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Twin Falls Public Schools
School District No. 411

201 Main Avenue West
Twin Falls, Idaho 83301
(208) 733-6900
(208) 733-8474 Fax

**INVITATION TO
APPLY AS A VENDOR**

Attention: Accounting/Finance Department

We have received a request for your company to be added to our approved vendor list.

In order to be added as a new vendor:

1. You must complete and return to us the enclosed new Vendor Application form.
2. Complete and return the W-9 form.

Please include a current catalog and/or diskette with prices as soon as possible.

If your company has an e-mail address that is accessible to receive product information and prices, please include it also.

For your records, we have enclosed the Idaho Statute 67-2302. If you have any questions, please call.

Sincerely,

Finance Department
Twin Falls School District #411



TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

VENDOR APPLICATION

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

BUSINESS PHONE _____

FAX NUMBER _____

E-MAIL ADDRESS _____

HISTORY OF COMPANY (Explain briefly—must include type of business, date established, all subsidiaries—doing business as, etc.)

BANK REFERENCES _____

CURRENT FINANCIAL STATEMENT (Please attach)

TRADE REFERENCES (Minimum of 3)

SCHOOL DISTRICT'S TERMS: In accordance with Idaho State Law, Code #67-2302, we have 60 days to pay the invoice from the time it is received in our accounting office and order has been received. See attached Idaho Statute #67-2302. **THESE TERMS SUPERCEDE ALL OTHER TERMS.**

Authorized purchases for the School District are made by purchase order. The purchase order number must appear on all shipping documents, invoices and related correspondence. In addition, the vendor agrees to accept only orders placed by purchase order.

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

TWIN FALLS SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

CONTRACTOR AND/OR SUBCONTRACTOR EMPLOYMENT REQUIREMENTS

To meet the requirements of Idaho State codes, the Twin Falls School District would like to have the following on file before a contractor and or subcontractor signs a contract and or performs any work:

1. Form W-9; request for Taxpayer Identification and Certification
2. Certificate of Liability Insurance from a qualified surety company
(\$1 million minimum)
(TWIN FALLS SCHOOL DIST. MUST BE LISTED AS THE ADDITIONAL INSURED)
3. Certificate of Workers Compensation Insurance
4. Contractor's License Number, please list _____
5. Public Work's License Number, please list _____

Workers Compensation Insurance is available from the State Insurance Fund for all contractors.¹ Workers compensation insurance could also be purchased through your own insurance company.

Please check the appropriate boxes below of items you are enclosing:

- | | |
|--|--------------------------|
| 1. Form W-9 | <input type="checkbox"/> |
| 2. Certificate of Liability (\$1M minimum) | <input type="checkbox"/> |
| 3. Certificate of Workers Compensation | <input type="checkbox"/> |

Printed name & title

Company name

Signature of owner or representative

Date

Revised 01/19/12

¹ Contact the State Insurance Fund at (800) 334-2370 or (208) 332-2100 or through your own insurance company.

GENERAL CONTRACT

Instructions for filling out the General Contract are as follows:

A general contract will be filled out when the company is going to be doing a construction project, remodeling project, major repair project on any building or ground/site work or internal equipment repair or replacement.

The general contract falls under the public works law requiring a public works license prior to a requisition/purchase order being issued and work commencing. Payment & performance bonds must be attached to the general contract as outlined.

The District vendor application along with required insurance certificates and licenses must be completed and turned into the district office prior to any work being performed (unless vendor has already been set up and all information is current). A requisition can then be completed. The General Contract must be turned into the Purchasing Agent prior to the requisition being turned into a purchase order. The requisition will then be turned into a purchase order and given to the vendor so the work can commence. The vendor must submit an invoice to accounts payable at the district office for payment. Payment will be processed with the standard accounts payable process.

Option A

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

GENERAL CONTRACT

This contract is hereby made and entered into this _____ day of _____, 20____, by and between _____, hereafter called Owner, and _____, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: _____

Location that work is to be performed at: _____

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of _____. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the _____ day of _____, 20____.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy and defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of _____ per _____ as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts

and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.

16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

18. This agreement shall be interpreted under the laws of the State of Idaho.

19. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: _____

Title: _____

CONTRACTOR:

Contractor's License #: _____

Public Works License # _____

By: _____

Title: _____

SERVICES CONTRACT

Instructions for filling out the Services Contract are as follows:

A services contract will be filled out when the company/individual is going to be doing any type of repair/service to any of the buildings/sites or equipment and monitoring of same.

The services contract falls under the exemption for public works, but if the total for the fiscal year is over \$10,000 the District requires that the vendor provide the finance department with a public works license number.

The District vendor application along with required insurance certificates and licenses (if applicable) must be completed and turned into the district office prior to any work being performed (unless vendor has already been set up and all information is current). A requisition can then be completed. The Services Contract must be turned into the Purchasing Agent prior to the requisition being turned into a purchase order. The requisition will then be turned into a purchase order and given to the vendor so the work can commence. The vendor must submit an invoice to accounts payable at the district office for payment. Payment will be processed with the standard accounts payable process.

Option B

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this _____ day of _____, 20____, by and between _____, hereafter called Owner, and _____, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work:

Location that work is to be performed at: _____

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of _____. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the _____ day of _____, 20____.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy and defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of _____ per _____ as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: _____

Title: _____

CONTRACTOR:

Contractor's License #: _____

Public Works License # _____

By: _____

Title: _____

INDEPENDENT CONTRACTOR/NON-EMPLOYEES

Instructions for filling out the Independent Contractor Agreement are as follows:

An independent contractor may be an individual/company putting on a workshop, training, assembly, teaching students dance techniques, choreography, speakers, physical therapy, occupational therapy, speech therapy, etc.

The District vendor application must be completed and turned into the district office prior to hiring an independent contractor/non-employee (unless the vendor has already been set up with all appropriate current information). After the required information has been received at the district office the vendor will be set up and a requisition can then be completed. The Independent Contractor Agreement must be turned into the Purchasing Agent prior to the requisition being turned into a purchase order. The requisition will then be turned into a purchase order authorizing the service. The independent contractor/non-employee must submit an invoice to accounts payable at the district office for payment. Payment will be processed with the standard accounts payable process.

Option C

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

INDEPENDENT CONTRACTOR AGREEMENT

Name of Independent Contractor: _____
Business Name (if any): _____
Address, City, State, Zip: _____
Contact Phone: _____ Cell: _____ Fax: _____

Please attach vendor application packet (if applicable) from website, Taxpayer identification and certification.
Description of project and/or work being performed: _____

Location: _____ Dates of service: _____

District Contact name: _____ Phone: _____

Are you working more than 5 days per year for the district?	Y*	N
Is licensing required for the type of services you will be providing?	Y*	N
Does the cost for work performed exceed over \$3,000 per year?	Y*	N
Will you have direct access to students without adult supervision?	Y*	N

Please attach current certificates of liability insurance with 1 million limits of liability and workers compensation with the Twin Falls School District, 201 Main Ave. W., Twin Falls, Idaho 83301 listed as an additional named insured. If this is not attached, please explain: _____ and, sign the Hold Harmless Agreement. I understand that I may be responsible for any liability for workers compensation as determined by the Industrial Commission charged against the district and agree to pay these liabilities as billed. _____ Initial

INDEPENDENT CONTRACTOR: I agree that I am an independent contractor of the District and in no way an employee or agent. I am not entitled to worker compensation or any benefit of employment with the District. The District shall have no control over the performance by CONTRACTOR except to specify the time and place of performance, and the results to be achieved. The District has no responsibility for security or protection of CONTRACTOR'S supplies or equipment. I agree to pay and be responsible for all taxes due from the compensation received under this application/agreement.

INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representatives under this application/agreement.

Printed Name and Title _____

Signature _____ Date _____

By signing this agreement, I understand and acknowledge that the District does not extend its liability to me or my company and I am not covered by insurance provided to the District and I have read and understand this waiver.

Principal/Coach/Teacher _____ Date _____

Approved Y N Signature _____ Date _____

Twin Falls School District Office Administrator Title _____

If not approved: Reason _____

Are the following certificates attached:

Liability? Work. Comp.? Vendor Application? Hold Harmless?

The District will not be responsible to pay any invoices for work performed unless this agreement is signed and ALL information has been completed and attached with authorization and District approval prior to work performed.

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SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

HOLD HARMLESS AGREEMENT

The CONTRACTOR understands and acknowledges that the Twin Falls School District normally requires all Contractors to secure certain insurance coverage evidenced by a Certificate of Insurance.

The CONTRACTOR certifies that the CONTRACTOR has not secured insurance coverage of the types and in the amounts required for this Agreement.

Therefore, the CONTRACTOR, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the CONTRACTOR by the Twin Falls School District and in consideration of the Twin Falls School District's agreement not to require the CONTRACTOR to secure the insurance coverage customarily required of contractors, covenants with the Twin Falls School District and its successors, representatives, and assigns, as follows:

1. The CONTRACTOR covenants to save, defend, keep harmless and indemnify the Twin Falls School District, and all of its agents and employees (collectively, the "Twin Falls School District") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from arising out of, or in any way connected with the CONTRACTOR'S performance of the Agreement terms or its obligations under the Agreement.
 - a. The terms of this Hold Harmless Agreement shall continue in full force and effect until such time as the Twin Falls School District determines that the covenants described in paragraph 1, above, shall no longer be necessary.
 - b. In executing this Exhibit, the CONTRACTOR represents and warrants that the CONTRACTOR has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the Twin Falls School District described in paragraph 1, above. In executing this Exhibit, the CONTRACTOR expressly reserves any and all rights that the CONTRACTOR may have against any person, firm, or corporation other than the Twin Falls School District, its successors, representatives, and assigns.
 - c. By signing this waiver I understand that the district insurance does not extend to me or my company and that I will be responsible for any charges assessed to the Twin Falls School District by this contract not covered by contractor for workers compensation or liability and as the contractor signed below, I will pay upon receipt of notification of any charges assessed to the District on behalf of my services.

ACCEPTED BY:

CONTRACTOR NAME:

Twin Falls School District

Name _____

Signature _____

Title _____

Date _____

Name _____

Signature _____

Title _____

EIN or SSN _____

Date _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		Twin Falls School District #411 201 Main Avenue West Twin Falls, ID 83301
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Idaho Statutes

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 23

MISCELLANEOUS PROVISIONS

67-2302. PROMPT PAYMENT FOR GOODS AND SERVICES. (1) It is the policy of this state that all bills owed by the state of Idaho or any taxing district within the state shall be paid promptly. No state agency or taxing district supported in whole or in part by tax revenues shall be exempt from the provisions of this section, except as provided in subsection (20).

(2) All bills shall be accepted, certified for payment, and paid within sixty (60) calendar days of receipt of billing, unless the buyer and the vendor have agreed by a contract in place at the time the order was placed that a longer period of time is acceptable to the vendor. An invoice is a written account or itemized statement of merchandise shipped, sent or delivered to the purchaser with quantity, value or price, and charges set forth, and is a demand for payment of the charges set forth.

(3) Unless specifically provided by the terms of a contract that details payment requirements, including penalties for late payments, interest penalties shall be due automatically when bills become overdue. It shall be up to each vendor to calculate and invoice interest at the time payment is due on the principal.

(4) Partial payment shall be made on partial deliveries, if an invoice is submitted for a partial delivery, and the goods delivered are a usable unit. Each complete item or service must be paid for within forty-five (45) calendar days.

(5) All proper deliveries and completed services shall be received or accepted promptly and proper receiving and acceptance reports shall be forwarded to payment offices within five (5) working days of delivery of goods or completion of service.

(6) Payment shall be due on the date on which the agency officially receives the invoice or actually receives the goods or services, whichever is later.

(7) The rate of interest to be paid by the state or any taxing district shall be the rate provided in section 63-3045, Idaho Code.

(8) Unpaid interest penalties owed to a vendor shall compound each month.

(9) The provisions of this section shall apply to all purchases, leases, rentals, contracts for services, construction, repairs and remodeling.

(10) No discount offered by a vendor shall be taken by the state or a taxing district or by a project manager administering a state or taxing district supported project, unless full payment is made within the discount period. In the event a discount is taken later, interest shall accrue on the unpaid balance from the day the discount offer expired.

(11) Interest shall be paid from funds already appropriated or budgeted to the offending agency or taxing district or project for that fiscal year. If more than one (1) department, institution or agency has caused a late payment, each shall bear a proportionate share of the interest penalty.

(12) In instances where an invoice is filled out incorrectly, or where there is any defect or impropriety in an invoice submitted, the state agency, taxing district, or project, shall contact the vendor in writing within ten (10) days of receiving the invoice. An error on the vendor's invoice, if corrected by the vendor within five (5) working days of being contacted by the agency or taxing district, shall not result in the vendor being paid late.

(13) Checks or warrants shall be mailed or transmitted within a reasonable time after approval.

(14) No new appropriation or budget is authorized under the provisions of this section to cover interest penalties. No state agency, taxing district, or

project shall seek to increase appropriations or budgets for the purpose of obtaining funds to pay interest penalties.

(15) Payment of interest penalties may be postponed when payment on the principal is delayed because of a disagreement between the state or taxing district and the vendor. At the resolution of any dispute, vendors shall be entitled to receive interest on all proper invoices not paid for as provided in subsection (2) of this section.

(16) The provisions of this section shall in no way be construed to prohibit the state or any taxing district from making advanced payments, progress payments, or from prepaying where circumstances make such payments appropriate. All such payments shall be made promptly and are subject to interest penalties when payment is late. Where construction, repair and remodeling payments are subject to retainage, interest penalties shall accrue on retained amounts beginning thirty (30) calendar days after work is completed by the contractor(s) unless otherwise provided by contract.

(17) Each state department, institution and agency head shall be responsible for prompt payments. In all instances where an interest payment has been made by a state agency because of a late payment, the responsible state agency head shall submit to the joint senate finance-house appropriations committee of the legislature at the time of that agency's budget request hearing an explanation of why the bill is paid late and what is being done to solve the late payment problem.

(18) Whenever a vendor brings formal administrative action or judicial action to collect interest due under this section, should the vendor prevail, the state or taxing district is required to pay any reasonable attorney fees awarded.

(19) Where the date of payment to vendors is contingent on the receipt of federal funds or federal approval, the solicitation of bids for contracts and any contracts awarded shall clearly state that payment is contingent on such conditions.

(20) The provisions of this section shall not apply to claims against a county for services rendered to any medically indigent, sick or otherwise indigent person, nor to judgment obligations.

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