



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:

FOURTH CORNER NURSERIES
 5757 SAND RD
 BELLINGHAM, WA 98226

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 |
| 529758 | 0 | 1 |

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

| | |
|---------------|------------|
| CREATION DATE | BUYER |
| 04-NOV-11 | J Jungnitz |

| | |
|------------------|-------|
| DATE OF REVISION | BUYER |
| | |

| | | | | | |
|-----------------|-----------|---------------|---------------|---------|----------------|
| CUSTOMER ACCT # | VENDOR NO | PAYMENT TERMS | FREIGHT TERMS | F.O.B | SHIP VIA |
| | F00908 | Net30days | Prepaid | Collect | SELLER CHOOSES |

| | |
|------------------------|------------------------|
| CONFIRM TO / TELEPHONE | REQUESTOR / DELIVER TO |
| | |

| LINE | PART NUMBER / DESCRIPTION | DELIVERY DATE | QUANTITY | UNIT | UNIT PRICE | EXTENSION | T |
|------|---|---------------|----------|------|------------|-----------|---|
| | <p>TERM PURCHASE AGREEMENT</p> <p>FURNISH BARE ROOT PLANT CUTTINGS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH KING COUNTY REQUEST FOR QUOTATION NUMBER 1731-11-JXJ AND THE RESPONDING QUOTATION OF FOURTH CORNER NURSERIES DATED OCTOBER 18, 2011, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>ESTIMATED ANNUAL CONTRACT VALUE: \$8,000.00</p> <p>THIS CONTRACT AGREEMENT NUMBER 529758 IS ISSUED AS A REPLACEMENT/CONTINUATION AGREEMENT FOR NUMBER B23552B EFFECTIVE JANUARY 1, 2012. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT AGREEMENT NUMBER WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE</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

[Handwritten Signature]
 Authorized signature



King County

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| LINE | PART NUMBER / DESCRIPTION | DELIVERY DATE | QUANTITY | UNIT | UNIT PRICE | EXTENSION | T |
|------|---|----------------|----------|------|------------|-----------|---|
| | <p>AND PAYMENT OF GOODS AND/OR SERVICES. ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.</p> <p>Purchase Agreement Effective From: 01-NOV-11 To: 31-OCT-14</p> | | | | | | |
| | | Amount Agreed: | | | | | |

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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.