

**THE FOLLOWING TERMS AND CONDITIONS SHALL BE APPLICABLE TO THE CRAA PURCHASE ORDER (PO):**

1. **SUBORDINATION.** This Agreement shall be subordinate to the provisions of any existing or future agreements between the Columbus Regional Airport Authority ("CRAA" or "Authority" or "sponsor") and the Government of the United States of America relative to the operation and maintenance of the Airport(s), the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport(s) ("Grant Assurances"). In the event this PO, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this PO in order to resolve such conflict or violation.
2. **CERTIFICATION.** The vendor providing good or services under this PO (Vendor) represents and states that the Vendor and its trustees, officers, agents or employees are not involved in and do not have knowledge of collusive activity pertaining to this PO or any goods, parts, equipment, materials, products, merchandise, substances or items (collectively referred to hereinafter as "goods") or services included herein. Vendor further represents and states that the prices and terms of purchase and any allowances available shall be in full compliance with the Robinson-Patman Act.
3. **ACCEPTANCE.** Vendor will be deemed to have accepted these PO Terms and Conditions upon either of the following: (a) The Vendor signs and returns the acknowledged copy of these Terms and Conditions or (b) the Vendor begins performance under this PO. The Vendor's acceptance of this PO shall be unqualified. Additional or different terms proposed by Vendor, or any provision in any form of acknowledgment used by Vendor, other than that furnished by the Authority and attached to this PO, which modify, conflict with or contradict any term of this PO, are expressly not assented to and shall have no force and effect. To the extent this PO is construed as an acceptance, the Authority's acceptance is expressly conditioned upon the Vendor's assent to the terms contained herein. If terms on this PO do not appear on or agree with the Vendor's invoice, Vendor agrees that the Authority may change the invoice to conform to this PO and make payment accordingly.
4. **INCLUSIVITY.** It is the policy of the United States Department of Transportation ("DOT") that minority or disadvantaged business enterprises as defined in 49 CFR Part 26 ("DBEs") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this PO. Consequently, the DBE requirements of 49 CFR Part 26 apply to this PO. The Vendor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided for under this PO.
5. **EQUAL OPPORTUNITY.** The Vendor understands that the Authority, in the operation and use of Airport facilities, will not, on the grounds of race, color, religion, sex, or national origin, discriminate or permit discrimination against any person or group of persons in the manner prohibited by 49 CFR Part 21 of the U.S. Department of Transportation Regulations. The Vendor represents and warrants that it has an Affirmative Action Plan to the extent required to comply with the Federal rules and regulations of the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; rate of pay or other forms of compensation; and selection for training. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
6. **PRICE.** The Authority shall not be billed at prices higher than stated on this PO unless otherwise agreed to in writing and signed by the Authority. Vendor represents that the prices charged for the goods or services covered by this PO are the lowest prices charged by the Vendor to buyers in a class similar to the Authority under conditions similar to those specified in this PO and that prices comply with all applicable government regulations in effect at time of quotation, sale or delivery. Vendor agrees that any price reduction made for goods or services after the Authority's execution of this PO will apply to this PO.
7. **CHANGES.** The Authority reserves the right, at any time, to make changes in any one or more of the following without notice to Vendor or to any sureties or assigns: (a) goods to be furnished or services to be performed; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and (e) testing designations, specifications or designs. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this PO, an equitable adjustment shall be made in the PO price or delivery schedule, or both. Any claim by the Vendor for adjustment under this paragraph shall be deemed waived unless agreed in writing within ten (10) days of Vendor's receipt of the change. Price increases or extensions of time of delivery shall not be binding on the Authority unless evidenced by a written amendment to this PO issued and signed by the Authority.
8. **SERVICES.** Vendor shall perform the services described in this PO. Vendor warrants that all services hereunder shall be performed in a workmanlike and conscientious manner and in compliance with applicable laws and regulations. The Vendor shall comply with the reasonable instruction of the Project Manager if one is assigned, consistent with the character, sequence and timing generally described herein.
9. **DIRECTION BY THE AUTHORITY.** It is agreed that all of the Vendor's employees are employees of the Vendor and not of the Authority. Vendor agrees to staff the relevant work with employees of Vendor that are acceptable to the Authority.

10. **COMPENSATION.** In consideration of the goods and/or services to be provided by the Vendor, the Authority shall pay Vendor on the basis of, and in the amounts calculated in accordance with, the rates set forth in this PO. Compensation payable on a lump sum basis shall be payable in monthly installments proportionate to the amount of work completed. Compensation payable on an hourly basis shall be payable on a monthly basis in accordance with the hourly rates set forth herein.

11. **REIMBURSEMENT FOR EXPENSES.** Unless expressly stated in writing the Authority shall not be responsible for reimbursing expenses incurred by the Vendor or subcontractor(s). Where the Authority has expressly agreed to reimbursing expenses and to the extent that Vendor incurs reimbursable expenses permitted by this PO, payment shall be made in accordance with and subject to the limitations stated in Authority's Reimbursement Policy, a copy of which is available upon written request to the Authority if reimbursement of expenses is applicable.

12. **EQUIPMENT AND SUPPLIES.** Except as otherwise agreed in writing by the parties, the Vendor shall supply the necessary equipment, tools, supplies, and other items ("equipment and supplies") necessary to perform the services or provide the goods. If the Authority provides equipment and supplies, the Vendor shall be responsible for the maintenance and security of such equipment and supplies and shall be responsible for any loss or damage caused by the negligence or misuse by Vendor or Vendor's employees. Vendor shall return all equipment and supplies supplied by Authority within twenty-four (24) hours after completion of its use or as agreed to otherwise.

13. **CONTAINER REFUNDS.** Where the goods or services provided include container deposits, the Vendor agrees to refund to the Authority an amount equal to the price charged for any returned spools, reels, barrels, drums or any other type of containers upon return by the Authority or on its behalf by the Vendor.

14. **PACKING, TRANSPORTATION, ETC.** Vendor shall pack, mark and ship all goods in accordance with the requirements of the common carrier(s) so as to secure the lowest transportation costs and to prevent damage or deterioration. No charges shall be billed/charged to the Authority unless otherwise stated in this PO. No costs shall be charged for packaging, boxing or storing unless authorized by the Authority in writing. The Vendor shall properly mark each package with the Authority's PO number and address. Where multiple packages comprise a single shipment, the Vendor shall consecutively number each package. PO numbers and package numbers shall be shown on all packing slips, bills of lading, invoices and correspondence.

15. **DELIVERY OF GOODS AND SERVICES.** Time is of the essence in this PO and if rendering of services and delivery of goods is not made at such time and in such quantity as provided in this PO or in supplemental schedules furnished by the Authority, the Authority reserves the right, without liability and in addition to its other rights and remedies, to terminate this PO in whole or in part by written notice effective when sent by the Authority to the Vendor, for stated goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and to charge the Vendor with any loss incurred. The Vendor agrees that the Authority may return all or part of any shipment made, at the Vendor's risk and expense, and may charge the Vendor with any loss, expense or injury sustained as a result of such shipment. If at any time either party has reason to believe that delivery will not be made as scheduled in this PO, it shall immediately give written notice to the other and set forth the cause of the anticipated delay. Any goods shipped or received in advance of schedule or in excess of quantity ordered, may be returned by the Authority to the Vendor at Vendor's risk and expense. Any goods to be delivered or services to be rendered in installments under this PO shall not be construed as making the obligations of the Vendor severable.

16. **CASH ON DELIVERY (C.O.D.) SHIPMENTS.** Shipments sent C.O.D. without the Authority's written consent will not be accepted and will be returned at Vendor's risk and expense.

17. **INSPECTIONS AND CORRECTION OF WORK.** All goods, equipment and services shall be subject to inspection and approval by the Authority. The Authority reserves the right to reject and refuse acceptance of goods, equipment or services which are not in accordance with the instructions, specifications, drawings, samples, data and/or descriptions specified or furnished or with the Vendor's warranty (express or implied). The Authority may charge the Vendor for the costs of inspecting goods, equipment or services rejected. Unacceptable work, whether the result of poor workmanship, nonconformity with the PO, use of defective material, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner by the Vendor at its expense. Receipt of or payment for any goods, equipment or services ordered hereunder shall not be deemed an acceptance thereof.

18. **AUDIT POLICY.** The Authority, or a representative of the Authority, reserves the right to audit the Vendor and/or Vendor's subcontractor(s) performing the services for this PO.

19. **TIME OF PERFORMANCE.** The times of performance for the services under this PO shall be as specified herein. The Vendor recognizes that the time of performance is a critical term and that "time is of the essence" under this PO. Failure to timely meet the required performance schedule may result in immediate termination of this PO by the Authority. If by reason of act of God, winds, fires, epidemics, landslides, floods, droughts, famines, governmental authority, insurrection, military action, sabotage, civil disturbances, explosions or failure of utilities, the Vendor is unable to carry out its obligations pursuant to this PO, the Vendor shall immediately notify the Authority in writing of the event and all relevant information concerning the event including anticipated duration of the delay in Vendor's ability to carry out its obligations. If such notice is provided, Vendor will not be in default during the continuance of such event. The Vendor shall, however, remedy with all reasonable dispatch the cause or causes preventing Vendor from carrying out its obligations hereunder.

20. **WARRANTIES.** In addition to its standard warranty and/or service guarantee, the Vendor warrants that all goods delivered and services performed shall: (a) be free from all defects in material and workmanship and conform strictly and in all respects to the instructions,

specifications, samples, data and/or other descriptions specified or furnished; (b) be free from defects in design except to the extent that such items comply with any detailed designs provided by the Authority; (c) be of merchantable quality and suitable for the purposes for which they are intended. Vendor hereby further assigns to the Authority the benefit of all manufacturers' warranties for products and equipment incorporated into the Work or delivered to the Authority. This warranty shall survive any inspection, delivery, acceptance or payment of or for the goods and/or services by the Authority. Notification of breach of any such warranty may be given to the Vendor at any time during the warranty period, and at the Authority's discretion. The Vendor shall thereupon, at the Authority's sole option: (a) repair, replace, or cure the defective goods; or (b) agree to an equitable adjustment in the PO price.

21. **INDEMNIFICATION AND INSURANCE.** The Vendor agrees to indemnify, defend and hold harmless the Authority, its directors, officers, agents employees and assigns, of, from, and against any and all claims and demands which may arise out of, or are incidental to, the performance of this PO (by Vendor, Vendor's employees, associates, consultants, agents or other representatives), including without limitation, claims and demands arising from injury to or death of personnel of the Vendor or the Authority or for damage to the property of the Authority, the breach or claimed breach of any of Vendor's warranties, the goods, materials, or services being defective or claimed to be defective, the goods or materials being negligently designed or manufactured or claimed to have been negligently designed or manufactured, or the failure or claimed failure of Vendor to perform any of its obligations under the terms of the PO, including but not limited to timely delivery of the goods, materials, or services that are the subject of this PO. Loss and damages shall include, without limitation, reasonable attorneys' fees. The Vendor and its subcontractors shall at all times during the performance of this PO maintain adequate and appropriate levels of errors and omissions coverage, comprehensive general liability insurance (including public liability and products liability coverage), automobile liability insurance, worker's compensation insurance for all employees in accordance with state law and fire and extended coverage. Certification of such insurance shall be provided to the Authority upon request. However, the failure of the Authority to make such a request shall not constitute a waiver of the requirement to maintain insurance.

22. **PATENT WARRANTY AND INDEMNIFICATION.** The Vendor warrants that the sale or use of goods being purchased by the Authority herein, either alone or in combination with other goods, will not infringe or contribute to the infringement of any patents, trademarks or copyrights either in the United States or in foreign countries. Vendor agrees to defend, protect and save harmless the Authority, its successors, assigns, customers and users of its goods and those for who the Authority may act as an agent, against all suits at law or in equity, and from all damages and expenses resulting from claims and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of the sale or use of the goods covered hereby. The Authority reserves the right to control or participate in any such infringement action brought against it.

23. **TITLE TO DRAWINGS, SPECIFICATIONS AND PROPRIETARY DATA.** The Authority shall at all times have the title to all drawings, specifications, dies and other proprietary data furnished by the Authority to the Vendor and intended for use in connection with this PO. The Vendor shall not disclose such drawings, specifications, dies and other proprietary data to others. For purposes of this paragraph, "other proprietary data" includes, without limitation, all design, engineering and technical information whether patentable or not.

24. **OWNERSHIP OF WORK PRODUCT.** The Vendor expressly acknowledges that all rights, title and interest to all work or work product including, but not limited to, all designs, trademarks, artwork, and subject matter capable of copyright developed or produced under this PO are the sole property of the Authority. Any authorized representative of the Authority shall, at any reasonable time, have the right to inspect and examine such documents or copies thereof when the same are in the possession of, or at the office of, the Vendor. Immediately upon completion of the work, all such original documents shall be delivered to the Authority.

25. **CONFIDENTIALITY.** Other than to the Authority, its designated representatives, or as required by law, the Vendor and its employees shall not disclose any nonpublic information obtained during the course of its work under this PO that relates to matters covered by the Purchaser Order or to the business of the Authority. This provision shall survive the termination of the PO.

26. **DEFAULT.** Upon the happening of any one or more of the following events, the Authority shall have the unrestricted right to cancel and terminate this PO without cost or liability to the Authority: (1) The Vendor's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against the Vendor; (3) institution of legal proceedings against the Vendor by creditors or stockholders; (4) appointment of a receiver for the Vendor by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Authority to cancel its additional obligations.

27. **TERMINATION.** The Authority may terminate this PO or any project to be performed hereunder for any reason upon fifteen (15) days advance written notice to Vendor. In the event of such termination, the Vendor shall promptly surrender to the Authority all completed work and work in progress, and all materials, records and notes procured or produced pursuant to this PO. The Authority shall pay to the Vendor the reasonable costs of expenses and services performed up to the date of termination, based upon the percentage of work then completed and Authority shall have no further liability to the Vendor, including without limitation, no liability for lost profits. The Authority may terminate this PO or any work to be performed hereunder immediately, with or without notice, if the Vendor defaults on any of its duties or obligations.

28. **RESPONSIBILITY FOR WORK.** This PO may not be delegated or assigned by Vendor without Authority's prior written consent and any delegation of duties or assignment of rights by the Vendor is void unless the Vendor has obtained the prior written consent of Authority, which consent may be withheld. The Vendor is responsible for completing the work required by this PO. In the event that the Vendor desires to subcontract some portions of the PO work, it shall submit a list of subcontractor(s) to the Authority for approval. The approval of subcontractor(s) by the Authority shall not directly or indirectly release or modify the responsibility of the Vendor for the satisfactory and entire completion of the work under this PO, and each and every part and portion thereof.

29. **NO PERSONAL LIABILITY.** No director, officer or employee of the Authority shall be charged personally, or held contractually liable by or to the Vendor, under any term or provision of this PO or because of any event relating to the provision of goods and/or services, or because of their execution or approval of this PO or any amendment thereto.

30. **WAIVER.** The failure of either party at any time to enforce any right or remedy available to it with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

31. **INVOICING.** Authority shall pay all amounts due and payable within thirty (30) days after submission of accurate, supported and verified invoices. The Vendor shall, at its own expense, support its invoices with monthly summaries of Vendor's employees' work reports or other documentation applicable to the requirements of the PO. The Authority maintains the right to require that the Vendor submit signed copies of work reports for each Vendor employee, including all statements of overtime and expense vouchers, if any. The Vendor agrees that Authority may examine the Vendor's records to the extent necessary to verify invoices. Payment for reimbursed expenses are subject to the CRAA's Reimbursement Policy. If terms on this PO do not agree with the Vendor's invoice, the Vendor agrees that the CRAA may change the invoice to conform to this PO and make payment accordingly. The Authority utilizes Automated Clearing House (ACH) and Electronic Funds Transfer (EFT) for Vendor payments. The Vendor will receive ACH/EFT payments via electronic transfer.

32. **TAXES.** Vendor agrees to pay and be responsible for all Federal, state and local income and payroll taxes and will file all required returns related to such taxes, contributions and payroll deductions.

33. **TARIFF ADJUSTMENTS.**

Vendor must notify CRAA in writing of any imposed or anticipated tariffs by superseding government authorities at point of quote or purchase whichever is earlier.

Requests for tariff or tariff adjustments by Vendor:

1. Must be submitted in writing and include a comprehensive cost breakdown detailing how the tariff has impacted the total cost of the finished product.
2. Must include official importer receipts or customs documentation showing proof of tariff payment(s) and transaction date(s).
3. Will only be considered if Vendor clearly demonstrates a direct impact from the tariff on the specific goods or components being purchased under this purchase order.
4. Are subject to CRAA's sole discretion, and written approval is required prior to implementation of any price change.

If tariffs imposed by superseding government authorities increase after the basis date for pricing and directly impact the cost of a product or a clearly defined component part thereof, either party may request a price adjustment if the net change in cost attributable solely to such tariff change exceeds five percent (5%) of the total contract price. Any such adjustment shall be limited to one-half (50%) of the net increase caused by the tariff.

The basis date for evaluating the eligibility for tariff adjustment shall be:

1. For competitive procurements: the latest of 5 days prior to the quote submission date, or the best and final offer receipt date, whichever is later.
2. For recurring goods under contract, and purchased by this Purchase Order, the date of each order shall be the basis date.

No retroactive adjustments shall be allowed for tariff changes occurring prior to the applicable basis date or occurring ten (10) calendar days after the accepted delivery.

Tariff Reduction or Refund

Vendor must notify CRAA if it becomes aware of any such tariff reduction or removal within five (5) business days. If tariffs included in the pricing are later removed or reduced by superseding government authorities after the basis date for pricing and directly impact the cost of a product or a clearly defined component part thereof, the Vendor shall remove, reduce, or refund the tariff charge accordingly.

If CRAA becomes aware of any such tariff reduction or removal, CRAA may notify Vendor to request reduction or refund. If Vendor contests the tariff reduction or refund, Vendor shall provide all required supporting documentation, as outlined above, within ten (10) business days of CRAA's request to substantiate the tariff charges.

If Vendor is unable to substantiate any tariff, Vendor shall provide all required tariff reductions and/or refunds to CRAA within thirty (30) calendar days of such notice.

34. **SET-OFF.** The Authority shall have the right, at any time, to set-off any amount owing to the Authority by the Vendor or any of its affiliated companies against any amount due and owing to the Vendor.

35. **ACCOUNTING RECORDS.** For a period of three (3) years after completion of the work, or for such longer period of time as may be required by applicable FAA regulations, the Authority shall have the right, upon reasonable notice to the Vendor, to inspect and audit all of its books of account, records, and other documents pertaining to payment made or to be made pursuant to this PO, and the Vendor shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided that all inspections and audits shall be conducted during normal business hours.

36. **SECURITY AND SAFETY.** The Vendor and all the Vendor's employees shall comply with Authority rules and regulations governing public conduct and the security, maintenance and safety of Authority facilities. Failure of the Vendor's employees to abide by the rules and regulations of Authority may result in immediate termination of this PO.
37. **COMPLIANCE WITH LAWS.** The performance of any work related to goods or services pursuant to this PO is and shall be subject to and in compliance with all laws, rules, regulations, ordinances, proclamations, demands, directives, executive orders or other requirements of the federal, state and local governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale or delivery of goods or services contemplated by this PO, including but not limited to, the provisions of the Fair Labor Standards Act of 1938, the Walsh-Healy Act, the Federal Food, Drug and Cosmetics Act, Occupational Safety and Health Administration regulations, and any other applicable laws. The Vendor shall further comply with the provisions of all federal, state and local laws, rules, regulations, etc. from which liability may accrue to the Vendor or the Authority, including but not limited to Equal Opportunity and Affirmative Action provisions, the Americans with Disabilities Act, the Vietnam Veteran's Re-adjustment Act, Utilization of Minority Businesses, the Clean Air Act and Non-Segregated Facilities provisions. The Vendor agrees to comply with all federal, state and local safety and health laws, rules, regulations, etc. while on the Authority's premises. The failure to comply as provided herein constitutes a material breach of this PO.
38. **INCORPORATION OF REGULATIONS.** The Vendor acknowledges and agrees that the services to be performed, or goods to be provided, under this PO are subject to all applicable Federal, state and local statutes, rules, regulations and assurances, including all such statutes, rules, regulations and assurances which may be prerequisite to or a condition of the Authority receiving any federal or state grant or loan or other government assistance. The Vendor shall perform the services and/or provide the goods in compliance with such requirements including, without limitation, all applicable FAA requirements, including but not limited to those requirements which may be referenced in this PO.
39. **AIRPORT OPERATIONS, PUBLIC CONVENIENCE AND SAFETY.** The Vendor shall plan and perform all work without creating any unnecessary interruption of normal airport business. All necessary interruptions must be minimized, planned and approved by the Authority in advance. The Vendor shall at all times conduct work so as to assure the least possible obstruction to use of the Airport including aviation, vehicular and pedestrian traffic. The safety and convenience of the general public and the protection of persons and property shall be provided for by the Vendor and constitutes an essential element of the PO. Where necessary, the Vendor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work. The presence of barricades or lights provided and maintained by any party other than the Vendor shall not relieve the Vendor of this responsibility. The Vendor shall be responsible for all damage or injury to property during the prosecution, resulting from any act, omission, neglect, or misconduct in any manner or method of executing the work, or at any time due to defective work or materials. Dust, mud, noise or other nuisance originating from the Vendor's operations either inside or outside buildings shall be controlled and remedied by the Vendor at the sole expense of the Vendor. When or where any direct or indirect damage or injury is done to public or private property including but not limited to, the work itself, by or on account of any act, omission, neglect, or misconduct in the execution of the work; or in consequence of the non-execution thereof by the Vendor, the Vendor shall restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by the Project Manager (as applicable), or shall make good such damage or injury in an acceptable manner. All work associated with said restoration shall be at no cost to the Authority.

40. **BUSINESS ETHICS.** During the course of seeking to do business with the Authority and while performing work in accordance with this PO, Vendor agrees to avoid any real or apparent impropriety or conflict of interest which could be construed to have an adverse impact on the dealing with the Authority. The Vendor will take reasonable actions to prevent any actions or conditions that could result in a conflict with the Authority's best interests. The Vendor will permit interviews of employees, reviews and audits of accounting or other records by authority's representative(s) to evaluate compliance with the business ethics' standards. Such review and audits will encompass all dealings and activities of the Vendor's employees, agents, representatives, vendors, subcontractors and other third parties paid by the Vendor in their relations with the Authority's current or former employees and their relatives. For example, the Vendor's employees, agents or subcontractors shall not make or provide to be made any gifts, entertainment, trips or vacations, payments, loans or other consideration to Authority's representatives, employees or their relatives. The Vendor agrees to notify the Authority Ethics Line (1-877-557-2722) within 48 hours of any instance where the Vendor becomes aware of a failure to comply with business ethics standards.

41. **DISPUTES AND REMEDIES.** The rights and remedies provided to the Authority hereunder shall be cumulative and in addition to any other rights and remedies provided by law, equity or otherwise. Nothing contained herein shall be construed to limit the rights and remedies to which the Authority may be entitled. Waiver by the Authority of a breach of such provision hereunder by the Vendor shall not be deemed a waiver of future compliance and such provision, as well as all other provisions, shall remain in full force and effect. This PO shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio and all proceedings with respect to this PO shall be commenced in a state or federal court in Columbus, Franklin County, Ohio. Additionally, this PO is agreed by the Vendor to be made and performed in the State of Ohio. In any legal proceedings, the Authority is entitled to recover reasonable attorney's fees from the Vendor. If any provision or portion of any provision shall be deemed unenforceable or invalid for any reason whatsoever, this PO shall be deemed amended to exclude any such provision or portion and the balance of this PO shall remain in full force and effect.

42. **ENTIRE AGREEMENT.** This PO, together with all attachments hereto, constitutes the entire agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter. In the event of an inconsistency, the provisions of this PO including these Terms and Conditions control over any proposal, document, or other attachment. Any separate Vendor terms and conditions are expressly rejected.

43. **FAA REQUIRED PROVISIONS.**

Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

**Compliance with Regulations:** Contractor 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 Agreement.

**Non-discrimination:** Contractor, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. 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.

**Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** 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 Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to AUTHORITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the Non-discrimination provisions of this contract, CRAA will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

**Incorporation of Provisions:** Contractor will include these FAA Required Provisions, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any contract or procurement as Contractor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Contractor may request CRAA to enter into any litigation to protect the interests of Contractor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Real Property Acquired or Improved Under the Airport Improvement Program. Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (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.

Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Contractor for itself, its 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, and (3) that Contractor will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, 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:

- i. 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);
- ii. 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);
- iii. 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);
- iv. 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);
- v. 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;
- vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- vii. 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);
- viii. 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);
- ix. 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;
- x. 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);
- xi. 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;
- xii. 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); and
- xiii. 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).

General Civil Rights Provision. Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be

excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor. This provision obligates Contractor for the period during

which the property is owned, used or possessed by Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, CRAA will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

Subcontracts. Contractor agrees that it shall insert the above FAA Required Provisions in any agreement by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.