



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. Performance hereunder, constitutes Supplier's unqualified acceptance of the Agreement and acknowledgment that Supplier has read and fully understands all terms and conditions.

1. DEFINITIONS

"District" means the Las Vegas Clark County Library District.

"Purchase Order" means a District 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

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 District 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

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

5. SHIPPING

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. SAFETY DATA SHEETS

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

7. TAXES

The Las Vegas-Clark County Library District is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statutes 372.325(4), and Federal Excise Tax. 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 District harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The District's Federal Tax ID number is 88-0248022.

8. INVOICES

An original copy of the invoice is required for payment and must reference the appropriate Purchase Order Number. Invoices should be emailed as attachments to: busvendor1@thelibrarydistrict.org.

(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

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

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

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

12. INDEMNIFICATION

Notwithstanding any of the insurance requirements set forth herein, the Supplier shall protect, indemnify and hold the District, 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 District 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 affected by written notice from the District 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 District.

14. TERMINATION FOR DEFAULT [Services]

Upon failure to perform this Purchase Order under its terms, the District will provide written notice to the Supplier of the breach, and the Supplier will have a reasonable time (as stated in the District'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 District. The District will retain all rights to common law breach of contract remedies.

15. INSURANCE

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 District, re-perform or perform the services so that the services conform to the warranty.

19. INSPECTION

An authorized representative of the District 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

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

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

22. SEVERABILITY

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 District 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 District 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

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orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; District 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. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 states that local governments and the state of Nevada may use the contracts of other local governments of Nevada, if approved by the successful Bidder. The local government that originally awarded the contract is not liable for the obligations of the local government that uses the contract.

25. CONFLICT OF INTEREST

a) An official of the District, who is authorized on behalf of the District to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer or employee, of or for the District, who is authorized on behalf of the District to exercise any executive, supervisory, or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the District relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the District may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

26. PUBLIC RECORD

The Las Vegas-Clark County Library District is a public agency as defined by state law and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes (NRS)). Under the law, all of the District's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person.