

BLUE VALLEY USD #229 - PAYMENT TERMS:

Payment can take 30-60 calendar days depending on when goods or services are received, orders are verified, and the date the invoice is received in the Accounts Payable Department. Invoices received by the Accounts Payable Department and orders verified by the 15th day of the month will be paid/mailed on or near the 15th day of the following month. Invoices received and verified on or after the 16th day of the month will be paid the second month following, on or near the 15th day.

E-PAYABLES:

The School District is not requiring the acceptance of a credit card as its form of payment and will still offer checks. However, would you accept a credit card as the School District's form of payment for your goods and services understanding the requirements as described?

- Yes
- No

Note: Acceptance of Credit Card Payment

- Will not change payment terms or timelines.
- Cannot increase the proposed costs as outlined in your Bid or RFP response.
- The vendor cannot charge any additional fees for the acceptance of credit card payment.
- We will need to work with you to setup the payment details.

CONTRACTORS - PLEASE NOTE:

It shall be the contractor's responsibility to contact the Blue Valley Support Services Accountant to request a Kansas Project Exemption Certificate when one is necessary. The Project Exemption Certificate must be issued and dated before the purchase of goods.

The law requires that Sections I through 5 of K.S.A. 44-1030 (as follows) are to be included in all contracts to which the School District is a party, except those with contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is \$5,000 or less, or who have fewer than four employees.

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1030, as amended, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part; by the School District;
- (4) If the contractor is found guilty of violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission, which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part by the School District; and
- (5) The contractor shall include the provisions of paragraphs (1) through (4) of this section in every subcontract or purchase order, so that such provisions will be binding upon such subcontractor or vendor.

CURRICULUM ORDERS ONLY:

By agreeing to deliver any textbooks and materials that support textbooks on this purchase order, the publisher agrees to prepare and submit, within 60 calendar days of purchase order receipt, a NIMAS file set to the NIMAC that complies with the terms and procedures set forth by the NIMAC. Should the vendor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the purchased products to the NIMAC. The files will be used for the production of alternate formats as permitted under the law for students with print disabilities.

GOVERNING LAW:

This Purchase Order shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Kansas applicable to agreements made and to be entirely performed therein.

JURISDICTION; VENUE

In the event of any dispute arising under this Purchase Order, the parties agree to submit to the exclusive jurisdiction of state courts located in Johnson County, Kansas, and to federal courts located in the State of Kansas. Further, the parties agree that venue is properly in said courts.

SUMMER HOURS:

During the summer months of June and July, Blue Valley Unified School District #229 will be closed on Fridays and will not be accepting deliveries on Fridays. Blue Valley Unified School District #229 will not be liable for failed delivery attempts on Fridays during June and July.