

**CITY OF HENDERSON, NEVADA
GENERAL CONDITIONS FOR COMMODITIES**

- GC.1 PRICE STABILITY
It is agreed that all prices quoted shall be good for sixty (60) calendar days from the date quoted.
- GC.2 ASSUMPTION OF RISK OF LOSS
The CITY shall assume risk of loss of the equipment upon acceptance. Prior to acceptance by the CITY, the vendor shall have risk of loss, including any damages sustained during delivery.
- GC.3 FEDERAL, STATE, AND LOCAL LAWS
Vendors will comply with all federal, state and local laws relative to conducting business in the City of Henderson, including but not limited to licensing, labor, health, and safety laws, and including NRS 338.10 through 338.180, as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this purchase order.
- GC.4 INDEPENDENT CONTRACTOR
The supplier is deemed to be an Independent contractor under this Purchase Order.
- GC.5 IDENTIFICATION
Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order. Packing list indicating the contents of each package will accompany each shipment.
- GC.6 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.
- GC.7 RULES OF PRECEDENCE
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 General Conditions;
2. All General Conditions of the Purchase Order prevail over Uniform Commercial Code (UCC) Article 2;
3. All General Conditions of the Purchase Order prevail over any Supplier quotation; and
4. The terms and conditions of a CITY issued specific Bid/RFP award or contract referenced on the face of the Purchase Order prevail over these General Conditions.
- GC.8 ANTI-DISCRIMINATION
Sellers doing business with CITY are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, or any other protected status with regard to, but not limited to the following: employee practices, rates of pay or other compensation method and training selections.
- GC.9 TERMINATION
The CITY may by written notice terminate this order, in whole or in part. In the event this order is terminated as a result of Supplier's default, the Supplier shall be liable for all damages allowed in law or equity, including the excess cost of procuring similar items. If this order is terminated for the convenience of the CITY, Supplier will be compensated to the extent that items have been accepted by the CITY prior to the effective date of termination. Other than to this extent, the CITY shall not be liable to Supplier for any damages on account of its failure to accept all of the items ordered.
- GC.10 ASSIGNMENT OF CONTRACTUAL RIGHTS
It is agreed that the vendor will not assign, transfer, convey, or otherwise dispose of this order or its right, title, or interest in or the same, or any part thereof, without previous written consent of the CITY and any sureties.
- GC.11 INDEMNITY
The vendor agrees, by entering into this order, to defend, indemnify, and hold the CITY harmless from any and all causes of action or claims of damages arising out of or related to vendor's performance under this order.
- GC.12 DELIVERY REQUIREMENTS: F.O.B. DESTINATION
Prices shall be F.O.B. destination and shall include delivery as well as any unloading charges, unless an alternative delivery method is approved by the City. In such an instance, shipping, handling and/or freight charges shall be prepaid and added to the invoice.
- GC.13 DELIVERY REQUIREMENTS-FORCE MAJEURE
Vendor shall be excused from performance hereunder during the time and to the extent that he/she is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, civil disturbances, fire war, loss or shortage of transportation facilities, lockout, or commandeering of raw materials, products, plants, or facilities by the government. Vendor shall provide the CITY satisfactory evidence that non-performance is due to other than fault or negligence on his/her part.
- GC.14 PAYMENT
The payment terms of this order shall be NET 30 DAYS from receipt of invoice by the CITY. The CITY shall mail payments to the vendor based on receipt by the CITY of the final invoice and supporting documents.

Invoices shall be sent to: City of Henderson, 240 Water Street, Henderson, Nevada 89015, Attention: Accounts Payable.
- GC.15 TAXES
The CITY is exempt from State Retail Sales and Use Tax and Federal Excise Tax. All prices shall be net, exclusive of taxes.
- GC.16 WARRANTY
The vendor shall guarantee all workmanship, materials and equipment he/she has furnished for a period of one (1) year after final acceptance of the equipment and/or materials; and if during the guarantee period, any defect or faulty materials are found, he/she shall immediately, upon notification by the CITY, proceed at his/her 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.
- GC.17 NEW EQUIPMENT
The vendor shall guarantee that the items provided in this order shall be new, of the latest and most improved model of current production shall be of first quality as to workmanship, and materials used in said units.

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.
- GC.18 INSPECTION
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 good and or services are re-inspected and accepted.