Program.

c. Monitoring: Authority will monitor the ongoing good faith efforts of Supplier in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Supplier and the W/MBE participant, and other records pertaining to W/MBE participation, which Supplier will maintain for a minimum of three years following the end of this Purchase Order. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Purchase Order to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Purchase Order, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Supplier for the achievement of these goals.

d. Prompt Payment: Supplier agrees to pay each subcontractor under this Purchase Order for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Supplier receives from Authority. Supplier agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

G. Compliance

1. Supplier shall be subject to and in compliance with all Rules and Regulations, Policies, Standard Procedures and Operating Directives of the Authority.

2. Supplier shall have in its possession all applicable permits or licenses that may be required by federal, state, or local law to furnish goods, materials, machinery, apparatus or services required under the scope of this Purchase Order.

3. Supplier shall be subject to and in compliance with all federal, state, or local law in the performance of this Purchase Order.

H. Insurance

To the extent insurance requirements are not otherwise specified in or attached to this Purchase Order or in any other contract applicable to Supplier, Supplier represents that as of the date of this Purchase Order, Supplier maintains, at a minimum, the following insurance coverages:

1. Commercial General Liability in an amount not less than $1,000,000 per occurrence/$1,000,000 aggregate. Hillsborough County Aviation Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees shall be included as Additional Insureds. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

2. Worker's Compensation insurance as required by law and Employer's Liability in the amount of $1,000,000 Each Accident/$1,000,000 Disease – Policy Limit/$1,000,000 Disease – Each Employee.

3. If Supplier will use or provide for the use of motor vehicles in the performance of services or delivery of products under this Purchase Order on Airport property, Supplier will also maintain Automobile Liability insurance for all vehicles used in the performance of services or delivery of products on Airport property under this Purchase Order in the amount of $1,000,000 per occurrence. Coverage will be provided for all owned, hired, and non-owned vehicles on a form no more restrictive than ISO Form CA 00 01.

Upon request from Supplier, Supplier shall provide proof of such insurance coverages, in a manner and with insurers satisfactory to Supplier.

Upon advance notice to Supplier, Authority reserves the right to:

1. Increase the amounts of the minimum required insurance limits.
2. Require additional types of insurance coverage not described above.
3. Add more detail to describe the scope of coverage in the required types of insurance.

The insurance requirements set forth in this Purchase Order are not intended and shall not be construed to limit Supplier's liability under this Purchase Order in any manner. In addition, the insurance

requirements set forth in this Purchase Order are not intended to modify, limit or reduce any other remedy described in this Purchase Order, including but not limited to, the right of indemnification.
Any insurance provided in accordance with this Purchase Order shall be primary and non-contributory. The insurance maintained by Supplier must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

I. Accounting Records and Audit Requirements

1. Books and Records

In connection with payments to Supplier under this Purchase Order, it is agreed Supplier will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Supplier will maintain such books and records for five years after the end of the term of this Purchase Order. Supplier will not destroy any records related to this Purchase Order without the express written permission of the Authority.

2. Financial Reports

Supplier will submit all financial reports required by Authority, in the form and within the time period required by Authority.

3. Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the term of this Purchase Order or within three years after the end of this Purchase Order, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Supplier's records for the purpose of determining payment eligibility under this Purchase Order or over selected operations performed by Supplier under this Purchase Order for the purpose of determining compliance with this Purchase Order.
Free and unrestricted access will be granted to all of Supplier's records directly pertinent to this Purchase Order or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Supplier will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Supplier may transport Authority team to Supplier headquarters for purposes of undertaking said engagement. In such event, Supplier will pay reasonable costs of transportation, food and lodging for Authority team. In the event Supplier maintains its accounting or Purchase Order information in electronic format, upon request by Authority auditors, Supplier will provide a download or extract of data files in a computer readable format acceptable to the Authority at no additional cost. Authority has the right during the engagement to interview Supplier's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.
Supplier agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Authority may assess liquidated damages in the amount of one hundred dollars ($100) for each item in a records request, per calendar day, for each time Supplier is late in submitting requested records to perform the engagement. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Supplier's failure to comply. Accrual of such damages will continue until specific performance is accomplished. If as a result of any engagement, it is determined that Supplier has overcharged Authority, Supplier will re-pay Authority for such overcharge and the Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Supplier has overcharged Authority by more than three percent of the reimbursable amount, excluding any lump sum amount, contained in this Purchase Order, Supplier will also pay for the entire cost of the engagement.
Supplier agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Supplier will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Purchase Order.

J. Modifications to Purchase Order

The content and conditions of this Purchase Order may not be modified by any verbal understanding. Any changes must be in writing and approved by the Authority Director of Procurement or designee.

K. Invoices

All invoices, packing lists and packages must bear the Purchase Order number as printed on the face of this Purchase Order. All invoices must have a unique invoice number, date, pricing by line item and unit price that are consistent with this Purchase Order. Unit prices shall not exceed past four decimal places. **Improper invoices will be returned to the Supplier.**

L. Termination

The Authority will have the right to terminate this Purchase Order immediately and without notice for failure to perform, and may terminate without cause at any time upon 30 days written notice to the Supplier. The Authority will compensate the Supplier for any goods received and accepted by the Authority and any services approved and performed prior to the date of termination. The Authority does not guarantee work or any amount of work to the Supplier during the term of this Purchase Order.

M. Applicable Law and Venue

This Purchase Order will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Purchase Order will be in the Circuit Court of Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Supplier hereby waives any claim against Authority, and its officers, Board members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Purchase Order or any part hereof, or by any judgment or award in any suit or proceeding declaring this Purchase Order null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

N. Breach of Purchase Order

Failure by the Supplier to carry out the requirements listed herein is a material breach of this Purchase Order, which may result in the termination of this Purchase Order or such other remedy as the Authority deems appropriate.

O. Dispute Resolution

1. Dispute Resolution

a. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Purchase Order, payment of money, extension of time or other relief with respect to the terms of this Purchase Order. The term claim also includes other matters in question between Authority and Supplier arising out of or relating to this Purchase Order. The responsibility to substantiate claims will rest with the party making the claim.

b. If for any reason Supplier deems that additional cost or time is due to Supplier for work not clearly provided for in this Purchase Order, or previously authorized changes in the work, Supplier will notify Authority in writing of its intention to claim such additional cost or time. Supplier will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

c. Written notice of intention to claim must be made within ten (10) days after the claimant first recognizes the condition giving rise to the claim or before the work begins on which Supplier bases the claim, whichever is earlier.

d. When the work on which the claim for additional cost or time is based has been completed, Supplier will, within ten (10) days, submit Supplier's written claim to Authority. Such claim by Supplier, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.

e. Pending final resolution of a claim, unless otherwise agreed in writing, Supplier will proceed diligently with performance of this Purchase Order and maintain effective progress to complete the work within the time(s) set forth in this Purchase Order.

f. The making of final payment for this Purchase Order may constitute a waiver of all claims by Authority except those arising from:

(1) Claims, security interests or encumbrances arising out of this Purchase Order and unsettled;
(2) Failure of the work to comply with the requirements of this Purchase Order;
(3) Terms of special warranties required by this Purchase Order;
(4) Latent defects.

2. Resolution of Claims and Disputes

a. Authority will review claims and may (1) request additional information from Supplier which will be immediately provided to Authority, or (2) render a decision on all or part of the claim. Authority will notify Supplier in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of the required additional information.

b. If Authority decides that the work relating to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Supplier a written directive to proceed. Supplier will proceed as instructed.

P. Conflict of Interest

Prior to doing business with the Authority and throughout the term of this Purchase Order, the Supplier shall notify the Authority if any Supplier's corporate officer or member is related to an Authority employee or member of the Authority Board of Directors.

Q. Security Badging

Any employee of the Supplier, or any employee of its subcontractors or agents, that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Purchase Order will be badged with an Airport identification badge (hereinafter referred to as "Badge") provided by the Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by the Supplier. These costs are subject to change without notice, and the Supplier will be responsible for paying any increase in the costs. All badged employees of the Supplier and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

The Supplier will be assessed a fine for each Badge that is lost, stolen, unaccounted for or not returned to the Authority at the time of Badge expiration, employee termination, termination of this Purchase Order, or upon written request by the Authority. This fine will be paid by the Supplier within fifteen (15) days from the date of invoice. The fine is subject to change without notice, and the Supplier will be responsible for paying any increase in the fine.

If any employee of the Supplier is terminated or leaves the Supplier's employment, the Authority must be notified immediately, and the Badge must be returned to the Authority promptly.

R. Acceptance of Terms and Conditions

Acceptance by the Supplier of this Purchase Order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the Purchase Order, or attached to the Purchase Order, or referenced in any solicitation document, government contract pricing document, or other procurement document, which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this Purchase Order and any referenced solicitation document, government contract pricing document, or other procurement document, the solicitation document, government contract pricing document, or other procurement document shall govern.

S. Subordination to Grant Assurances

This Purchase Order shall be subordinate to the provisions of any existing or future agreements between the owner/operator of the Airport and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Airport of Federal funds for the development of the Airport ("Grant Assurances"). In the event that this Purchase Order, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, Authority has the right to amend, alter or otherwise modify the terms of this Purchase Order in order to resolve such conflict or violation.

T. Non-Exclusivity of Purchase Order

The Supplier understands and agrees that any resulting contractual relationship is non-exclusive and the Authority reserves the right to contract with more than one Supplier or seek similar or identical services elsewhere if deemed in the best interest of the Authority.

U. Compliance with Public Records Law

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O.BOX 22287, TAMPA FL 33622.

Supplier agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

1. Keep and maintain public records required by Authority in order to perform the service contemplated by this Purchase Order.

2. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Fla. Stat. or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Purchase Order term and following completion of this Purchase Order.

4. Upon completion of this Purchase Order, keep and maintain public records required by Authority to perform the service. Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

The Supplier specifically waives any claims against the Authority related to the disclosure of any materials if made under a public records request.

V. Public Entity Crimes

Supplier is required to immediately notify Authority if Supplier is currently on or at any time during the term of this Purchase Order is placed on the Florida Department of Management Services, Convicted Vendor List, the Federal Convicted Vendor List or the Florida Department of Transportation Contractor Suspension List. A person or affiliate who has been placed on a convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

NOTE: The following section applies to Capital Purchase Orders only. Refer to the “Notes” section of the Purchase Order:

E-Verify Requirement

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), and Fla. Stat. Section 448.095, all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with FDOT funding contain this assurance applicable to vendors and contractors as a condition for any new Joint Participation Agreements dated after January 4, 2011. The Supplier will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-Verify requirements set out above.

End of Document