



Purchase Order Terms and Conditions

Terms and Conditions

The following terms and conditions are non-negotiable for any Purchase Order (“PO”) originating from the Memphis-Shelby County Airport Authority (“Authority”). The submission of a quote or proposal or fulfillment of the PO is a formal acceptance by the Vendor of the Authority’s Purchase Order Terms and Conditions.

1. **GENERAL:** The terms and conditions of this PO shall not be changed by Vendor. If the Authority PO, in response to Vendor’s offer, is not acceptable, return it to the Authority’s Staff Services Division. Failure to deliver or to comply with any of the terms and conditions of this PO may disqualify the Vendor from future opportunities with Authority.
2. **QUALITY:** All goods or services furnished pursuant to this PO must be as specified, and subject to the approval and inspection of the Authority within a reasonable time after delivery at destination. Variations in goods or services from those specified in this PO must not be made without the prior written approval of the Authority. Goods rejected will be returned at the Vendor’s risk and expense.
3. **QUANTITY/PRICE:** The quantity of goods ordered or the price specified must not be exceeded without the prior written approval of the Authority.
4. **PACKAGING:** Damage to any goods received will result in rejection of the shipment. The goods will not be returned unless Vendor assumes return shipment expenses. Packages must be marked plainly and with Vendor’s name and Authority’s PO number. No charges shall be allowed for boxing or crating unless Vendor receives prior written approval from the Authority.
5. **DELIVERY:** Unless otherwise specified in the Authority’s solicitation, all goods must be shipped F.O.B. Destination, Freight Prepaid and Added or Freight Prepaid and Allowed. Deliveries must be affected within the time stated on the PO. Deliveries shall be made between 7:30 a.m. and 3:00 p.m. Monday through Friday, excluding holidays, unless otherwise agreed upon in writing by the Authority.
6. **PAYMENT:** To ensure timely receipt of payment, clearly reference the PO number on the invoice. Only one PO may be referenced on an invoice, although there may be multiple invoices referencing the same PO number if there are multiple shipments or multiple milestone payments on a PO.
7. **PROPER INVOICE:** For an invoice to be a proper invoice, the requirements shall be as set forth in the PO governing the purchase. No invoice submitted by Vendor, however, shall be considered a proper invoice unless the invoice is an original invoice, is delivered to the Authority in accordance with the PO, and sets forth the following additional information:
 - The Authority’s PO number;
 - The name of the business organization that is cited in the Authority’s PO;
 - The date of the PO’s preparation;
 - An identifying number to facilitate identification of the invoice;
 - A description of the goods or services or property provided to the Authority;

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- The quantity of the goods, services, or property provided to the Authority referencing the same unit of measure as the Authority PO;
 - The unit price of the goods, services, or property provided to the Authority matching the unit price on the Authority's PO;
 - The extended total price of the goods, services, or property provided to the Authority based on the PO unit(s) of measure;
 - Applicable discounts; and
 - No sales taxes shall be charged. The Authority and its airports are exempt by statute from sales and local taxes. Sales taxes charged will be deducted from invoice. Click here to request a tax exemption certificate: {insert hyperlink}
8. **LEGAL COMPLIANCE:** The PO is subject to all state laws applicable to, and procedures promulgated by, the Authority. It is hereby agreed that the provisions of all resolutions of the Authority relating to Vendors are hereby made a part of the PO.
9. **CANCELLATION:** Should Vendor fail to fulfill in a timely and proper manner its obligations under the PO, or if it should violate any of the terms of the PO, the Authority shall have the right to immediately cancel the PO. The Authority may cancel the PO at any time, with or without cause, upon thirty (30) days written notice to Vendor. Should funding for the PO be discontinued, the Authority shall have the right to cancel the PO.
10. **REMEDY:** No waiver of any provision of the PO shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. **ATTORNEY FEES:** In the event either party deems it necessary to take legal action to enforce any provisions of the PO and the Authority prevails, Vendor hereby agrees to pay all expenses of such action including the Authority's attorney fees, expert fees and costs at all stages of the legal action.
12. **ENTIRE CONTRACT:** The PO sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
13. **GOVERNING LAW:** The validity, construction, and effect of the PO, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Venue in any action arising under this PO shall be Shelby County, Tennessee.
14. **SEVERABILITY:** Should any provision of the PO be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the PO.
15. **ANTI-TRUST:** Vendor, in determining the prices and/or amounts of the PO, shall not collude with any other person, firm, corporation, or association in arriving at said prices and/or amounts or in any way violate the terms, conditions, and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

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16. **SERVICES:** If services are to be provided under the PO, Vendor is required to provide an insurance certificate(s) evidencing all types and limits of insurance required by Authority and naming the Memphis-Shelby County Airport Authority and its commissioners, officers, employees, and agents, as an additional insured.
17. **GRATUITES:** The Authority may, by written notice to the Vendor, cancel the PO without liability to Vendor if it is determined by the Authority that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any official or employee of the Authority with a view toward securing a PO or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such PO. In the event the PO is cancelled by the Authority pursuant to this provision, the Authority shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
18. **CONFLICT OF INTEREST:** No part of the total PO amount shall be paid directly or indirectly to any official or employee of the Authority as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the Vendor in connection with any work contemplated or performed relative to the PO.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** If required on product(s) ordered by the Authority, Vendor shall submit the MSDS when product(s) are delivered to the Authority.
20. **INDEMNIFICATION:** Vendor agrees to indemnify and hold harmless the Authority and its commissioners officers, employees, and agents from and against any and all lawsuits, damages and expenses, including court costs, expert fees, and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the Authority and its commissioners officers, employees, and agents arising out of or in consequence of the PO to the extent that such bodily injuries, death, and/or property damages are attributable to the acts or omissions of the Vendor and/or Vendor's officers, agents, and/or employees.
21. **NONDISCRIMINATION:** Vendor affirms that by its employment policies, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, color, national origin, age or sex; and it is not in violation or, and will not violate, any applicable laws concerning the employment of individuals with disabilities.