Las Vegas Metropolitan Police Department (LVMPD) Purchase Order Standard Terms and Conditions

Revised as of 9/30/2016

1. **DEFINITIONS:**
   "Days" means calendar days unless otherwise specified.
   "LVMPD" means the Las Vegas Metropolitan Police Department
   "Purchase Oder" or "PO" means a LVMPD 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 PO and these standard PO 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 PO.
2. **APPLICABILITY:** Notwithstanding any provision of U.C.C. 2-207, the Supplier's written acceptance of this PO, or the Supplier's commencement of performance without providing a written rejection of the PO to the LVMPD within five days of receipt, shall convert this PO, in its entirety, into a legally binding contract. Except for the Rules of Precedence clause below, these standard PO terms and conditions do not apply if a specific bid award or contract is referenced on the face of the PO. These standard PO terms and conditions are not superseded by the Supplier's terms and conditions if the PO is accepted by the Supplier.
3. **RULES OF PRECEDENCE:** In the event of a conflict, the following rules of precedence shall govern this PO: (1) The terms and conditions of a specific bid award or contract reference on the face of the PO prevail over any term or condition contained in the PO; (2) Terms and conditions on the face of the PO prevail over these standard PO terms and conditions; (3) All terms and conditions of the PO prevail over U.C.C. Article 2; and (4) All terms and conditions of the PO prevail over any Supplier quotations and terms and conditions.
4. **FEDERAL, STATE AND LOCAL LAWS**: Suppliers must comply with all federal, state, and local laws relative to conducting business in Clark County, Nevada, including but not limited to, licensing, labor and health laws, and including 338.010 through NRS 338.180, as amended, if applicable. The goods and/or services shall comply with the Americans with Disabilities Act (ADA), as amended to date. Lack of knowledge by the Supplier shall in no way be a cause for relief from responsibility.
5. **GOVERNING LAW/VENUE OF ACTION**: This purchase order shall be construed and enforced in accordance with the laws of the State of Nevada. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this PO. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in a state court located in the County of Clark, State of Nevada.
6. **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 ship 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.
7. **DELIVERY REQUIREMENTS – F.O.B. DESTINATION:** Unless otherwise stated on the PO, all prices shall be F.O.B destination, and title shall pass to LVMPD upon acceptance at the final delivery point. Prices shall include delivery as well as necessary unloading. If delivery of product(s) or services(s) cannot be made as specified and at the price shown on the PO, Supplier must notify the LVMPD Purchasing Representative immediately. Supplier shall not make delivery without the Purchasing Representative's written approval. Any correspondence other than invoice relating to this PO must be sent to the Purchasing Representative at the address specified on the PO. Over-shipments will not be accepted unless authorized or approved by the Purchasing Representative in advance and in writing and will be returned to the Supplier at Supplier's expense in the manner provided for a nonconforming shipment.
8. **SAFETY DATA SHEETS:** The Supplier shall provide Safety Data Sheets (SDS) for all hazardous materials and products delivered under this PO.
9. **TAXES:** The LVMPD is exempt from paying Sales and Use Taxes under the provision of NRS 372.325(4) and Federal Excise Tax, under Registry Number 88-6000028. The prices 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 PO. LVMPD falls under the fiscal responsibility of Clark County, Nevada as a government entity. The Supplier herein indemnifies and holds the LVMPD harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
10. **IDENTIFICATION**: PO Number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this PO. Packing lists indicating the contents of each package will accompany each shipment.
11. **LVMPD's PROPERTY**: All property owned by LVMPD and furnished to Supplier for the purpose of performance of this PO will be identified and marked as LVMPD's property and adequately insured for LVMPD's protection. In the event that LVMPD's property becomes lost or damaged to any extent while in Supplier's possession from any cause, including faulty workmanship and/or negligent acts by Supplier, its agents or its employees, Supplier agrees to replace such property or reimburse LVMPD for the value or expense of replacement, whichever is greater.
12. **INVOICES:** All invoices must reference the PO number and shall be sent to: Las Vegas Metro Police Department, Budget/Accounting, 400B S. Martin Luther King Blvd, 4th Floor, Las Vegas NV 89106. In addition to the PO number, invoices should include the following: Supplier name and address, data and number of invoice, and any other applicable information (e.g. quantity, description, period of performance), necessary to identify the goods or service for which payment is requested. LVMPD will not be responsible for equipment, materials, services, or supplies delivered or furnished to LVMPD without a valid PO or prior written authorization from the Purchasing Representative. Invoices received that do not comply with the standards set forth herein may be returned to supplier unpaid.
13. **PAYMENT:** Standard terms for payment shall be net 30 days unless otherwise noted on the face of the PO. Payment discount period will be calculated from the date of receipt of a complete, correct invoice, or receipt and acceptance of goods or services, whichever is later.
14. **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 30 days of the claim, dispute, or matter arising.
15. **NOTIFICATION:** Notices will be addressed to the place of business identified on the face of the PO.
16. **INDEMNIFICATION:** Supplier warrants that the purchase, installation and /or use of the goods covered hereby will not result in any claim of infringement or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right. Supplier shall defend, indemnify and hold harmless LVMPD, its officers, employees, and agents from and against any and all damages, claims, demands, suits, judgments, penalties, and costs, including reasonable attorney's fees and expenses and all liability imposed by law, for or on account of damage to property of death of or injury to any person or persons (including property and employees of LVMPD) arising from the work, goods or service provided by the Supplier, its employees, agents or subcontractors pursuant to the PO.
    Supplier shall save and hold harmless LVMPD, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to LVMPD or used in the performance of this PO.
17. **TERMINATION FOR CONVENIENCE:** The LVMPD shall have the right

at any time to terminate further performance of this Contract, in whole or in part, for any reason or for no reason. Such termination shall be effected by written notice from the LVMPD 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 LVMPD.

18. **TERMINATION FOR DEFAULT:** The LVMPD, by written notice of default to the Supplier may terminate the whole or any part of this PO if the Supplier fails to make delivery or perform the service, as applicable, within the time required or any extension thereof. The LVMPD, by written notice of default to the Supplier, may terminate the whole or any part of this PO if the Supplier fails to perform any of the other provisions of this order or so fails to make progress as to endanger the performance of this order in accordance with its terms and conditions; and, in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the LVMPD may authorize in writing) after receipt of notice from LVMPD specifying such failure.

    If this PO is terminated in whole or in part for default, the LVMPD may procure, upon such terms and in such manner as the LVMPD may deem appropriate similar to that so terminate. The Supplier shall be liable to the LVMPD for any excess costs of such similar procurement, and shall continue the performance of this PO to the extent not terminated under the provisions of this clause. Supplier will be compensated to the extent that items affected by the termination have been accepted by LVMPD prior to the effective date of termination. Other than to this extent, LVMPD shall not be liable to Supplier for any damages on account of its failure to accept all of the items ordered.

    If, after notice of termination of this PO under the provisions of this clause, it is determined for any reason that the Supplier was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the LVMPD.

19. **INSURANCE:** At its own expense, the Supplier shall procure and maintain General Liability, Auto Liability and Workers Compensation insurance in adequate amounts for all work related to the performance of this PO and name the LVMPD as an additional insured on a primary and non-contributory basis. Supplier shall provide proof of such insurance at the request of the LVMPD. Failure by the LVMPD to request the Certificate of Insurance documenting this coverage shall not be construed as a waiver of such requirement.

20. **INDEPENDENT CONTRACTOR:** Supplier acknowledges that it is an independent contractor under this PO and is not entitled to any rights, privileges, or protections of an employee of the LVMPD.

21. **WARRANTY (GOODS):** The Supplier shall guarantee all workmanship, materials and equipment it has furnished for a period of one year after final acceptance of the equipment and/or materials, or for the period stated in Supplier's/Manufacturer's standard warranty, whichever is longer. If during the guarantee period any defect or faulty materials are found, Supplier shall within five days notification of a problem by the LVMPD proceed at its own expense return the goods, to replace and repair the same, together with any damages to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. The Supplier also warrants that any goods supplied under this PO are merchantable of good material and workmanship, free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications, instructions, drawings, data and samples, and free from liens or encumbrance on title. These warranties shall be in addition to all other warranties, express, implied and statutory. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty. Replaced and repaired goods shall be warranted for the remainder of the warranty period or six months, whichever is longer.

22. **WARRANTY (SERVICES):** The Supplier represents and warrants that any services performed in a professional workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields. Further, Supplier represent and warrants that the services shall be completed in accordance with applicable specifications/state of work and shall be correct and appropriate for the purposes contemplated in this PO. Supplier represents and warrants that the performance of services under this PO will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Supplier is bound. In the event of a breach of this warranty, the Supplier shall, at no cost to the LVMPD, re-perform the services so that the services conform to the specification/statement of work.

23. **NEW EQUIPMEN**T: The Supplier shall guarantee that the items provided under this PO shall be new, of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units. All modifications will have been made at the factory, unless otherwise specified. New equipment is defined as equipment that is made up completely of unused genuine original parts. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstration equipment does not meet this definition and is not acceptable.

24. **INSPECTION:** All goods and/or services purchased will be subject to inspections, tests and approval/acceptance by LVMPD. Supplier acknowledges that many of the goods contained in closed packages may not be inspected until such time as they are used and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. Prior to acceptance by the LVMPD the Supplier shall have risk of loss, including any damages sustained during shipment and delivery. If deficiencies are detected, including latent deficiencies, the goods and/or services will be rejected, returned at Supplier's expense and the Supplier will be required to make necessary repairs, corrections, or replacements. Nonconforming goods will be returned to Supplier freight collect and risk of loss will pass to seller upon LVMPD's delivery to the common carrier. Payment and/or commencement of a discount period will not be made until the corrective action is made, the good and/or services are re-inspected and accepted. No material or equipment returned to Supplier as defective shall be replaced except upon Purchasing Representative's formal authorization.

25. **FORCE MAJEURE:** The Supplier shall not be liable for any failure to perform if acceptable evidence has been submitted to the LVMPD that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Supplier. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the Government; but does not include labor related incidents, such as strikes or work stoppages. Supplier shall provide LVMPD satisfactory evidence that non-performance is due to other than fault or negligence on its part.

26. **ASSIGNMENT:** It is agreed that the Supplier will not assign, transfer, convey, or otherwise dispose of this PO or its right, title, or interest in or the same, or any part thereof, without previous written consent of the LVMPD and any sureties.

27. **MODIFICATION:** No modification or changes to this PO shall be binding unless approved in writing by the LVMPD Purchasing Representative. The Purchasing Representative may make changes to the PO by written notice to the Supplier. If such changes will cause

an increase or decrease in the time of performance or the amount due to Supplier, the Supplier must notify the Purchasing Representative immediately. If the Supplier does not object within 10 days, Supplier is deemed to agree to the change as presented by the Purchasing Representative. The Purchasing Representative name and contact information is located on the PO.

28. **SEVERABILITY:** In the event any provision of this PO is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.
29. **COLLUSION:** Any evidence of agreement or collusion among bidders, or a prospective bidder acting to restrain freedom of competition by agreement to quote a fixed price or otherwise, will render the bids of such bidders void.
30. **ADVANCE DISCLOSURE:** Advance disclosures of any information to any particular bidder, which gives that particular bidder any advantage over any other interested bidder, in advance of the Quotation Due Date, made or permitted by a member of the governing Body or any employee or representative thereof, will cause all quotations of that particular request to be void.
31. **NON-DISCRIMINATION:** The LVMPD is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. Supplier acknowledges that the LVMPD has an obligation to ensure that public funds are not used to subsidize private discrimination. Supplier recognizes that if the Supplier or its subcontractors or subconsultants are found guilty by an 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, with regard to, but not limited the following: employee practices, rates of pay or other compensation method and training selections; LVMPD may declare the Supplier in breach of contract and terminate the contract.
32. **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.
33. **RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE:** When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until it receives such assurance may, if commercially reasonable, suspend any performance for which it has not already received the agreed return. Acceptance of any improper delivery or payment does not prejudice the aggrieved party's right to demand adequate assurance of proper performance. After receipt of a justified demand, failure to provide within a reasonable time not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of the contract.
34. **FEDERAL CONDITIONS (Federally Funded Projects Only):** Pursuant to Appendix II to 2 code of Federal Regulations (CFR) Part 200, Contract Provisions for non-Federal Entity Contracts Under Federal Awards, the applicable terms are incorporated into this contract by reference, and orders funded with Federal funds may have additional contractual requirements or certifications that must be satisfied at the time the order is placed or upon delivery.
35. **AFFIRMATIVE STEPS (Federally Funded Projects Only):** Pursuant to CFR Part 200.321, Bidder must take affirmative steps listed in that part (1) through (5) to encourage participation of SBE, MBE and WBE subcontractors.
36. **CONTRACT Federally Funded Projects Only:** Cost-plus percentage of cost prohibited. Time and Materials contracts may only be used if a ceiling price is included that the contractor exceeds at its own risk.
37. **SECURITY:** All Supplier's employees working on this project may be subject to LVMPD background checks and fingerprinting. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest and will not be allowed to work under this contract.
38. **BANKRUPTCY**: In the event Supplier files for bankruptcy protection, this contract is automatically null and void, and is terminated without further notice.
39. **LVMPD LOGO, ARTWORK AND COPYRIGHT USE:** LVMPD's logo, artwork and copyright use are owned by the LVMPD. Any logo, artwork and copyright owned by the LVMPD may only be used in association and within the scope requirements of its use pursuant to this PO (and such use by the Supplier shall be subject to the prior approval of LVMPD), but not for any other purpose, unless written approval is given to the Supplier by the LVMPD.
40. **PUBLIC RECORD:** The LVMPD 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 LVMPD's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person.
41. **ADVERTISEMENTS**: Except as may be required to perform this PO, Supplier shall not in any manner advertise or publish the fact that it has furnished or contracted to furnish LVMPD with the goods or services herein mentioned without prior written consent of Purchasing Representative.