



**Standard Terms and Conditions of Purchase Orders
for the Jacksonville Transportation Authority**

1. This Purchase Order shall be deemed to have been accepted by the Supplier upon receipt by the Jacksonville Transportation Authority (the “Authority” or the “JTA”) of any writing, including a writing transmitted by fax or other means of electronic transmission, indicating acceptance, or by any of the following: (i) shipment of the goods or any portion thereof, (ii) commencement of any work on site; or (iii) performance of any services hereunder.
2. Time is of the essence for delivery of goods and/or services under this Purchase Order. If delivery or completion dates cannot be met, Supplier shall inform the JTA immediately. Such notice shall not, however, constitute a change to the delivery or completion terms of this Purchase Order unless the JTA modifies this Purchase Order in writing. The JTA shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event Supplier fails to make timely shipment, JTA shall have the right to purchase elsewhere, and unless the delay was caused by unforeseeable circumstances beyond Supplier’s control, Supplier shall reimburse JTA for any additional charges incurred. Supplier shall not be liable for damages resulting from Supplier’s failure or delay in delivery or completion caused solely by acts beyond Supplier’s control, including but not limited to the following: (i) strikes; (ii) lock-outs; (iii) hurricanes; (iv) fires; (v) floods; (vi) vandalism; (vii) acts of governmental agencies; (viii) war; or (ix) acts of God.
3. Supplier warrants that the materials, goods, services, and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall:
 - a. Conform in all respects to the descriptions, drawings, and specifications contained in this Purchase Order;
 - b. Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used;
 - c. Be new and unused, of good quality, and free from defects whether latent or patent in material or workmanship;
 - d. Be warranted for a minimum of two (2) years from date of acceptance by the JTA unless otherwise stipulated herein;
 - e. Be free from any security interests, liens, or encumbrances as Supplier warrants that it has good and marketable title to the goods delivered hereunder; and
 - f. Not infringe upon or violate any copyrights or patent rights.
 - g. No warranty, expressed or implied, may be modified, excluded, or disclaimed in any way by the Supplier. All warranties shall remain in full force, notwithstanding acceptance and payment from the JTA.
4. Payment will be made by JTA in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70, after the items awarded have been delivered, received, inspected, accepted, and properly invoiced. Discount terms are as set forth in the

Purchase Order Form (the "Form"). If no terms are specified, the net amount shall be payable within thirty (30) days after the later of: (i) delivery and acceptance of goods or other performance conforming to the terms of this Purchase Order; or (ii) invoicing. Unless otherwise expressly provided in the Form, the JTA shall not be liable for any shipping, handling, fuel surcharges, or similar fees. Invoices to be emailed to accountspayable@jtafla.com.

5. The JTA is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No.85-8012646346C-1; and (b) Federal Excise Tax, Registration No. 59-6018367. The only purchases allowed to be made using these exemptions are to be made on either an Authority Purchase Order or an Authority check. The sales tax exemption does not apply to goods or services that are purchased and consumed by the Supplier, or goods or services for which the Supplier is deemed to be the ultimate consumer.
6. The JTA may, by written notice, immediately terminate this Purchase Order, in whole or in part, if the Supplier fails to satisfactorily perform any provisions of this Purchase Order, or fails to make progress so as to endanger performance under the terms and conditions of this Purchase Order.
7. This Purchase Order may be terminated by the JTA without cause upon thirty (30) days written notice to the Supplier. In the event of such a termination, the Supplier shall be compensated for all services satisfactorily performed prior to termination.
8. Supplier is expressly prohibited from subcontracting its duties and transferring or assigning its rights hereunder without the prior written approval of the JTA.
9. Supplier agrees to comply with all applicable federal, state, and local laws. The Fair Labor Standards Act and the Equal Opportunity Provisions of Executive Orders are specifically incorporated herein.
10. Compliance with Supplier Code of Business Conduct. The Supplier shall, at all times throughout the duration of this Purchase Order, comply with the Authority's Supplier Code of Business Conduct which is made a part hereof by reference. Failure of the Supplier to abide by the Supplier Code of Business Conduct may lead to disciplinary measures commensurate with the violation, including but not limited to termination of this Purchase Order.
11. If items purchased are classified as toxic or hazardous substances under Chapter 442, Florida Statutes, Supplier must submit copies of the Material Data Sheet (MSDS) for each substance to: (1) the JTA, Risk Management Division at 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202; and (2) to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.

12. Supplier shall indemnify and hold harmless JTA for all damages, losses, and liabilities arising from or connected to this Purchase Order, specifically including but not limited to: (i) those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defects existed at the time of shipment by Supplier; (ii) the negligence of Supplier in the marketing, sale, and/or services under this Purchase Order; and (iii) the breach of a warranty and/or agreement by Supplier pursuant to this Purchase Order. Supplier agrees to pay all damages, costs, and attorney's fees incurred in the defense of any such claim.
13. All purchases are F.O.B. Destination, freight prepaid by Supplier unless otherwise stated on the face of the Purchase Order. Collect shipments will not be accepted. Title of goods shall pass to the JTA upon acceptance by the JTA.
14. The Purchase Order shall be governed and construed according to the laws of the State of Florida. Except as set forth in paragraph 9, should the Parties be involved in legal action arising under or connected to this Purchase Order, each party will be responsible for its own attorney's fees and costs. The venue for any litigation will be Duval County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.
15. The Supplier is an independent Supplier under this Purchase Order. Services provided by the Supplier shall be performed by employees of the Supplier, and are subject to supervision by the Supplier, not the officers, employees, or agents of the JTA.
16. This Purchase Order and any documents referenced herein contain the entire understanding of the parties, relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by change orders signed by authorized agents of the JTA.
17. This Purchase Order confirms the acceptance of the Supplier's offer, made in the form of a proposal, bid, or quotation, with the JTA's terms and conditions made a part thereof. If bid documents, performance specifications, technical product descriptions, or other similar descriptive materials submitted by Supplier in connection with the Purchase Order, or Supplier's proposal, have been incorporated by reference, the terms and conditions within the contract specific to that proposal, bid, or quotation are deemed to supersede the terms and conditions of this Purchase Order. In any case where a quotation has been made without specific terms and conditions, the terms and conditions of this Purchase Order are adopted, agreed to, and are binding on both Parties.
18. The Supplier acknowledges that the JTA is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the JTA, the JTA may disseminate or make available to any person, without the consent of the Supplier, information regarding this Purchase Order, including without limitation: information in the responses; requirements; specifications; drawings; sketches; schematics; models;

samples; tools; computer or other apparatus programs; technical information or data, whether electronic, written, or oral, furnished by the Supplier to the JTA under this Purchase Order, and that copies of work products and related materials prepared or received by the Supplier under this Purchase Order are public records. Supplier understands the burden of requesting an exemption rests solely with the Supplier, and the Supplier shall indicate which documents are considered exempt and the related exemption that is being claimed.

19. In connection with the Purchase Order, Supplier, at its own cost and expense, shall obtain and maintain in force during the term of this Purchase Order, the following insurance coverage:

- a. A policy of workers' compensation insurance, in amounts required by law, covering all officers and employees of Supplier who are in any way engaged in or connected with the Purchase Order, and employer's liability insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00). Supplier shall require its agents, sub-suppliers, who are in any way engaged in or connected with the Purchase Order, to maintain the same insurance as required herein of Supplier.
- b. A policy of commercial general liability insurance with broad form property damage endorsement, personal injury, and products completed operations coverage, affording protection in an amount of not less than Two Million Dollars (\$2,000,000.00) per incident and in the aggregate, with respect to personal injury, death, or damage to property.
- c. If this Purchase Order contemplates professional services, a policy of professional liability insurance, including errors and omissions, affording protection of not less than One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) in the aggregate.
- d. A policy of comprehensive automobile liability insurance covering the operation of all motor vehicles used by Supplier or its agents in connection with this Purchase Order, affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit with respect to personal injury, death, or damage to property.

Each insurance policy required by this Purchase Order shall be endorsed to state that no material alteration or cancelation, including expiration and non-renewal of coverage, shall be effective until after thirty (30) days prior written notice has been given to: Jacksonville Transportation Authority, ATTN: Purchasing Division, 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202. Failure to maintain a current Certificate of Insurance on file with the JTA will be grounds for withholding or rejecting payment of invoices. Notwithstanding the prior submission of a Certificate of Insurance, if requested by the Authority, the Supplier shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified complete copy of the policies providing the coverage required.

19. FTA Clauses for Micro-Purchases:

- a. FLY AMERICA REQUIREMENTS (49 USC 40118, 41 CFR Part 301-10) Requires use of U.S. Flag air carriers for U.S. Government-financed international air travel and transportation.
- b. CARGO PREFERENCE REQUIREMENTS (46 USC 1241, 46 CFR Part 381) Requires use of privately-owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage involved for equipment, material, or commodities.
- c. ENERGY CONSERVATION REQUIREMENTS (42 USC 6321 et seq., 49 CFR Part 18) Requires compliance with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- d. ACCESS TO RECORDS AND REPORTS (49 USC 5325, 18 CFR Part 18.36[i], 49 CFR Part 633.17) Requires the Supplier to provide access to books, documents, papers and records for the purpose of making audits, examinations, excerpts and transactions as it relates to this procurement.
- e. FEDERAL CHANGES (49 CFR Part 18) Requires compliance with FTA regulations, policies, procedures and directives, as they may be amended or promulgated during the term of the contract.
- f. NO GOVERNMENT OBLIGATION TO THIRD PARTIES- Specifies that the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, the Supplier, or any other party.
- g. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 USC 3801 et seq., 49 CFR Part 31, 18 USC 1001, 49 USC 5307) Specifies that the Supplier certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this purchase or contract and reserves to the Federal Government the right to impose penalties on the Supplier.
- h. CIVIL RIGHTS REQUIREMENTS (29 USC 623, 42 USC 2000, 42 USC 6102, 42 USC 12112, 42 USC 12132, 49 USC 5332, 49 USC 5332, 29 CFR Part 1630, 41 CFR Part 60 et seq.) Requires non-discrimination and equal employment opportunity, and prohibits discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status.
- i. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26) Requires compliance with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs", cooperation with regard to maximum utilization of disadvantaged business enterprises, and best efforts to ensure opportunity for disadvantaged business enterprises to compete for subcontractual work.
- j. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1F) Incorporates FTA terms set forth in FTA Circular 4220.1F by reference, and specifies that all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions in this contract.
- k. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (Construction Contracts in excess of \$2,000) In accordance with 40 USC 3145(a), 29 CFR 5.2(h) and 49 CFR 18.36(i)(5) as it applies to construction contract over \$2,000, all laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits due at rates not less than those contained in the wage determination of the United States Secretary of Labor.