

DEBTOR

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS PURCHASE ORDER ADDITIONAL TERMS AND CONDITIONS

This Purchase Order shall serve as a contract between the Unified Government of Wyandotte County/Kansas City, Kansas, a Municipal Corporation, and the vendor named on the face of the Purchase Order

1. For the purchase and delivery of equipment, supplies, and/or services listed on the face of the purchase order in accordance with the directions included in this document.
2. For payment to the vendor the amount due, after the items listed on the Purchase Order have been delivered and accepted by an authorized Unified Government Official, and in accordance with directions included in this instrument.
3. All special conditions on the face of the Purchase Order are hereby made part of the general conditions 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 the Unified Government unless in writing and signed by an authorized Unified Government Official.
5. The items specified in this order are for the exclusive use of the Unified Government of Wyandotte County/Kansas City, Kansas. Therefore, it is understood the Federal Excise Tax or State and Local Sales Taxes shall not be or have not been imposed. Exemption certificates will be furnished upon request.
6. All orders are priced F.O.B. destination unless otherwise stated. Notice must be given if shipment cannot be made immediately.
7. If unable to ship at prices shown, advise before shipping.
8. When the items shown on this order have been delivered, the vendor is to mail an invoice for the same to the Unified Government Department listed on the front, lower left-hand corner of the purchase order. The Purchase Order Number must be shown on all shipping papers, invoices and related correspondence.
9. Vendor may retain Purchase Order copy for their file.
10. For good cause, and as consideration for executing this contract, the contractor, acting herein by and through its authorized agent, hereby conveys, sells and assigns, and transfers to the Unified Government of Wyandotte County/Kansas City, Kansas, all rights, title, and interest in and to all causes of action it may now or hereafter acquire under antitrust laws of the United States and the State of Kansas, relating to the particular product or services purchases or acquired by the Unified Government of Wyandotte County/Kansas City, Kansas, pursuant to this contract.
11. The vendor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of Equal Employment section of this contract and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and amendments thereto; The Kansas Act Against Discrimination, Kan. Stat. Ann. § 44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and §§ 18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.
12. If the vendor shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Vendor may be declared ineligible for any further Unified Government Contract for a period of up to three year's. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this section, the vendor shall have no claims for damages against the Unified Government on account of such termination, cancellation or suspension or declaration of ineligibility.
13. Y2K Representation, Warranty, and Indemnification:

Vendor represents, warrants, and covenants that all computer programs, equipment, and/or Hardware provided by Vendor (regardless of form or media), including without limitation, any and all improvements, updates, enhancements, upgrades and new versions, modifications, maintenance releases or patches, and adaptations ("Products"), containing or calling on a date or calendar function, including, without limitation, any function indexed to the clock of a computer processor or processing chip and any function providing specific dates or days or calculation spans of time (such as dates or days) shall record, store, process, display, report and (where appropriate) insert true and accurate dates, times, date ranges, and date and time calculations prior to, including spanning, and after January 1, 2000.