

The Kansas City Board of Public Utilities (BPU)

Purchase Order Terms & Conditions

1. Quoting, offer, and acceptance – BPU (“Buyer”) reserves the right to accept all or part at prices quoted or to decline the whole. Materials quoted shall be identical to those requested, and are to be factory new with full warranty. Materials that have been previously sold, rebuilt or used shall be clearly identified as such. Alternate materials of equal or superior quality may be offered with full supporting data. Supplier agrees that all quotations by Supplier to BPU shall remain valid for a period of not less than sixty (60) days. If Supplier is unable to quote, please so indicate and return this form promptly. All information space blocks must be filled in when applicable or noted "N/A." Quotes shall constitute offers by the Supplier to BPU which can be accepted by BPU by issuance of a Purchase Order to the Supplier or its authorized agent or representative. BPU's Purchase Order is an acceptance of an offer by the Supplier. The acceptance is expressly conditioned on Supplier's assent to all terms and conditions contained herein and only those contained herein notwithstanding any different or additional terms or conditions submitted to BPU by Supplier either before or after issuance of this Purchase Order. In the event this Purchase Order is construed as an offer, the offer expressly limits acceptance to the terms and conditions of the offer and constitutes notice of objection to any additional or different terms or conditions in the acceptance so as to preclude the inclusion of any different additional terms or conditions in any resulting contract. In the event this Purchase Order is construed as a confirmation of an existing contract, such confirmation is expressly conditioned on the Supplier's assent to any additional or different terms or conditions contained herein. If Supplier is party to a written agreement with Buyer that specifically covers the purchase of goods or services, then the terms of that agreement control the purchase and sale of the goods and services, and these BPU Terms do not apply.
2. Invoices: Purchase Order number must appear on all invoices, bills of lading, packing slips and correspondence. Invoices are to be submitted via email to The Kansas City Board of Public Utilities, ap@bpu.com. Each invoice shall contain the Purchase Order Number, Item Number if applicable, description of goods, quantities, unit prices and total purchase price. Each invoice must refer to only one purchase order. Each invoice must be attached as a separate Acrobat, Word or Excel file. The invoice must be the first page of the attached file with supporting documentation following the invoice in the same attachment. All payments to Supplier will be paid by BPU's approved payment methods.
3. Pricing: If price is not stated in any Purchase Order, it is agreed that the goods, materials, equipment or merchandise shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. Furthermore, the Supplier warrants that the prices for the goods and services sold to Buyer under this order are not less favorable than those currently extended to any other customer for the same or similar goods and services in equal or lesser quantities. No goods, merchandise, or materials shall be invoiced at a higher price than the last quoted price by Supplier or changed without Buyer's written authorization in the form of the Purchase Order.
4. Delivery: Time of delivery and performance and quantities specified in this Purchase Order are of the essence. Failure of Supplier to deliver the Goods and perform on the dates and in the quantities specified shall constitute a material breach of this agreement. Supplier shall notify Buyer, electronically or in writing, promptly whenever it shall appear to Supplier that Supplier will not be able to make the deliveries and perform in accordance with the terms and conditions of this Purchase Order. Buyer's acceptance of deliveries and performance not conforming to the specifications, terms and conditions of this Purchase Order shall not constitute a waiver of Buyer's rights. Delivery shall not be deemed to be complete until all Goods and/or Services have been received and accepted by Buyer.
5. Payment Terms: Unless another payment schedule is specified in a Contract or on the Purchase Order, standard payment terms are Net 30 Days from the date of KCBPU's acceptance of the delivery of the goods and/or services or from the date of receipt of the invoice, whichever is later, and except for amounts disputed by Buyer.
6. Title, Ownership, and Risk of Loss: Unless otherwise specified in the Purchase Order, Supplier shall retain an insurable interest in the materials and equipment and shall assume all risk of loss or damage to the material and equipment until receipt and acceptance by Buyer. Furthermore, title to, and risk of loss of or damages to the Goods shall not pass to Buyer until they have been received and accepted by Buyer at the destination indicated in this Purchase Order.
7. Warranties: Supplier warrants that Goods delivered, the packaging, labeling and sorting thereof, any installation, repair, and maintenance of Goods, and any other performance pursuant to this Purchase Order, will be: (a) newly manufactured unless expressly agreed to otherwise in the Purchase Order (b) free of infringements of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity; (c) free from defects in material and workmanship, and all liens, security interests, claims and encumbrances; (d) merchantable and fit for the intended use of Buyer; (e) of a grade and performance in conformity with all specifications, designs, drawings, samples, descriptions, instructions and other items referred to in this Purchase Order. Supplier warrants that any services to be performed by Supplier hereunder will be performed by Supplier, as an independent contractor, in a good and workmanlike manner.

8. Taxes: Unless otherwise noted on the Purchase Order or prohibited by law, Supplier shall be solely responsible for and shall pay any taxes which may be imposed on the Goods or Services ordered hereby or by reason of their sale or delivery. Any such taxes charged to Buyer shall be separately listed on Supplier's invoice. BPU shall not be responsible for any portion of taxes for which it is tax exempt.
9. Packing: All Goods shall be suitably packed and marked for shipment, and no charge shall be made to Buyer for containers, wrapping, packing, boxing, crating, delivery, storage or the like unless specifically authorized in this Purchase Order. All cartons and packages must bear Purchase Order number and description or may be rejected. Packing Slips must be included in all shipments and last shipment must state "Order Completed". Packing Slips must include the PO Number, BPU Item Number and Manufacturer/Catalog Number. Supplier shall furnish Safety Data Sheets for all qualifying material.
10. Shipping: Ship according to the instructions on the Purchase Order. Do not send shipments C.O.D. or Shipper's Order.
11. Equal Employment Opportunity: Supplier agrees to be bound by and to implement, all applicable Federal and State programs requiring equal employment opportunity or preventing employment discrimination by government contracts, and to furnish Buyer with all guarantees or certifications as to such compliance as may be prescribed by any such programs.
12. Insurance: In the event that Supplier's objections hereunder require or contemplate performance of services by Supplier's employees, or persons under contract to Supplier, to be done on Buyer's property, or property of Buyer's customers, the Supplier agrees that it shall be an independent contractor for all work performed and that persons doing such work shall be considered employees of the Supplier. Supplier shall maintain all necessary insurance coverage, including liability and Workman's Compensation insurance. Supplier shall indemnify and save harmless and defend Buyer from any and all claims or liabilities arising out of the work covered by this paragraph.
13. Inspection/Testing: Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said goods, including cancelling any unshipped portion of the Purchase Order or like items on a separate purchase order(s), that are in Buyer's judgment defective, nonconforming, or are not in accordance with Buyer's specification. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Supplier at its expense and, in addition to Buyer's other rights, Buyer may charge Supplier all expenses of unpacking, examining, repacking, and reshipping such goods. In the event Buyer receives goods whose defects or nonconformity is not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way the Supplier from the obligation of testing, inspection and quality control.
14. Assignments and Subcontracting: No part of this order may be assigned or subcontracted without the prior written approval of Buyer.
15. Governing Law: This contract and/or transaction shall be governed by Kansas law and any claim or dispute shall be filed in a court of competent jurisdiction in Wyandotte County, Kansas.
16. Compliance with Laws, Permits and Licenses - Supplier and any subcontractors shall comply with all applicable laws and regulations and shall secure any and all necessary governmental authorizations and permits, and shall upon request furnish satisfactory proof of compliance with any law or regulation.
17. Cancellation - Buyer may cancel all or any part of a Purchase Order, with or without cause, immediately upon notice to Supplier. Upon receipt of notice of cancellation of a Purchase Order, Supplier must discontinue its performance of such cancelled Purchase Order, preserve and protect materials, work in progress and completed work in accordance with Buyer's instructions. Supplier will not be entitled to any damages on account of cancellation. If cancellation is partial, Supplier must continue the performance of the remaining portion of the canceled Purchase Order, as well as all other Purchase Orders which were not canceled. Buyer agrees to pay Supplier for goods, materials or merchandise delivered prior to the effective date of cancellation, at the agreed upon rates. Notwithstanding the foregoing, if Buyer returns goods, materials or merchandise, Buyer will not be liable for restocking fees unless specifically agreed to in the Purchase Order.
18. Entire Agreement: Unless the parties have entered into a written agreement covering this transaction the specifications, terms and conditions of this Purchase Order constitute the entire agreement and understanding between the parties pertaining to the subject matter hereof. No agent of Buyer is authorized to bind Buyer except by this Purchase Order. No interpretation, change, termination or waiver of any of the specifications, terms or conditions hereof shall be binding upon either party unless in writing and signed by the duly authorized representative of Buyer.