

**CITY OF LAS VEGAS  
STANDARD TERMS AND CONDITIONS – PURCHASE ORDER**

The Supplier shall provide the goods and/or services described in this Purchase Order subject to the following Standard Terms and Conditions, unless otherwise noted on the face of the Purchase Order.

**1. DEFINITIONS [Goods, Services]**

“City” means the City of Las Vegas.

“Purchase Order” means a City order for goods and/or services, which becomes a binding contract upon written acceptance or performance by a Supplier, and which consists of the face of the Purchase Order and these Standard Terms and Conditions, and any other specifically referenced documents.

“Supplier” means the individual, partnership, company, or corporation contractually obligated to provide the goods and/or services described in this Purchase Order.

**2. APPLICABILITY [Goods, Services]**

Notwithstanding any provision of U.C.C. 2-207, the Supplier’s written acceptance of this Purchase Order, or the Supplier’s commencement of performance without providing a written rejection of the Purchase Order to the City within five (5) days of receipt, shall convert this Purchase Order, in its entirety, into a legally binding contract. Each clause title within these Standard Terms and Conditions shall indicate its applicability to the purchase of goods and/or services. Except for the Rules of Precedence clause below, these Standard Terms and Conditions do not apply if a specific bid award or contract is referenced on the face of the Purchase Order.

**3. RULES OF PRECEDENCE [Goods, Services]**

In the event of a conflict, the following rules of precedence shall govern this Purchase Order: (1) Terms and conditions on the face of the Purchase Order prevail over these Standard Terms and Conditions; (2) All terms and conditions of the Purchase Order prevail over U.C.C. Article 2; (3) All terms and conditions of the Purchase Order prevail over any Supplier quotation; and (4) The terms and conditions of a specific bid award or contract referenced on the face of the Purchase Order prevail over any term or condition contained in the Purchase Order .

**4. LAWS AND STATUTES [Goods, Services]**

The Supplier will comply with all federal, state and local laws and regulations relative to conducting business or performing work in the City of Las Vegas and the County of Clark, Nevada.

**5. SHIPPING [Goods]**

Goods are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect, or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Supplier error will be returned solely at Supplier’s cost.

**6. MATERIAL SAFETY DATA SHEETS [Goods]**

The Supplier shall provide current Material Safety Data Sheets (MSDS) for all hazardous materials and products delivered under this Purchase Order.

**7. TAXES [Goods, Services]**

The City of Las Vegas, Nevada is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) must be net, exclusive of these taxes. The Supplier shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any goods and/or services delivered under this Purchase Order. The Supplier herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**8. INVOICES [Goods, Services]**

The Supplier shall generate invoices and send to the “Bill To” address on the face of the Purchase Order. Invoices should include the following:

(i) Supplier name and address, (ii) date and unique invoice number, (iii) applicable Purchase Order number, and (iv) any other information (e.g., quantity, description, period of performance) necessary to identify the goods or services for which payment is requested. (v) handwritten invoices will be accepted only if submitted on pre-printed and prenumbered invoice forms. Upon reconciliation of all errors, corrections and credits, payment will be made within thirty (30) calendar days,

unless otherwise noted on the face of the Purchase Order. Invoices received that do not comply with the standards set forth herein may be returned to supplier unpaid.

#### **9. DISPUTES [Goods, Services]**

The parties shall attempt to amicably resolve disputes through escalating levels of management. All unresolved disputes may be settled by arbitration in Nevada if agreed to by both parties; otherwise, litigation may be used. Notice of any dispute must be given in writing within thirty days of the claim, dispute, or matter arising.

#### **10. GOVERNING LAW/VENUE OF ACTION [Goods, Services]**

This Purchase Order shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

#### **11. NOTIFICATION [Goods, Services]**

Notices will be addressed to the places of business identified on the face of the Purchase Order.

#### **12. INDEMNIFICATION [Goods, Services]**

Notwithstanding any of the insurance requirements set forth herein, the Supplier shall protect, indemnify and hold the City, its officers, employees and agents, harmless from and against any and all third-party claims arising under this Purchase Order.

#### **13. TERMINATION FOR CONVENIENCE [Goods, Services]**

**The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason.** Such termination shall be effected by written notice from the City to the Supplier, specifying the extent and effective date of the termination. The Supplier shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the City.

#### **14. TERMINATION FOR DEFAULT [Services]**

Upon failure to perform this Purchase Order under its terms, the City will provide written notice to the Supplier of the breach, and the Supplier will have a reasonable time (as stated in the City's written notice) in which to cure the breach. Failure to cure within the stated time will subject the Supplier to a default termination, with no liability to the City. The City will retain all rights to common law breach of contract remedies.

#### **15. INSURANCE [Goods, Services]**

The Supplier shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance, at its own expense, for all work related to the performance of this Purchase Order.

#### **16. INDEPENDENT CONTRACTOR [Goods, Services]**

The Supplier is deemed to be an Independent Contractor under this Purchase Order.

#### **17. WARRANTY [Goods]**

The Supplier warrants that goods supplied under this Purchase Order are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance on title.

#### **18. WARRANTY [Services]**

The Supplier warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Purchase Order. In the event of a breach of this warranty, the Supplier shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

#### **19. INSPECTION [Goods, Services]**

An authorized representative of the City will inspect the goods and services at time of delivery. If deficiencies are detected, the goods and/or services will be rejected and the Supplier will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the goods and/or services are re-inspected and accepted.

**20. FORCE MAJEURE [Goods, Services]**

The Supplier is excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the Government.

**21. ASSIGNMENT/MODIFICATION [Goods, Services]**

This Purchase Order is not assignable without the prior written consent of the City. This Purchase Order sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

**22. SEVERABILITY [Goods, Services]**

In the event any provision of this Purchase Order is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

**23. NON-DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

- a) **Discrimination:** The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Supplier acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Supplier recognizes that if the Supplier or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Supplier in breach of contract and terminate Contract.
- b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Supplier agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Supplier further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Supplier shall constitute a material breach of this Contract.

**24. AUDIT OF RECORDS [CAO-5/2/12]**

- a) The Supplier agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Supplier goes out of business, the Supplier shall forward the books and records to the City to be retained by the City for the period of time required herein.
- b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Supplier pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Supplier of the audit and inspection. If the books and records are not located within Clark County, the Supplier agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Supplier may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Supplier's office. If the books and records provided to the City are incomplete, the Supplier agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Supplier's office. The Supplier's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Supplier, the Supplier agrees that the difference shall be either: (i) repaid immediately by the Supplier to the City or (ii) at the City's option, credited against any future billings due the Supplier.