



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:

MIDWEST INDUSTRIAL SUPPLY INC
PO BOX 8431
CANTON, OH 44711

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 |
| 532569 | 0 | 1 |

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

| | |
|---------------|-----------|
| CREATION DATE | BUYER |
| 30-NOV-11 | K Maryott |

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

| | | | | | |
|-----------------|------------|---------------|---------------|-------------|----------------|
| CUSTOMER ACCT # | VENDOR NO. | PAYMENT TERMS | FREIGHT TERMS | F.O.B. | SHIP VIA |
| | 33359 | Net30days | Paid | Destination | SELLER CHOOSES |

| | |
|------------------------|------------------------|
| CONFIRM TO / TELEPHONE | REQUESTOR / DELIVER TO |
| SHANNON NOBLE | (330) 456-3121 |

| LINE | PART NUMBER / DESCRIPTION | DELIVERY DATE | QUANTITY | UNIT | UNIT PRICE | EXTENSION | 1 |
|------|---|---------------|----------|------|------------|-----------|---|
| | <p>TERM SUPPLY AGREEMENT</p> <p>FURNISH TRACK LUBRICANTS, DEICER AND TOOLS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH KING COUNTY REQUEST FOR QUOTATION NUMBER 1890-11 AND THE RESPONDING QUOTATION OF MIDWEST INDUSTRIAL SUPPLY DATED NOVEMBER 17, 2011, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>ESTIMATED TOTAL CONTRACT VALUE \$24,999.00</p> <p>THIS CONTRACT PURCHASE ORDER 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. | <p>ACCEPTANCE:</p> <p>This purchase order expressly limits acceptance to the terms and conditions stated herein.</p> | <p>TOTAL</p> <p><i>[Signature]</i></p> <p>Authorized signature</p> |
|---|--|---|---|



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Purchase Order

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| CREATION DATE | BUYER |
| 30-NOV-11 | K Maryott |

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

| CUSTOMER ACCT # | VENDOR NO. | PAYMENT TERMS | FREIGHT TERMS | FOB | SHIP VIA | | |
|---|---|----------------|--|-------------|----------------|-----------|---|
| | 33359 | Net30days | Paid | Destination | SELLER CHOOSES | | |
| CONFIRM TO / TELEPHONE SHANNON NOBLE | | | REQUESTOR / DELIVER TO (330) 456-3121 | | | | |
| JME | PART NUMBER / DESCRIPTION | DELIVERY DATE | QUANTITY | UNIT | UNIT PRICE | EXTENSION | T |
| | Purchase Agreement Effective From: 30-NOV-11 To: 29-NOV-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

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 other wise 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: Wednesday, November 16, 2011 | | |
| 1. Request No. 1890-11 | 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.gov | | 7. Please furnish quotations to King County on or before: Tuesday, November 29, 2011 at 5pm |
| 8. FAX or EMAIL the COMPLETED quotation to: Kiera Maryott, Fax # 206-296-7676 or 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 |
|----------|----------------------------|----------|--------|------------|-----------------|
| | See Attachment A - Pricing | | | | |

| | | |
|--|--|--|
| 11. Discount for prompt payment (20 calendar days is the minimum period for evaluation of the price less discount.): | | |
| 12. Name and address of Vendor (street, city, state, ZIP) <u>Midwest Industrial Supply, Inc.</u> <u>1101 - 3rd Street SE</u> <u>Canton, Ohio 44707</u> | 13. Name and title of submitter <u>Shannon Noble</u> <u>Director, Specialty Products</u> | 14. Contact Information Telephone No. <u>330-456-3121</u> Fax No. <u>330-456-3247</u> E-mail address: <u>custserv@midwestind.com</u> |
| | 15. Quotation Date (Quote will be valid for 30 days unless noted otherwise) _____ | |

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.

Attachment A - Pricing

| Item # | Quantity | UOM | Description | Unit Price | Extended Price |
|--------|----------|------|--|--------------|-------------------|
| 1 | 12 | Each | Track and Switch Brooms with Chisel Point | \$22.90 | \$274.80 |
| 2 | 2 | Each | Hand Sprayer with Spray Wand and 3-1/2 Gallon Chemical Capacity | \$175.00 | \$350.00 |
| 3 | 10 | Each | Ice Free Switch, 5 Gallon Pail | \$127.25 | \$1,272.50 |
| 4 | 2 | Each | Ice Free Switch, 55 Gallon Drum | \$1,161.25 | \$2,322.50 |
| 5 | 2 | Each | Glidex, Track Switch Lubricant, 55 Gallon Drum | \$982.50 | \$1,965.00 |
| | | | | Total | \$6,184.80 |