

GEORGIA PORTS AUTHORITY (“GPA”) PURCHASE ORDER TERMS AND CONDITIONS

1. These Terms and Conditions are incorporated into the Purchase Order (“**PO**”) between Georgia Ports Authority (“**GPA**”) and the applicable vendor identified in the PO (“**Vendor**”). Vendor is required by the Federal government to obtain a Transportation Workers Identification Credential (“**TWIC**”) for all personnel entering Port property. All Port users will be required to present a TWIC card and a valid GPA credential to gain access to any GPA terminal. Federal Law requires that all personnel entering Port property be required to present their actual TWIC card. For more information regarding the TWIC card, go to <https://www.tsa.gov/twic>
2. This PO is subject to submission of a signed Vendor Affidavit and Agreement verifying Vendor compliance with all provisions of the Official Code of Georgia Annotated §13-10-91 “Georgia Security and Immigration Compliance Act” of 2006.
3. Federal Grant Requirements. Vendor acknowledges that GPA has accepted federal financial assistance through the receipt of grant funds from the U.S. government. By accepting these funds, GPA agrees to comply, and to cause its vendors and contractors to comply, with certain federal laws, regulations, and requirements related to Title VI of the Civil Rights Act of 1964, as may be amended from time to time, which prohibits discrimination based on race, color, or national origin, as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (collectively, the “**Federal Laws**”). As a material condition for GPA to enter into this PO, Vendor hereby agrees to abide by Federal Laws with respect to this PO and upon GPA’s request, to fully cooperate with GPA regarding compliance reviews, data collection, and reporting requirements. Vendor further agrees to complete a survey received from GPA on a bi-annual basis to verify such compliance. In the event Vendor has any questions regarding any of the Federal Laws set forth in Exhibit A, GPA will cooperate with Vendor to seek clarification from the U.S. government as deemed necessary.
4. Vendor guarantees that all materials, supplies, equipment, and/or services (collectively, the “**Product**”) will comply with all applicable laws, ordinances, and regulations of any federal, state, and local governmental entity, and will defend and hold GPA harmless from any loss, cost, or damage by reason of any actual or alleged violation thereof. With respect to copyright or patent infringement, Vendor warrants that the Product delivered hereunder, the processes by which it was made, and the use thereof for which it was specifically designed, will not per se infringe any copyright or patent.
5. In case of default within control of Vendor, GPA may purchase the Product from any other third-party, and Vendor will be responsible to pay GPA for any excess cost incurred related to such purchase, immediately upon receipt of an invoice therefor.
6. Vendor guarantees that the Product will (unless otherwise specified in the PO) be new, first grade, and of an acceptable quality for the purpose intended, and that Vendor’s work will be performed in a skillful and workmanlike manner. Vendor warrants that the Product is fit for the purpose for which it is purchased, if specified. If any Product (i) is found to be defective, (ii) fails to comply with the specifications or other terms set forth in the PO, or (ii) is improperly performed, within twelve (12) months of delivery or performance (or if any Product is provided on a weekly, monthly, or short term basis, then at any time the Product is in GPA’s possession), as applicable, Vendor shall immediately remove the defective or non-compliant Product from GPA’s property and replace it with acceptable Product in compliance with this PO, at Vendor’s sole cost and expense. Vendor is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials, or compliance with specifications, by reason of acceptance by Buyer’s inspectors.
7. Vendor agrees for itself and its contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors and licensees (collectively, the “**Vendor Parties**”) to indemnify, protect, save, and hold harmless GPA, its members, directors, officers, employees, and agents against any expense, loss, or liability paid, suffered, or incurred, including any environmental fines and/or penalties, as a result of (i) any breach by Vendor, or the Vendor Parties, of any covenant or condition of this PO or any other agreement with GPA, (ii) Vendor’s work or Product provided by Vendor, (iii) Vendor’s use, occupancy, or presence on GPA’s property, or (iv) the carelessness, negligence, or improper conduct of Vendor, or the Vendor Parties. Such indemnification will be to the extent caused in whole or in part by negligent acts or omissions by Vendor, or the Vendor Parties. Vendor agrees to defend GPA from any legal or equitable actions brought against GPA based on the work or Product provided by Vendor or the carelessness, negligence, or improper conduct of Vendor, or Vendor Parties, and pay all expenses and attorneys’ fees in connection therewith. Nothing herein will be construed as requiring Vendor or any other person, firm, or corporation to indemnify against any portion or percentage of such claim or loss, if any, caused by the negligence of GPA, its members, directors, officers, employees, or agents.
8. Product is subject to inspection and test, at the discretion of GPA, at the manufacturer’s plant or the final delivery destination.
9. The right is reserved to cancel all or any part of the PO if not shipped when promised.
10. Invoices and bills of lading should include full routing and tracking information and be dated and mailed at the time of shipment. A separate invoice shall be issued for each shipment and include the origin and all subsequent delivery points and mode(s) of transportation. For any invoice containing transportation charges, Vendor will attach a receipt(s) of the transportation charges paid by Vendor, and in the case of consolidated rail carload shipments, the invoice will include the applicable weight and rate.
11. Vendor will provide timely, complete, and accurate billing invoices to GPA in order to be eligible for payment including, without

limitation, any supporting documentation reasonably required by GPA for accounting purposes. For any Product purchased for a lump sum amount, related to any construction or improvement of real or personal property, Vendor will provide an itemized invoice with sufficient detail for GPA to confirm all costs and expenses included in the lump sum amount.

12. If the manufacturer, transportation, delivery, receipt, or use by either party of any Product is prevented, restricted, or interfered with, by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, the party so affected, upon prompt notice to the other party (and, in case GPA gives such notice, in advance of actual shipment), will be excused from making or taking deliveries hereunder to the extent of such prevention, restriction, or interference; provided, however, at GPA's option, deliveries so omitted will be made, upon notice thereof to Vendor, promptly upon the cessation of such contingency.
13. No assignment of this PO or amounts due or becoming due hereunder will be made without GPA's prior written consent.
14. Vendor's offer, quote, or proposal for the Product will be incorporated herein by reference for the sole purpose of including the Product description, quality, and specifications ("**Vendor's Proposal**"). If any agreements, terms or conditions, or policies are incorporated into Vendor's Proposal as an exhibit, addendum, supplement, or a website link ("**Additional Terms**"), Vendor agrees that the Additional Terms will not be binding on GPA or impose any obligations on GPA, and any such terms that seek to do so are void. If any of the terms or provisions of Vendor's Proposal conflict with the terms of this PO, the terms of this PO will govern. This PO supersedes and cancels all prior communications, understandings, or agreements between the parties which conflict with the terms herein. This PO is not to be construed as an acceptance unless Vendor agrees to the terms set forth herein. Any action by Vendor to provide the Product purchased herein will constitute Vendor's acceptance of the PO including these Terms and Conditions. Any waiver, addition, amendment, or other modification of this PO must be made in writing and approved by both parties. For avoidance of doubt, any viewing of any terms or conditions via electronic media (including the Internet, clicking "accept" on a website or otherwise, or using Products after being advised that the use would constitute acceptance of certain terms and conditions) will not bind GPA, unless accepted by an authorized signatory of GPA in writing.

Exhibit A
Federal Laws related to Title VI of the Civil Rights Act of 1964

Definitions

Statutory/Regulatory Authorities

- 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 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

Appendix A

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Vendor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Vendor, with regard to the work performed by it during the Agreement, 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. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Vendor 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 Vendor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor 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 GPA or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor will so certify to GPA or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the Non-discrimination provisions of this Agreement, GPA will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to, (a) withholding payments to Vendor under the Agreement until the Vendor complies; and/or (b) cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Vendor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor will take action with respect to any subcontract or procurement as GPA or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request GPA to enter into any litigation to protect the interests of GPA. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix C

- A. Vendor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this PO for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Vendor will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

Appendix D

- A. Vendor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Vendor will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

Appendix E

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- 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, 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 C.F.R. 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 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.*).