

Clark County Water Reclamation District

STANDARD TERMS AND CONDITIONS - PURCHASE ORDER

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

1. DEFINITIONS [Goods, Services]

"District" means the Clark County Water Reclamation District.

"Purchase Order" means a written District order for goods and/or services, which becomes a binding contract with Supplier 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 the 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 (regardless of any objection to any term of the Purchase Order) 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, services, or both. Except for the Rules of Precedence clause below, if a specific bid award or contract is referenced on the face of the Purchase Order the terms and conditions of the bid award or contract will govern and these Standard Terms and Conditions will not apply.

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, proposal, agreement, or other terms and conditions (T's and C's) submitted by Supplier subsequent to the issuance of the Purchase Order (whether or not Supplier additional T's and C's are signed by a District employee), and any such terms presented by Supplier are of no effect; 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 County of Clark, Nevada. Each Supplier will comply with the Occupational Safety and Health Administration Standards applicable to the Supplier and type of services rendered. District facilities are considered Critical Infrastructure facilities under the Department of Homeland Security and therefore are secured sites with authorized access only and additional security protocol required.

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. The title and risk of loss of Goods shall not pass to District until the Goods are delivered to the specific location, quantities are verified, and the Goods are inspected for damage. Supplier and/or third-party Supplier(s) shall reference the applicable District issued PO number on all packing/shipping slip(s) to ensure receipt and accountability of orders received by the District.

6. SAFETY AND SECURITY [Goods, Services]

The safety of Supplier's employees or representatives and others in or around the area of any Services is the responsibility of Supplier. Supplier shall abide by District's Safety and Security Requirements while in or upon District property or facilities. Any update or revision to the Safety and Security Requirements is immediately binding on Supplier. Should Supplier fail to abide by these requirements, the District may, in addition to any other legal or equitable remedy, immediately terminate the supply of goods or services from the Supplier or prohibit Supplier's entry in or onto any District property or facility. DISTRICT will accept no responsibility or liability as a result of improper installation or workmanship. Supplier shall ensure the immediate area, as well as equipment being maintained, is clean and clear of safety hazards. Any hazard that is noticed by servicing personnel, and that needs to be addressed by District, shall be immediately reported to District verbally, followed by a written statement to District's representative.

7. PROHIBITED ACTIVITIES ON DISTRICT PROPERTY [Services]

The activities prohibited by Supplier's employees during performance of services include but are not limited to the following: using District's property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating District employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls; being under the influence of or use of alcohol or drugs while on District property.

8. 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.

9. TAXES [Goods, Services]

The District 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 88-6001074. 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. District Tax Exemption Certificate can be downloaded at <https://www.cleanwaterteam.com/ProcurementSolutions/Documents/TaxExemptionLetter.pdf>.

10. 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 pre-numbered invoice forms. Upon reconciliation of all errors, corrections and credits, payment will be made within thirty (30) calendar days upon receipt, review, and approval of goods/services by the District, unless otherwise noted on the face of the Purchase Order. Additionally, the District shall only pay for goods/services received/rendered and no advance payments will be granted, unless the purchase is for software licenses, subscriptions, or training seminars and associated costs. Invoices received that do not comply with the standards set forth herein may be returned to supplier unpaid. District will not pay interest on any past due invoiced amount beyond that imposed by Nevada law.

11. 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. District has no contractual obligation to pay the attorneys' fees or costs of Supplier for any reason and will not pay attorneys' fees or costs of Supplier beyond that imposed by Nevada law.

12. 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.

13. NOTIFICATION [Goods, Services]

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

14. INDEMNIFICATION [Goods, Services]

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 from an act or omission of Supplier, or the Goods and/or Services provided by Supplier, under this Purchase Order. As to any third-party claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the Goods or Service provided under this Purchase Order, Supplier shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing Goods or Services, or to modify such infringing Goods and/or Services so they become non infringing, or obtain the necessary licenses to use the infringing Goods and/or Services, provided that such substituted and modified Goods and Services shall otherwise meet all the requirements and be subject to all the provisions of this Purchase Order. District will not indemnify, defend, or hold harmless Supplier to any extent for any purpose.

15. 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 effected 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.

16. 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 reserves all rights and remedies available under law, contract, or at equity.

17. INSURANCE [Goods, Services]

The Supplier shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance with limits that meet or exceed legal requirements and/or industry standard (whichever is higher), at its own expense, for all work related to the performance of this Purchase Order.

18. INDEPENDENT CONTRACTOR [Goods, Services]

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

19. 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.

19.1. WARRANTY [Refurbished Goods]

If the goods supplied under this Purchase Order are "refurbished," the Supplier warrants that the goods are in good working order and free from liens or encumbrance on title.

20. 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.

21. INSPECTION [Goods, Services]

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.

22. 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.

23. ASSIGNMENT/MODIFICATION [Goods, Services]

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 upon written authorization of the District.

24. NON-ENDORSEMENT [Goods, Services]

The Supplier may not publish or sell any information from or about this Purchase Order without the prior written consent of the District. This restriction applies to the use of the District's name in a general list of customers as the District prohibits the use of its name to represent an express or implied endorsement of the Supplier or its services.

25. 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.

26. NON-DISCRIMINATION [Goods, Services]

Supplier acknowledges that District has an obligation to ensure that public funds are not used to subsidize private discrimination. Supplier recognizes that if they 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 gender expression, age, disability, national origin, or any other protected status, District may declare Supplier in breach of the terms of the Purchase Order.