



SANFORD AIRPORT AUTHORITY
Purchase Order (PO) Terms and Conditions

This PO authorizes delivery of the listed items or services. If a solicitation number is referenced, the terms and conditions of said solicitation become part of this PO. If there is a conflict between these Terms and Conditions or that of the referenced solicitation, the solicitation Terms and Conditions will govern. The Sanford Airport Authority ("Authority") OBJECTS in advance to the inclusion of any additional terms proposed by Seller in its acceptance or acknowledgement of this order. The inclusion of such terms by the Seller will be of no significance, such terms will not be additional terms to this order, and Authority's acceptance of Seller's goods or services shall not be deemed as acceptance of such terms. If vendor terms and conditions conflict with the Authority's Terms and Conditions, the Authority's Terms and Conditions shall prevail. Deviation from prices stated herein is not permitted without a signed corrected PO or Change Order. These terms and conditions are subject to change without notice. Unless otherwise stated on the face of the purchase order, the following terms and conditions shall apply:

I. GENERAL

1. Delivery: Shipping is defined as **Freight on Board (FOB) Destination, Freight Allowed**. Title and risk of loss shall pass when items have been received, inspected, and accepted by the Authority. Unless previously negotiated and included on PO, all associated shipping, insurance, and other related costs shall be borne by Provider. **2. Discontinued:** Provider shall give Authority thirty (30) days advance notice of a discontinued item(s) so that Authority can purchase additional quantities of discontinued item(s). Authority must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO, Contract, or Solicitation Award can be terminated by the Authority for convenience, non-appropriation of funds, or non-performance. **3. Disputes:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Authority shall be final and binding on both parties. **4. Governing Law/Jurisdiction/Venue:** This Purchase Order, and all extensions and modifications thereto, and all questions relating to its validity, interpretation, performance, or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The venue for all proceedings will be the circuit courts of Seminole County Florida. Each party agrees to bear its own costs and attorneys' fee relating to any dispute arising under this PO or contract. Provider shall comply with all applicable laws and regulations. **5. Public Entity Crimes:** In compliance to Section 287.133 Florida Statutes, a business, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or solicitation to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids 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 section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. **6. Insurance:** Before work begins under the PO or Contract Contractor shall furnish Certificates of Insurance to the limits acceptable to the Authority thereto pertaining to this PO or contract and from an A.M. Best "A- " or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The City of Sanford, the Sanford Airport Authority and its board of directors, officers, and employees shall be named as an additional insured. Insurance shall include general liability, automobile, and workers compensation (or state-issued exemption). Contractor's all risk insurance (CAR) shall be required of the Contractor if applicable to the worksite and job location. For services performed off Authority premises and goods delivered by third-party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above. Compliance with insurance requirements shall not limit the liability of the Contractor, its subcontractors, employees, or agents. **7. Indemnification:** To the fullest extent permitted by law, Seller will indemnify, hold harmless and defend the City of Sanford; Authority; and Authority's officers, employees, agents, and representatives from any and all liability; claims; judgements; costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs; court costs; and all other sums arising out of the products, goods or services furnished by Seller, its agents, employees, or subcontractors; the equipment of the Seller, its agents, employees, or subcontractors; or the acts, omissions, and/or negligence of Seller or the Seller's agents, employees, or subcontractors. The Indemnification requirements do not restrict, limit, or modify Seller's compliance with the insurance provisions requirements under this Agreement. Seller's compliance with the insurance requirements under this Agreement will not restrict, limit, or modify Seller's Indemnification obligations. If the indemnification provisions recited in 7. Indemnification above is deemed to be void under Florida law, then Seller will indemnify the City of Sanford; Authority; and Authority's officers, employees, agents, and representatives in accordance with, and to the fullest extent permitted by, the obligations and limitations set forth in Section 725.08, Florida Statutes. These indemnification provisions will survive the Termination of this Agreement. **8. Intellectual Property:** Provider agrees to protect, defend, indemnify, and save the Authority, its agents, officials, including elected officials, and employees of the Authority harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or contract, infringes or misappropriates any third party's intellectual property. If Provider must pay a third party any license, royalty, or other such usage fee to deliver the item(s) under this PO or contract, such third party and usage fee must be specified in the Provider's offer to sell to the Authority. **9. Modification & Assignment:** Authority may unilaterally change, at no additional cost, the quantity and receiving point within the Authority for items not yet shipped. All other items must be mutually agreed upon in writing. Authority is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO, contract or solicitation quantity, or items shipped at a higher price than stated on the PO or contract. Neither this PO or contract nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the Authority. **10. Notices:** All notices given by one party to the other party under this PO or contract shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the Authority, it shall be addressed to the Finance Department, 1200 Red Cleveland Blvd., Sanford, FL 32773. **11. No Waiver:** Except as expressly set forth herein, no failure or delay on the part of the Authority in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy. **12. Order of Precedence:** In the event of conflict between this PO, Authority contract, or solicitation, the originating Authority contract and amendments thereto shall be controlling. If a contract has not been executed between the parties, in the event of a conflict between this PO and solicitation, the solicitation shall prevail. This control shall pertain to all specifications and scopes of work included in the originating Authority contract, solicitation, and any amendments thereto. **13. Payment:** Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, Authority shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the Authority accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO number. Pursuant to Chapter 218, F.S., the Authority will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within 45 (forty-five) days after receipt of the entire order of the commodity or service AND a properly completed invoice, whichever is later. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The Authority may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO shall create any obligation on the part of the Authority to pay directly to any subcontractor or supplier of Provider any monies due to such subcontractor or supplier or claims of such subcontractor or supplier for amounts owed by Provider to subcontractor or supplier for goods or services provided under this PO. **14. Sovereign Immunity:** The Authority expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement and/or this PO to the contrary, nothing in the Agreement and/or this PO shall be deemed as a waiver of immunity of limits of liability of the Authority beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the Authority for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. **15. Taxes:** Authority is tax exempt from Florida sales tax (Exemption# 85-8012590336C-2). Certificates are available upon request. **16. UCC:** In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code. **17. Warranty:** Unless otherwise indicated on the PO or contract, Provider warrants that all work or services performed under this PO shall be performed in a good and competent workmanlike manner to the satisfaction of the Authority, and materials shall be of good quality and free from defects for a period no less than 12 months pursuant to specifications and requirements of the contract or solicitation related to this PO. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

II. FLORIDA STATUTORY REQUIREMENTS

1. E-Verify: Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to 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. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term. Please refer to <https://www.e-verify.gov/> for detailed instructions.

2. Public Records: In compliance with all Florida Public Records Laws, the Contractor shall: (i) keep and maintain public records required by the Authority to perform the Contractor's services under this Agreement; (ii) upon request from the Authority's custodian of public records, provide the 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; (iii) 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 the term of this Agreement, and following completion of the Contractor's services under this Agreement if the Contractor does not transfer the records to the

public agency; and (iv) upon expiration or termination of this Agreement, (a) transfer, at no cost to the Authority all public records in possession of the Contractor, or (b) keep and maintain public records required by the Authority to perform the services under this Agreement. If the Contractor transfers all public records to the Authority upon expiration or termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon expiration or termination this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

If Contractor has questions regarding the application of Chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this agreement, contact the custodian of public records at publicrecords@osaa.net, 407-585-4000 and 1200 Red Cleveland Blvd., Sanford, Florida 32773.

3. Certifications Pursuant to Section 287.135, Florida Statutes; Termination of Contracts with Scrutinized Companies. 3.1 Contractor Certification: The Contractor hereby certifies pursuant to §287.135, Florida Statutes, that the Contractor (i) is not participating in a boycott of Israel, (ii) is not on the Scrutinized Companies with Activities in Sudan List created pursuant to §215.473, Florida Statutes, (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to §215.473, Florida Statutes, and (iv) does not have business operations in Cuba or Syria. **3.2 Authority's Evaluation of the Contractor's Certifications:** If the Authority determines, using credible information available to the public, that any of the matters certified by the Contractor herein are false, then the Authority shall provide the Contractor with a written notice of such determination. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If the Contractor does not make such demonstration within ninety (90) days after receipt of the notice, then the Authority shall bring a civil action against the Contractor. If a civil action is brought and the court determines that the Contractor submitted a false certification, then (a) the Contractor shall pay a civil penalty equal to the greater of two million dollars (\$2,000,000.00) or twice the amount of this Agreement, plus all reasonable attorney fees and costs of the Authority, including any costs for investigations that led to the finding of false certification, and (b) the Contractor shall be ineligible to bid on any contract or proposal with an agency or local governmental entity for three (3) years after the date that the Authority determined that the Contractor submitted a false certification. **3.3 Authority's Rights of Termination:** The Authority may terminate this Agreement if: (i) the Authority determines that any of the matters certified by the Contractor herein are false, and the Contractor fails to demonstrate that the determination of false certification was made in error pursuant to Section 18.28.2 above, (ii) the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel, (iii) the Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) the Contractor has been engaged in business operations in Cuba or Syria. **3.4 Boycott Israel:** For purposes of the foregoing provisions, (a) "Boycott Israel" or "boycott of Israel" has the meaning as defined in §215.4725, Florida Statutes, and (b) "business operations" has the meaning as defined in §287.135, Florida Statutes.

III. FEDERAL STATUTORY REQUIREMENTS

1. Civil Rights Generally. Title VI of the Civil Rights Act of 1964, as amended (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. **1.1 For all Contracts:** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance. 2.1 Title VI Clauses for Compliance with Nondiscrimination Requirements: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows: **a) Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities (the "Nondiscrimination Acts And Authorities"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. **b) Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, 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 Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. **c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin. **d) Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information. **e) Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: i) Withholding payments to the contractor under the contract until the Contractor complies; and/or ii) Cancelling, terminating, or suspending a contract, in whole or in part. **f) Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States. **2.2. Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: 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); 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); 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); 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; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age); 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); 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); 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; 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); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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; 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*). **2.3. Title VI Solicitation Notice. Title VI Solicitation Notice.** The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award. **2.4 Occupational Safety and Health Act of 1970. Contract Types –** All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH. **2.4.1 Contract Clause:** All contracts and subcontracts must incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee.

The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration. **2.5 Texting When Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the SAA encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

(8-15-2023 – Revision 1)

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