



**JACKSONVILLE  
TRANSPORTATION  
AUTHORITY**

**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

































































































































when on official business in connection with the work performed under this agreement.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number.**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration.**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.