



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:

PACIFIC POWER PRODUCTS
7215 S. 228TH
KENT, WA 98032

SHIP TO

KC DEPARTMENT OF NATURAL RESOU
KING STREET CTR, 5TH FLOOR
201 SOUTH JACKSON, KSC-NR0507
SEATTLE, WA 98104-3856
United States

BILL TO

KC DEPARTMENT OF EXEC SERVICES
ACCOUNTS PAYABLE, 3RD FL
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
222872	5	1

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

CREATION DATE	BUYER
15-OCT-02	O, Bonadie
DATE OF REVISION	BUYER
01-JUL-09	P Russell

TOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	P01400	Net30days	Paid	Destination	N/A

FIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 854-0505	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	CHANGE ORDER NO. 3 (07/01/09) TERM PURCHASE AGREEMENT THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT FOR FURNISHING LOW EMISSION DIESEL ENGINE STANDBY/EMERGENCY GENERATOR SETS AS REQUESTED BY AUTHORIZED KING COUNTY'S WASTEWATER TREATMENT DIVISION-DEPT. OF NATURAL RESOURCES AND PARKS, DURING THE PERIOD FROM FEBRUARY 22, 2009 THROUGH FEBRUARY 23, 2011, IN ACCORDANCE WITH RFP 02-010-OB AND PACIFIC DETROIT DIESEL ALLISON'S RESPONSE AND SIGNED CONTRACT AGREEMENT, INCORPORATED BY REFERENECE AS IF FULLY SET FORTH HEREIN AND IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES. INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE						

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

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

DR Leach
Authorized signature



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FIRM TO / TELEPHONE			(253) 854-0505	REQUESTOR / DELIVER TO		

E	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	<p>THE AUTHORITY FOR ORDERING.</p> <p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE CONTRACT AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT.</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.</p> <p>PRICE WARRANTY: THE CONTRACTOR WARRANTS THAT THE PRICES CHARGED KING COUNTY DO NOT EXCEED THE PRICES CHARGED BY THE CONTRACTOR TO ANY OTHER CUSTOMER PURCHASING THE SAME PRODUCT OR SERVICES IN LIKE OR SIMILAR QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS.</p> <p>NON-APPROPRIATIONS: THIS CONTRACT MAY BE CANCELLED AT THE END OF THE THEN CURRENT FISCAL PERIOD FOR NON-APPROPRIATION OF FUNDS BY THE KING COUNTY</p>						

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	GOVERNING BODY. SUCH CANCELLATION SHALL BE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR. KING COUNTY'S FISCAL PERIOD ENDS DECEMBER 31 OF EACH YEAR.						
	Purchase Agreement Effective From: 23-FEB-03 To: 22-FEB-11						
		Amount Agreed:					

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TOTAL

DR Lynch
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

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.