

CITY OF WICHITA, KANSAS
PURCHASE ORDER
ADDITIONAL TERMS AND CONDITIONS

This Purchase Order and Purchase Order Additional Terms and Conditions hereinafter called instrument, shall serve as a contract between the City of Wichita, Kansas, a Municipal Corporation, and the vendor named on the Purchase Order.

1. For the purchase and delivery of equipment, material, supplies, and/or services listed on the Purchase Order in accordance with the directions of this instrument.
2. After the items listed on the Purchase Order have been delivered and accepted by an authorized City Official, and in accordance with directions on this instrument, the City of Wichita will pay the vendor the amount due, as shown in the total column of the Purchase Order.
3. All special conditions on the face of the Purchase Order are hereby made a part of a general condition set out in this instrument.
4. No terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon purchaser unless in writing and signed by its Purchasing Manager.
5. The articles specified in this order are for the exclusive use of the City of Wichita, Kansas. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be or has not been imposed. Exemption certificate will be furnished when required or upon request.
6. All orders are priced F.O.B. destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order by the Purchasing Manager.
7. This order must not be filled at a higher price than quoted without specific authorization of the City Purchasing Manager.
8. When the items shown on this order have been delivered, the vendor is to mail an invoice for the same to the **DEPARTMENT ADDRESS SHOWN ON THE PURCHASE ORDER**. Be sure to show the Purchase Order number on the invoice.
9. Vendor to retain Purchase Order copy for his file.
10. All discounts are taken for payment at the next available payday after invoice is audited.
11. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order.
12. **IMPORTANT NOTICE** to vendors. This Purchase Order will not be accepted as a City liability until a written invoice with a full account of all items on the Purchase Order is filed with the City Controller, City Hall, Twelfth Floor, 455 North Main Street, Wichita, Kansas 67202.
13. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
 - d. Contractor shall include the provisions of paragraphs (a), (b), (c), and (d) of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
 - e. Exempted from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance is required)..
 - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contracts who hold contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5000.00) or less during the City Fiscal Year
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

During the performance of any City contract or agreement the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated there under. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031, as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.