



King County

Finance and Business Operations Division
 Procurement and Contract Services Section
 Department of Executive Services

CNK-ES-0340
 3rd Floor
 401 5th Avenue
 Seattle, WA 98104

206-263-9400
 206-296-7676 Fax
 TTY Relay: 771
www.kingcounty.gov

VENDOR:
SPECIALTY WIPERS INC
 7979 S 180TH ST
 KENT, WA 98032-1051

SHIP TO
 KC DEPARTMENT OF EXEC SERVICES
 PROCUREMENT-GOODS & SERVICES
 401 5TH AVE, CNK-ES0340
 SEATTLE, WA 98104
 United States

BILL TO
 KC DEPT OF EXECUTIVE SERVICES
 ACCOUNTS PAYABLE, 3RD FLOOR
 401 5TH AVE, CNK-ES0320
 SEATTLE, WA 98104
 United States

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
529114	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
31-OCT-11	K Maryott	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO. 30764	PAYMENT TERMS Net30days	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA SELLER CHOOSES
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CONFIRM TO / TELEPHONE ALLAN FELDHAMMER	(425) 251-3530	REQUESTOR / DELIVER TO
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LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	<p>TERM SUPPLY AGREEMENT</p> <p>FURNISH CLOTH RAGS AND PAPER WIPERS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH KING COUNTY REQUEST FOR QUOTATION NUMBER 1801-11 AND THE RESPONDING QUOTATION OF SPECIALTY WIPERS DATED OCTOBER 25, 2011, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>TOTAL CONTRACT VALUE NOT TO EXCEED \$24,999.00</p> <p>THIS CONTRACT PURCHASE AGREEMENT IS NOT THE AUTHORITY FOR ORDERING GOODS AND SERVICES. STANDARD PURCHASE ORDERS REFERENCING THE CONTRACT AGREEMENT WILL BE ISSUED BY PROCUREMENT TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND SERVICES. ALL INVOICES MUST REFERENCE THE STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.</p>						

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.	Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.	ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.	TOTAL
			 Authorized signature



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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
529114	0	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
31-OCT-11	K Maryott	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	30764	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
ALLAN FELDHAMMER (425) 251-3530	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Purchase Agreement Effective From: 31-OCT-11 To: 30-OCT-14	Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

[Signature]
 Authorized signature

**PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility

Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.



QUOTATION
(This is Not an Order)

Request for Quotation Date: Friday, October 21, 2011		
1. Request No. 1801-11	2. Buyer: Kiera Maryott	3. Alternate Buyer:
4. Deliver by: 7 days from receipt of an order		5. Standard Freight Terms: F.O.B. Destination
6. For information call: Name: Kiera Maryott Telephone number: (206) 263-9407 Fax number: (206) 296-7676 E-mail address: kiera.maryott@kingcounty.com		7. Please furnish quotations to King County on or before: Friday, October 28, 2011 at 5pm
8. FAX or EMAIL the COMPLETED quotation to: Fax: (206)296-7676 or Email: kiera.maryott@kingcounty.gov		9. Point of Delivery: Various locations within King County

10. This is not an order

- King County is soliciting price and availability of the below listed goods or services.
- The attached General Terms and Conditions will apply if a purchase order is issued.
- This request does not commit King County to pay any costs incurred in the preparation of the quotation or to award a purchase order.

Item No.	Description	Quantity	U.O.M.	Unit Price	Extended Amount
1.	Colored Flannel Rags, 25lb box	36	Box	\$21.00	\$756.00
2.	Colored Terry Cloth Rags (Turkish Rag), 25 lb box	135	Box	\$16.45	\$2,220.75
3.	Paper Wipers, Pop-Up, 16.4"x9.8"	288	Box	\$53.00	\$15,264.00

11. Discount for prompt payment (20 calendar days is the minimum period for evaluation of the price less discount.): N/A

12. Name and address of Vendor (street, city, state, ZIP) <u>Specialty Wipers, Inc.</u> <u>7979 S. 180th Street</u> <u>Kent, WA 98032</u> <hr/>	13. Name and title of submitter Shelley Bauck Sales & Marketing	14. Contact Information Telephone No. 425-251-3530 Fax No. 425-251-3531 E-mail address: specialtywipers@msn.com
	15. Quotation Date (Quote will be valid for 30 days unless noted otherwise) October 25, 2011	

Applicability and Federal Grant Contract: If the Federally Funded statement is on the front side of this document, then this contract is funded in part by a contract between King County and the U.S. Department of Transportation. The vendor shall comply with applicable terms and conditions in the contract between the U.S. Department of Transportation and King County. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County (King County Department of Finance). Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this purchase order, whether held by King County or returned, will be at Vendor's risk and expense. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Assignments: The provisions or monies due under this purchase order shall only be assignable with prior written consent of King County.

Liens, Claims and Encumbrances: Vendor warrants and represents that all goods and materials delivered hereunder shall be free and clear of all liens, claims or encumbrances of any kind.

Applicable Law and Forum: Except as hereinafter specifically provided, this purchase order shall be governed by and construed according to the laws of the State of Washington (Revised Code of Washington, RCW). Any suit arising herefrom shall be brought in King County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

Legal Regulations and Relations: The Vendor shall comply with King County resolutions and regulations applicable under this purchase order. This purchase order shall be binding upon and inure to the benefit of the successors of the parties. To the maximum extent permitted by law, the Vendor shall indemnify and hold King County and its officers, principals, agents and employees harmless from any liability whatsoever for any injuries to persons or property arising out of the performance of this purchase order; provided, however, the indemnification shall not apply in the event of King County's sole negligence. The Vendor specifically assumes potential liability for actions brought by the Vendor's own employees against King County and for that purpose the Vendor specifically waives any immunity under the workers' compensation act, RCW Title 51; and the Vendor acknowledges that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. In case suit or legal proceedings shall be brought against King County or any of its officers, principals, agents or employees on account of loss or damage sustained by any person or property as a result of the performance of this purchase order, the Vendor agrees to assume the defense thereof and to pay all expenses connected therewith. In the event that any lien is placed upon the property of King County or any of its officers, principals, agents or employees as a result of such suits, the Vendor agrees to at once cause the same to be dissolved and discharged by giving bond or otherwise.

Off-Shore Items: In accordance with Chapter 39.25 RCW, upon completion of this order and upon request by King County, Vendor shall furnish a certified statement setting forth the nature and source of off-shore items in excess of \$2,500 which have been utilized in the performance of this purchase order.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Payments, Cash Discount, Late Payment Charges: Payment will not be processed nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. An invoice to be complete must contain the following information: Ship to Address, Mailstop, Requester's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, Description, and Unit Price as stated on the purchase order. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

Washington State Sales Tax: All vendors licensed to do business in Washington State must bill King County for applicable sales tax. All vendors not licensed to do business in Washington State will not bill sales tax, but King County will pay applicable use tax directly to the state. King County is exempt from sales taxes in purchases of diesel fuel, vanpool vehicles and Rule 171 construction contracts.

Shipping and Shipping Instructions: All shipments must contain a packing slip and a copy of the invoice. The packing slip shall have the Vendor and King County part number and a complete description of the item. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Vendor to make delivery to that location at no additional charge.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. All products determined by King County to be defective shall be replaced within 15 days of notice by King County. All costs of replacement, including shipping charges shall be borne by the Vendor. Test, inspections, review of specifications or plans, payment, or acceptance by King County do not constitute a waiver, modification, or exclusion of any express or implied warranties or any rights under this purchase order or law.

Title VI of the Civil Rights Act of 1964: The Vendor agrees to comply with, and assure the compliance by its contractors and sub-contractors under this purchase order, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. part 2000(d); U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

Access Requirements for Individuals with Disabilities: The Vendor agrees to comply with and assure that any third party contractor under this purchase order complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. part 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. part 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. part 1612; and all other applicable state and federal regulations and amendments.

Audit, Inspection and Record Retention: The Vendor agrees to permit King County, the United States Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records pertaining to this purchase order, and to audit the books, records, and accounts involving this purchase order. All records shall be retained by the Vendor for a period of three years after final payment.

Energy Conservation: The Vendor and all sub-contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. part 6321 et seq.

Contract Term: The term of this Contract will be one (1) year after award, subject to termination for cause. King County reserves the right to extend the term if determined to be in the best interest of the County. Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters. King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the resulting contract shall control.

Procurement of Services: Contract Extension: The contract period may be extended in one (1) year increments for two (2) additional one-year periods in accordance with the County's best interest and at the sole option of the County.

Bid Award Criteria: The lowest grand total offered by the responsive, responsible bidder will determine the low bid for the materials/service as described herein.

Provided Form(s): Vendors shall submit quotations on the form(s) provided by King County.

Vendor Terms and Conditions: Vendors shall not submit their own terms and conditions. Doing so may result in the rejection of the quotation as being non-responsive.