1. **DEFINITIONS (Goods, Services)**

“RTC” means the Regional Transportation Commission of Southern Nevada.

“Purchase Order” or “PO” means a RTC 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 Purchase Order.

2. **APPLICABILITY (Goods, Services)**

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 RTC within five days of receipt, shall convert this PO, in its entirety, into a legally binding contract. Each clause title within these Standard PO 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 PO Terms and Conditions do not apply if a specific bid award or contract is reference on the face of the PO.

3. **RULES OF PRECEDENCE (Goods, Services)**

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

4. **FEDERAL, STATE AND LOCAL LAWS (Goods, Services)**

Suppliers must comply with all federal, state and local laws relative to conducting business in Clark County including, but not limited to, licensing, labor and health laws, and including NRS 338.010 through NRS 338.180, as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this PO. The goods and/or services shall comply with the (ADA) as amended to date. The Supplier shall provide the goods and/or services in compliance with the Americans with Disabilities Act and the rules and regulations promulgated there under and shall immediately notify the RTC of any conflicts between the contract documents and the Act or the rules and regulations promulgated there under.

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. **DELIVERY REQUIREMENTS; F.O.B. DESTINATION (Goods)**

All prices must be F.O.B. destination as required. Prices include delivery as well as necessary unloading.

7. **MATERIAL SAFETY DATA SHEETS (Goods)**

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

8. **TAXES (Goods, Services)**

The RTC 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 90-0036752. The prices(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 PO. 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.
9. **INVOICES/PAYMENT (Goods, Services)**
The Supplier shall generate invoices and send to the “Bill To” address on the face of the PO. Invoices should include the following: (1) Supplier name and address; (2) date and unique invoice number; (3) applicable PO number; (4) any other information (e.g., quantity, description, period of performance necessary to identify the goods or services for which payment is requested. Handwritten invoices will be accepted only if submitted on pre-printed and pre-numbered invoice forms.

The payment terms of this PO are net 30 days. Company understands and agrees that net thirty (30) days in this case means that the check is cut at the RTC the first business day after thirty (30) calendar days after the invoice date, and additional days must be allowed for mailing. The RTC shall mail payments to the supplier based on receipt by the RTC of the final invoice and supporting documents. Upon reconciliation of all errors, corrections and credits, payment will be made within 30 calendar days, unless otherwise noted on the face of the PO. Invoices received that do not comply with the standards set forth herein may be returned to supplier unpaid.

10. **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 30 calendar days of the claim, dispute, or matter arising.

11. **GOVERNING LAW/VENUE OF ACTION (Goods, Services)**
This PO 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 Clark County, Nevada.

12. **NOTIFICATION (Goods, Services)**
Notices will be addressed to the places of business identified on the face of the PO.

13. **INDEMNIFICATION (Goods, Services)**
Notwithstanding any of the insurance requirements set forth herein, the Supplier shall protect, indemnify and hold the RTC, its officers, employees, volunteers and agents, harmless from and against any and all third-party claims arising under this PO.

14. **TERMINATION FOR CONVENIENCE (Goods, Services)**
The RTC 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 RTC 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 RTC.

15. **TERMINATION FOR DEFAULT (Goods, Services)**
The RTC, 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 specified herein or any extension thereof. The RTC, 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, in either of these two circumstances does not cure such failure within a period of ten calendar days (or such longer period of as RTC may authorize in writing) after receipt of notice from RTC specifying such failure.

If this PO is terminated in whole or part for default, the RTC may procure, upon such terms and in such manner as the RTC may deem appropriate similar to that so terminate. The Supplier shall be liable to the RTC for any excess costs for such similar procurement, and shall continue the performance of this PO to the extent not terminated under the provisions of this clause.

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 RTC.
The rights and remedies of the RTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

RTC reserves the right to cancel this PO upon 30 days written notice with good cause.

16. INSURANCE (Goods, Services)
The Supplier shall procure and maintain Workers’ Compensation, General Liability and Auto Liability Insurance, in compliance with the Sample Insurance Requirements (and applicable certificates and endorsements) on the RTC Purchasing & Contracts webpage at http://rtcsnv.com/about/business/ at its own expense, for all work related to the performance of this PO, and shall provide proof of such insurance at the request of the RTC.

17. INDEPENDENT CONTRACTOR (Goods, Services)
The Supplier is deemed to be an independent contractor under this PO, and not an employee of the RTC.

18. 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; and if during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the RTC, proceed at its own expense 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 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. WARRANTY (Services)
The Supplier warrants that any 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 PO. In the event of a breach of this warranty, the supplier shall, at no cost to the RTC, re-perform the services so that the services conform to the warranty.

20. NEW EQUIPMENT (Goods)
The Supplier shall guarantee that the items provided pursuant to this PO are new, of the latest and most improved model of current production, are first quality as to workmanship, and materials used in said units. All modifications will have been made at the factory.

New equipment is defined as equipment that is made completely of unused genuine original parts. Equipment must not have been operated for any purpose other than routine operational testing. Demonstration equipment does not meet this definition and is not acceptable.

21. INSPECTION (Goods, Services)
An authorized representative of the RTC will inspect the goods and/or services at the time of delivery or upon completion. The RTC shall assume risk of loss of the equipment upon acceptance. Prior to acceptance by the RTC, the Supplier shall have risk of loss, including any damages sustained during 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 good and/or services are re-inspected and accepted.

22. FORCE MAJEUERE (Goods, Services)
The Supplier shall not be liable for any failure to perform if acceptable evidence has been submitted to the RTC that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Supplier. Example of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents, such as strikes or work stoppages. Supplier shall provide RTC satisfactory evidence that non-performance is due to other than fault or negligence on its part.

23. ASSIGNMENT/MODIFICATION (Goods, Services)
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 RTC and any sureties. This PO sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

24. **SEVERABILITY (Goods, Services)**
In the event any provision of this PO is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

25. **COLLUSION (Goods, Services)**
Any evidence of agreement or collusion among bidders or prospective bidders acting to restrain freedom of competition by agreement to quote a fixed price or otherwise, will render the bids of such Bidders void.

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 opening quotes, made or permitted by a member of the governing body or any employee or representative thereof, will operate to void all quotations of that particular request.

26. **DBE UTILIZATION (Goods, Services)**
Disadvantaged, Minority, and Woman-owned Business Enterprises shall not be discriminated against on the grounds of race, color, age, disability, creed, sex, or national origin in consideration for an award.

27. **MBE/WBE UTILIZATION (Goods, Services)**
Minority and Woman-owned Business Enterprises shall not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award.

28. **RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE (Goods, Services)**
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 thirty calendar days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of the contract.