Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226
procurement@ridewta.com 360-676-6843

PURCHASE ORDER

By performing work or providing goods, VENDOR acknowledges and agrees to the Terms & Conditions accompanying this PO. If T&C are missing, contact Procurement

PO Number	**2024429**
Order Date	**11/6/2024**
Vendor Number	**COBSOF**

VENDOR:

COBBLESTONE SOFTWARE
428 S WHITE HORSE PIKE

LINDENWOLD, NJ 08021

VENDOR CONTACT:

BILL TO / SHIP TO:

Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226

INVOICES TO: AP@RIDEWTA.COM

WTA REQUESTOR	DEPARTMENT	SHIP VIA	FOB	TERMS
Miranda Laratta	Finance	Best Way / Prepaid & Add	DESTINATION	Net 30 Days

VENDOR QUOTE: **18955**
WTA CONTRACT #: **2020-034 PB**
PIGGYBACK CONTRACT: **GSA-35F-0186W**

Item (key in)	GL Account Number	Department Number	Project Code	Quantity	Unit Price	Unit Of Measure	Tax Amount	Line Item Total	Total With Tax
2025 Cobblestone Subscription	13315	00	00	1.00	37,390.73	each	3,365.17	37,390.73	40,755.90
-	-	-	-	-	37,390.73	-	3,365.17	37,390.73	40,755.90



Miranda Laratta, Purchasing & Contracts Manager

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PURCHASE ORDER

Purchase Order (PO) Terms and Conditions

This Purchase Order Terms and Conditions (PO) sets out the terms and conditions applicable to any competitively sourced contract, Assurance and/or Quotation provided by the vendor as a result of specifications or plans provided by Whatcom Transportation Authority (WTA). The PO incorporates herein by reference, published applicable rules and regulations of WTA, The Federal Transit Administration (FTA) and the laws of the State of Washington. Current Terms and Conditions are available at www.ridewta.com.

DEFINITIONS: The term PURCHASER refers to and means WTA by and through its Procurement Department or authorized designee.

The term VENDOR is the recipient of this PO, and who holds itself/himself or herself out as the supplier of the goods or services sought by WTA.

The term WRITING includes any and all written forms of communication, including, but not limited to, e-mails.

1. **COMPLIANCE WITH APPLICABLE LAWS:** In providing serves or good to WTA, Vendor shall comply with all applicable federal, state, and local laws and regulations.
2. **CHANGES: Changes in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this purchase order (PO) will be effective only in writing.**
3. **MSDS:** Material Safety Data Sheets are to be included with shipments of any applicable material requiring this documentation, per OSHA and WISHA regulations.
4. **HANDLING**: Charges for handling will be allowed only if previously agreed to in the parties' underlying agreement.
5. **SHIPPING INSTRUCTIONS**: Goods are to be shipped prepaid-add/bill, FOB DESTINATION unless otherwise specified or agreed to by the parties in writing. Vendor agrees to prepay all shipping charges and invoice WTA accordingly. Shipments are to be routed by the most economical common carrier, unless otherwise instructed by WTA. WTA reserves the right to refuse COD shipments.
6. **DELIVERY**: Deliveries shall be made Monday thru Friday (except WTA recognized holidays), from 8 AM to noon and 1 PM to 5 PM, unless otherwise scheduled with WTA staff. All deliveries must be signed for by WTA. WTA may refuse payment of invoices received without a signature to verify proof of delivery.
7. **REJECTION**: Goods or materials received are subject to inspection and approval by WTA within five (5) business days. Any rejection of goods or material resulting because of nonconformity to the order's terms and specifications, or latent defects discovered after delivery, will be at Vendor's risk and expense, including any shipping costs.
8. **IDENTIFICATION**: The PO number shall be listed on all invoices, packing lists, packages, shipping notices, and other documents related to this order. Packing lists and/or invoice copies must accompany delivered goods and show quantities shipped, quantities backordered, and unit pricing.
9. **TAXES**: WTA agrees to pay all State of Washington sales or use tax unless otherwise agreed upon or subject to an exemption. Vendor shall separately list such taxes on all invoices. WTA will not pay Federal Excise Tax.
10. **PAYMENT:** Standard terms of payment are net thirty (30) days from WTA's receipt of invoice. Invoices will be processed for payment only after goods or services are received. WTA reserves the right to refuse payment on invoices for work performed or goods received that completed sixty (60) days prior to the invoice receipt.
11. **WARRANTIES**: Vendor represents and warrants that the goods are new, current, and fully warranted by the manufacturer unless specifically identified otherwise; that all goods comply with applicable specifications; and are free from defects in labor, material and manufacture. Vendor represents and warrants that all UCC implied and expressed warranties are incorporated in this PO and applicable to the goods. Vendor shall transfer all warranties to WTA that are provided by third parties in association with any goods.
12. **LIENS, CLAIMS, AND ENCUMBRANCES**: Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **HOLD HARMLESS**: Vendor shall indemnify, defend and hold harmless WTA and its officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the activities of Vendor, its officers, subcontractors, agents or employees under this PO/contract, or the goods or services provided by Vendor.
14. **TERMINATION**:
    a. The parties may terminate this PO by mutual agreement.
    b. WTA may terminate this PO at any time and for any reason, including for cause or based upon WTA's discretion, by providing written notice to Vendor. Upon receipt of the written notice, Vendor shall stop performance and invoice WTA within thirty (30) days for any good or service provided and accepted prior to the termination.
    c. If Vendor breaches any PO provision or is declared insolvent, WTA may terminate this PO for cause with three (3) days written notice to Vendor, without any opportunity to cure. Vendor shall be liable for all incidental and consequential damages resulting from its/his/her breach, including all damages as provided in the Uniform Commercial Code.
15. **GIFTS AND GRATUITIES**: WTA employees and Board members may not receive, accept, take or seek gifts from Vendors. No person may directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic or personal value in conjunction with WTA purchasing business practices.
16. **AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION**: All records, books, accounts, and reports relating to the PO and associated goods and services provided by Vendor are subject to Public Disclosure under RCW Chapter 42.56.