These terms and conditions shall apply at all times to this Purchase Order. This Purchase Order constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of any conflict between the terms and conditions of this Purchase Order and any other document, agreement, or communication between the parties, the terms and conditions of this Purchase Order shall take precedence, unless otherwise agreed to in writing by the Hillsborough County Aviation Authority ("Authority").

The Bidder, Contractor, Supplier or Vendor ("Supplier") agrees as set forth below:

A. Indemnification and Hold Harmless - To the maximum extent permitted by Florida law, in addition to the Supplier's obligation to provide pay for and maintain insurance as set forth elsewhere in this Purchase Order, the 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, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution 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, order, decree, Federal directive, or Federal circular;
   6. infringement of any patent, copyright, trademark, trade dress, or trade secret rights; and/or
   7. contamination of the soil, groundwater, surface water, stormwater, 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, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages are 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, or volunteers.

   In addition to the duty to indemnify and hold harmless, the 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, order, decree, ordinance, Federal directive, or Federal circular;
   6. infringement of any patent, copyright, trademark, trade dress, or trade secret rights; and/or
   7. contamination of the soil, groundwater, surface water, stormwater, 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 duty to defend obligation expressly applies and shall be construed to include any and all claims caused by the negligence, acts, or omissions, of the Authority, its 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 the 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 a 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 the 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 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 the 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 comply 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 the delivery date, the one-year correction period shall be extended by the period of time between the 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 is found not to comply with the requirements of this Purchase Order and 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 may 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 Vice President 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 - In all its activities within the scope of its airport program, the Supplier 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, creed, 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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent 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 Purchase Order.

2. **Nondiscrimination:** The Supplier, with regard to the work performed by it during this Purchase Order, will not discriminate on the grounds of race, color, national origin, creed, sex, age or disability 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 this Purchase Order covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 including amendments thereto.

3. **Solicitations 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 procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Supplier of the Supplier's obligations under this Purchase Order and the

Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin, sex, creed, age or disability.

4. **Information and Reports**: The Supplier 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 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 Supplier is in the exclusive possession of another who fails or refuses to furnish the 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, (a) withholding payments to the Supplier under this Purchase Order until the Supplier complies; and/or (b) cancelling, terminating or suspending this Purchase Order, in whole or in part.

6. **Incorporation of Provisions:** The Supplier will include the provisions above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Supplier will take 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, 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.

7. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Purchase Order, the Supplier, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination 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, and 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) including amendments thereto;
   - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
   - 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
   - The Civil Rights Restoration Act of 1987, (P.L. 100-259) (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 (42 U.S.C. § 12101, et seq), 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 as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and

- 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).

F. Small Business Enterprise (SBE)

1. Authority Policy - It is the policy of the Authority that small business enterprises as defined herein will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Authority. Business concerns certified as a Small Business Enterprise with Hillsborough County, City of Tampa, City of St. Petersburg, or Pinellas County, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FLUCP) (collectively, SBEs or SBE firms) will be eligible to participate on Authority funded contracts as an SBE. In advancing this opportunity for SBEs, neither the Authority nor those companies doing business with the Authority will discriminate on the basis of race, color, national origin, religion or sex in the award and performance of any Authority contract. Under its SBE Policy and Program, the Authority will recognize and encourage SBEs to participate as prime contractors or as subcontractors in its construction contracts, architectural and engineering contracts, professional services contracts, and goods and services purchases and contracts. The Authority is committed to the participation of SBEs in non-concession, non-federally funded contracting opportunities in accordance with the Authority SBE Policy and Program. Supplier will take all necessary and reasonable steps in accordance therewith to ensure that SBEs are encouraged to compete for and perform 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 the Authority SBE 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 the 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, 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. SBE Participation
   a. SBE Goal: No specific goal for SBE participation has been established for this Purchase Order; however, the Supplier agrees to make a good faith effort, in accordance with the Authority SBE Policy and Program, throughout the Term of this Purchase Order, to contract with SBE firms certified as a Small Business Enterprise by the City of Tampa, Hillsborough County, City of St. Petersburg, or Pinellas County, or as a Disadvantaged Business Enterprise (DBE) under the FLUCP pursuant to 49 CFR Part 26 in the performance of this Purchase Order.
   b. SBE Termination and Substitution: Supplier is prohibited from terminating or altering or changing the scope of work of an SBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to SBE terminations contained in the SBE Policy and Program. Failure to comply with the procedure relating to SBE 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 SBE Policy and Program.
   c. Monitoring: Authority will monitor the ongoing good faith efforts of the 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 SBE participant, and other records pertaining to SBE participation, which Supplier will maintain for a minimum of three years following the end of this Purchase Order. Opportunities for SBE 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 SBE requirement is warranted. Without limiting the requirements of this Purchase Order, Authority reserves the right to review and approve all subleases or subcontracts utilized by the 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 SBE and non-SBE 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 laws 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 the 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, the Supplier will also maintain Automobile Liability insurance for all owned, hired and non-owned 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 of the Authority, Supplier shall provide proof of such insurance coverages, in a manner and with insurance satisfactory to the Authority.

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 the Authority website at www.TampaAirport.com > Business & Careers > Business Opportunities > Supplier Resources > Supplier Resources and Training > Insurance for Suppliers.

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. Records include, but are not limited to, books, documents, papers, invoices, work plans, and work orders related to this Purchase Order. Supplier will not destroy any records related to this Purchase Order prior to the required retention period without the express written permission of the Authority.

2. Authority Right to Perform Audits, Inspections, or Attestation Engagements - At any time or times during the term of this Purchase Order or within five years after the end of this Purchase Order, the Authority, , or any duly authorized representative of, the Authority have the right 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.

   Access will be granted to all of the 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 directly pertinent to this Purchase Order or any work order. If the records are kept at locations other than Tampa International Airport, Supplier will arrange for said records to be brought to a location convenient to the Authority or will provide records electronically in a computer-readable format acceptable to the Authority at no additional cost to conduct the engagement as set forth in this Article.

   Supplier agrees to deliver or provide access to all records directly pertinent to this Purchase Order requested by Authority within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records directly pertinent to this Purchase Order requested during the engagement within seven (7) calendar days of each request. Supplier will be in material breach of this Purchase Order if Supplier fails to provide requested records in accordance with this Article and Supplier will be responsible for the cost of the audit as determined by the Authority.

   The Authority has the right during the engagement to interview the Supplier's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly pertinent to this Purchase Order as needed to support Authority workpapers.

   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 at the Federal Reserve Bank of New York (FRBNY) prime rate on the overcharge from the date the overcharge occurred.

   Approvals granted outside of the internal audit function for any services included or not included in this Purchase Order do not act as a waiver or limitation of the Authority's right to perform engagements.

   The Supplier will notify the Authority no later than seven (7) calendar days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Purchase Order and will provide Authority a copy of any audit documents or reports so received.

   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 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 Vice President of Procurement.

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 thirty (30) calendar 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) calendar days after the Supplier 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) calendar 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 the 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 the Supplier in writing of the disposition of the claim within twenty-one (21) calendar 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 the 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 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 (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) calendar 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 documents, which are made a part of this Purchase Order 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 documents, the solicitation document, government contract pricing document, or other procurement documents 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 services 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 services. 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.

W. Payment Method

1. Supplier will receive electronic payments via ACH - Standard, ePayables, or Purchasing Card (PCard). Authority reserves the right to modify the electronic payment methods and processes at any time. Supplier may change its selected electronic payment method during the term of this Purchase Order in coordination with Accounts Payable. Authority reserves the right to utilize an alternative method of payment such as Purchasing Card, with prior approval from Supplier, regardless of Supplier's originally selected payment method.

2. In accordance with Florida Statute Section 501.0117, suppliers that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

X. Anti-Human Trafficking Laws - In accordance with Section 787.06(13), Florida Statutes, Supplier attests under penalty of perjury that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Y. 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**