



**MASTER CONTRACT**

**No. 12321**

**NATIVE PLANTS**

*For Use by Eligible Purchasers*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

**KAHLON FARMS NURSERY LLC**

Dated September 15, 2022

## MASTER CONTRACT

**No. 12321**

## NATIVE PLANTS

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Kahlon Farm Nursery LLC, a Washington Corporation ("Contractor") and is dated and effective as of September 15, 2022.

### RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Master Contract for Native Plants that is designed to enable eligible purchasers to procure specified Native Plants from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Master Contract. The Master Contract is limited to the growth, sale, and delivery of Native Plants and does not include installation.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 12321 dated June 8, 2022. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Master Contracts by species and size of Native Plants. In addition, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Veteran-Owned Businesses.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- E. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Master Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Contract is twenty-four (24) months, commencing September 15, 2022 and ending September 14, 2024; *Provided*, however, that if Contractor is not in default and if, by

January, 1, 2024, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Master Contract, by written amendment, for up to forty-eight (48) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Master Contract. To earn the performance-based Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Continued Compliance with <a href="#">RCW 15.13 – Horticultural Plants, Christmas Trees, and Facilities – Inspection and Licensing:</a>	Including, but not limited to, maintaining Nursery Dealership Licensure, and not being cited for any violations under this RCW.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Master Contract. <i>See Exhibit C – Insurance Requirements</i> at § 4.
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.
Master Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Master Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.

**2. ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
  - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
  - Evergreen State College;
  - Community colleges; and
  - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
  - Federal governmental agencies or entities;
  - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
  - Federally-recognized Indian Tribes located in the State of Washington.

### 3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.
- (a) Goods. For purposes of this Master Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components, and other items purchased by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.
  - (b) Services. For purposes of this Master Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.
  - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Master Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Master Contract.
- 3.3. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B – Prices* shall be adjusted, based upon the percent changes (whether up or down) in the indices

described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data.

For Maximum Delivery Charge		
Index Description	Index Serial Number	Weighting
Truck Transportation of Freight	BLS PPI – WPU3012 <a href="https://beta.bls.gov/dataViewer/view/timeseries/WPU3012">https://beta.bls.gov/dataViewer/view/timeseries/WPU3012</a>	100%

For All Other Items		
Index Description	Index Serial Number	Weighting
Average Statewide Wages for Farmworkers and Laborers, Crop Nursery, and Greenhouse	ESD OEWS – 452092 <a href="https://esd.wa.gov/labormarketinfo/occupations">https://esd.wa.gov/labormarketinfo/occupations</a>	50%
Consumer Price Index	All Urban Consumers – Pacific Region <a href="https://www.bls.gov/news.release/cpi.t04.htm">https://www.bls.gov/news.release/cpi.t04.htm</a>	50%

If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Master Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices* (subject to economic adjustment as set forth herein).
- 3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Master Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
  - 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
  - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

- 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Master Contract. Contractor shall specifically comply with all requirements of [RCW 15.13 – Horticultural Plants, Christmas Trees, and Facilities – Inspection and Licensing](#), and shall notify DES within 15 days upon becoming non-compliant.
- 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (IF SO CERTIFIED). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does **NOT** require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. WASHINGTON SMALL BUSINESS (IF SO CERTIFIED). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set forth in Contractor's Bidder's Certification.
- 4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

- 4.10. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.11. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.12. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.13. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.14. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.15. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Master Contract.
- 4.16. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Master Contract.
- 4.17. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Master Contract for the sixty (60) day period immediately before such transition.
- 4.18. **COVID-19 Vaccination Verification (If So CERTIFIED).** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, Contractor has a current

COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021), as further amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021). Contractor further represents and warrants that Contractor:

- (a) Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021), as further amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021);
- (b) Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- (c) Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- (d) Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- (e) Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- (f) Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- (g) Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



## **5. QUALITY; WARRANTY; REMEDIES.**

- 5.1. **GOODS WARRANTY.** Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Master Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. **FAILURE TO REMEDY.** If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.

**6. SAFETY; SECURITY.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 6.1. **REGULATORY REQUIREMENTS/SAFETY.** Goods/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods/Services.
- 6.2. **MATERIAL SAFETY DATA SHEETS.** As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
- 6.3. **CLEAN-UP.** If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 6.4. **HAZARDOUS MATERIALS.** If Contractor uses chemicals or any potentially hazardous materials in the performance of Services, Contractor assumes responsibility for any loss, release, or environmental incident arising out of Contractor's unloading, discharge, storage, handling, or disposal of any chemical or container holding potentially hazardous materials, including the use of potentially hazardous material alone or in combination with other substances, and for Contractor's noncompliance with any related laws or regulations.
- 6.5. **FACILITY INSPECTIONS.** Contractor shall provide right of access to its facilities to Enterprise Services and/or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Master Contract
- 6.6. **ACCIDENT AND INJURY REPORTING.** If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
- 6.7. **ON SITE REQUIREMENTS.** While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.

**7. USING THE MASTER CONTRACT – PURCHASES.**

- 7.1. **ORDERING REQUIREMENTS.** Eligible Purchasers shall order Goods and/or Services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Master Contract number. The terms of this Master

Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Master Contract.

- (a) Contractor shall identify the minimum order dollar amount and plant quantity.
- (b) Orders may be cancelled prior to delivery without any charges to the Purchaser, provided the plants were not a special order or harvested especially for the order.

7.2. PLANT QUALITY.

- (a) Plants must be grown in Washington State, within adjacent states, or British Columbia.
- (b) Contractor shall provide plants grown in nurseries suited to ecosystems of Washington State and not dug from the wild, with the exception of wild plants salvaged from construction sites and grown in a nursery setting for at least one growing season. Native plants shall be propagated from regional or local stock.
- (c) Contractor shall provide native plant documentation to verify the source/origin of native plants, if requested by the Purchaser.
- (d) Contractor shall work with Purchaser for recommendations for plant survivability and planting instructions.
- (e) At the time of delivery, all plant material furnished shall meet the grades established by the latest edition of the American Standard for Nursery Stock, (ASNS) ANSI Z60.1 and shall conform to the size and acceptable conditions as listed in the Contract, and shall be free of all foreign plant material.
- (f) All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. Plants must meet Washington State Department of Agriculture plant quarantines and have a certificate of inspection (<http://agr.wa.gov/PlantsInsects/NurseryInspection/nurseryinspection.aspx>).
- (g) Plants originating in Canada must be accompanied by a phytosanitary certificate stating the plants meet USDA health requirements.
- (h) All plant material shall be purchased from a nursery licensed to sell plants in their state or province.
- (i) Cuttings Requirements. Cuttings are live plant material without a previously developed root system.
- (j) Source plants for cuttings shall be dormant when cuttings are taken, and all cuts shall be made with a sharp instrument.
- (k) Cuttings may be collected. If cuttings are collected, the requirement to be nursery grown or held in nursery conditions does not apply. Written permission shall be obtained from property owners and provided to the

state and/or Purchaser before cuttings are collected. The Contractor shall collect cuttings in accordance with applicable sensitive area ordinances.

- (l) Live branch cuttings shall have flexible top growth with terminal buds and may have side branches. The rooting end shall be cut at an approximate 45-degree angle.
  - (m) Live stake cuttings shall have a straight top cut immediately above a bud. The lower, rooting end shall be cut at an approximate 45-degree angle. Live stakes are cut from one- to two-year-old wood. Live stake cuttings shall be cut and installed with the bark intact with no branches or stems attached and be ½ to 1½ inch in diameter.
  - (n) Live pole cuttings shall have a diameter between 2 inches and 3.5 inches. Live poles shall have no more than three branches which must be located at the top end of the pole and those branches shall be pruned back to the first bud from the main stem.
- (b) Seed Requirements
- (a) For all seed the Contractor shall furnish the State and/Purchaser with the following documentation:
    - The state or provincial seed dealer license and endorsements.
    - Copies of State Department of Agriculture test results on each lot of seed. Test results must be within six months prior to the date of application.
  - (b) Seed of the type specified shall be certified in accordance with WAC 16-302. Seed mixes shall be commercially prepared and supplied in sealed containers. The labels shall show:
    - Common and botanical names of seed,
    - Lot number,
    - Net weight,
    - Pounds of Pure live seed (PLS) in the mix, and
    - Origin of seed.
    - Contractor must have a business license issued by supplier's state or provincial Department of Licensing with a "seed dealer" endorsement.
    - When native seed is specified, seed shall be certified for source, purity, and viability. Source Identified seed shall be generation four or less. Non-Source Identified seed shall meet or exceed Washington State Department of Agriculture Certified Seed Standards and be from within the appropriate genetic zones of the Ecoregion(s) as defined by the US Environmental Protection Agency (EPA).
  - (c) The seed certification class shall be Certified (blue tag) in accordance with WAC 16-302 and meet the following requirements:
    - Prohibited Weed: 0% maximum,
    - Noxious Weed: 0% maximum,
    - Other Weed: 0.20% maximum, and

- Other Crop: 0.40% maximum.
- (d) The Contractor shall document all Source Identified seed by providing the Association of Official Seed Certifying Agents (AOSCA) yellow seed label for each species in the mix. Site Identification Logs can be supplied for collections where the AOSCA yellow label is not available.
  - (c) Rhizomes shall be a prostrate or subterranean stem, usually rooting at the nodes and becoming erect at the apex. Rhizomes shall have a minimum of two growth points. Tuber shall be a thickened and short subterranean branch having numerous buds or eyes
  - (d) Live woody or herbaceous plant material, except cuttings, rhizomes, and tubers, shall be vigorous, well formed, with well-developed fibrous root systems, free from dead branches, and from damage caused by an absence or an excess of heat or moisture, insects, disease, mechanical or other causes detrimental to good plant development. Evergreen plants shall be well foliated and of good color. Deciduous trees that have solitary leaders shall have only the lateral branches thinned by pruning. All conifer trees shall have only one leader (growing apex) and one terminal bud, and shall not be sheared or shaped. Trees having a damaged or missing leader, multiple leaders, or Y-crotches shall be rejected.
  - (e) Root balls of plant materials shall be solidly held together by a fibrous root system and shall be composed only of the soil in which the plant has been actually growing. Balled and burlapped rootballs shall be securely wrapped with jute burlap or other organic packing material not injurious to the plant life. Root balls shall be free of weed, grass, or other foreign plant growth.
  - (f) Container grown plants shall be plants transplanted into a container and grown in that container sufficiently long for new fibrous roots to have developed so that the root mass will retain the shape of the container and hold together when removed from the container. There shall be no roots that circle the pot or stem. Plant material that is root bound, as determined by the State and/or Purchaser, shall be rejected. Container plants shall be free of weed or foreign plant growth and shall have uniformly damp soil. Soil shall not be saturated, unless the plants are emergent.
  - (g) Container sizes for plant material of a larger grade than provided for in the container grown Specifications of the ASNS shall be determined by the volume of the root ball specified in the ASNS for the same size plant material.
  - (h) All bare root plant materials shall have a heavy fibrous root system and be dormant at the time of delivery and planting.
  - (i) Average height to spread proportions and branching shall be in accordance with the applicable sections, illustrations, and accompanying notes of the ASNS.
  - (j) Plants specified or identified as "Street Tree Grade" shall be trees with straight trunks, full and symmetrical branching, central leader, and be developed, grown, and propagated with a full branching crown. A "Street Tree Grade" designation requires the highest grade of nursery shade or ornamental tree production be supplied.

- (k) The root crown (top of root structure) of Street Trees shall be at the top of the finish soil level. If trees are grown in a nursery fabric bag, the bag material shall be made of natural plant fibers and shall degrade within 24 months.

7.3. Substitution of Plants. No substitution of plant material, species, or variety will be permitted unless evidence is submitted in writing to the State and/or Purchaser that a specified plant cannot be obtained and has been unobtainable since the Award of the Contract. If substitution is permitted, it can be made only with written approval by the State and/or Purchaser. The nearest variety, size, and grade, as approved by the State and/or Purchaser, shall then be furnished.

- (a) Container or balled and burlapped plant material may be substituted for bare root plant material. Container grown plant material may be substituted for balled and burlapped plant materials. When substitution is allowed, use current ASNS standards to determine the correct rootball volume (container or balled and burlapped) of the substituted material that corresponds to that of the specified material. These substitutions must be approved by the State and/or Purchaser and be at no cost to the Contracting Agency.

7.4. Handling Requirements.

- (a) Plants stored under temporary conditions prior to installation shall be the responsibility of the Contractor.
- (b) Plants stored on the project shall be protected at all times from extreme weather conditions by insulating the roots, root balls, or containers with sawdust, soil, compost, bark or wood chips, or other approved material and shall be kept moist, but not saturated at all times prior to planting.
- (c) Cuttings shall continually be shaded and protected from wind. Cuttings shall be protected from drying at all times and shall be heeled into moist soil or other insulating material or placed in water if not installed within 8 hours of cutting. Cuttings to be stored for later installation shall be bundled, laid horizontally, and completely submerged under 6 inches of water, buried in moist soil, or placed in cold storage at a temperature of 34°F with 90 percent humidity. Cuttings that are not planted within 24 hours of cutting shall be soaked in water for 24 hours prior to planting. Cuttings taken when the temperature is higher than 50°F shall not be stored for later use. Cuttings that already have developed roots shall not be used.
- (d) Stakes shall be installed as shown in any provided Plans.
- (e) Commercial plant ties may be used in lieu of hose and wire guying upon approval of the State and/or Purchaser. The minimum size of wire used for guying shall be 12-gauge, soft drawn.
- (f) Hose for guying shall be nylon, rubber, or reinforced plastic and shall have an inside diameter of at least 1 inch.
- (g) Tree wrap shall be a crinkled waterproof paper weighing not less than 4 pounds per 100 square feet and shall be made up of two sheets cemented together with asphalt.

- (h) Contractor shall use compostable, biodegradable, recycled, or bio-based containers made out of natural fibers when possible. Such container cost shall be included in the item price.
  - (i) Contractor shall offer the service to wrap plants (e.g. plugs) for shipping when requested; plants may require a protective plastic bubble wrapping or other type of materials for shipping purposes. The Contractor may charge an additional charge for labor and material, providing the Purchaser is notified of any charges when an order is placed
- 7.5. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods/Services are delivered or provided as required by this Master Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
  - (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
  - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included, except as noted in Exhibit B – Prices for Goods and Services. Contractor shall notify Purchaser within forty-eight (48) hours prior to the estimated delivery so that Purchaser may coordinate necessary resources to receive Goods. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
  - (c) Plants delivered as a single unit of 25 or less of the same size, species, and variety, shall be clearly marked and tagged. Plants delivered in large quantities of more than 25 must be segregated as to variety, grade, and size; and one plant in each 25, or fraction thereof, of each variety, grade, and size shall be tagged.
  - (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 7.6. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance,

and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

- (a) Plants which have been determined by the State and/or Purchaser to have suffered damage for the following reasons will be rejected:
  - Street trees with improperly pruned, broken, or damaged branches, trunk, or root structure
  - Girdling of the roots, stem, or a major branch,
  - Deformities of the stem or major branches,
  - Lack of symmetry,
  - Dead or defoliated tops or branches, and
  - Defects, injury, and condition which renders the plant unsuitable for its intended use.
  - Plants that are grafted shall have roots of the same genus as the specified plant.

## **8. INVOICING & PAYMENT.**

- 8.1. **CONTRACTOR INVOICE.** Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Master Contract. Such invoices shall itemize the following:

- (a) Master Contract No. 12321;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Applicable Goods and/or Services;
- (f) Invoice amount; and
- (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 8.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 8.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay



Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

- 8.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Master Contract.
- 8.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 8.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

## **9. CONTRACT MANAGEMENT.**

- 9.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

### **Enterprise Services**

Attn: Marilyn First  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 407-9341  
Email: Marilyn.First@des.wa.gov

### **Contractor**

Attn: Guraziz Kahlon  
Kahlon Farm Nursery LLC  
1190 Van Wyck Rd  
Bellingham, WA 98226  
Tel: (360) 9666207  
Email: gkahlon20@gmail.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 9.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 9.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent

to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Email: Greg.Tolbert@des.wa.gov

**Contractor**

Attn: Guraziz  
Kahlon Kahlon Farm Nursery LLC  
1190 Van Wyck Rd  
Bellingham, WA 98226  
Email: gkahlon20@gmail.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

**10. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

10.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all Master Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

10.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .015.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

(d) Contractor's failure to report accurate total net Master Contract sales, to submit a timely Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Master Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

10.3. **ANNUAL MASTER CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Master Contract.

## **11. RECORDS RETENTION & AUDITS.**

11.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of

purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers, and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers, and records directly pertinent to this Master Contract or Purchase Orders placed by a Purchaser under this Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services  $\$500 \times 1.25 = \$625$ ); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

## **12. INSURANCE.**

- 12.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to, and included in the prices for Goods/Services and no additional payment shall be made to Contractor.
- 12.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Master Contract, Contractor

expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

### **13. CLAIMS.**

- 13.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 13.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 13.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Master Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

14. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the

parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

## **15. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

- 15.1. **TERMINATION.** This Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Master Contract; and (c) as otherwise expressly provided for in this Master Contract. This Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Master Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 15.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Master Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.
- 15.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 15.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Master Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Master Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Master Contract that is executed prior to expiration of this Master Contract allow for Contractor to provide Goods

and/or Services more than twelve (12) months beyond the expiration date of the Master Contract.

- 15.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Master Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods or Services sold hereunder and all provisions of the Master Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Master Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Master Contract.
- 15.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Master Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract;
  - (b) Contractor fails to timely report contract sales;
  - (c) Contractor fails to timely pay the vendor management fees when due; or
  - (d) Contractor breaches any representation or warranty provided herein.
- 15.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 15.8. REMEDIES FOR DEFAULT.
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
  - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 15.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Master Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Master Contract. Any limitation of either party's obligations under this Master Contract, by delivery slips or other documentation is void.

- 15.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
- 15.11. **PURCHASER PURCHASE ORDERS.** Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

#### **16. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.**

- 16.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 16.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 16.3. **ENTERPRISE SERVICES' OBLIGATION.** In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or



exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

## **17. GENERAL PROVISIONS.**

- 17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 17.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Master Contract.
- 17.3. ENTIRE AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Master Contract. Contractor and its employees or agents performing under this Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 17.8. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Master Contract in full to any parent,

subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

- 17.9. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 17.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Master Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.
- 17.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 17.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 17.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 17.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court

for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

- 17.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Master Contract, each party shall bear its own attorneys' fees and costs.
- 17.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 17.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 17.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 17.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 17.22. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 17.23. **COUNTERPARTS.** This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

**STATE OF WASHINGTON**  
**Department of Enterprise Services**

By:



Alexander Kenesson

Its:

Procurement Supervisor

**KAHLON FARMS NURSERY LLC,**  
**a Washington Corporation**

By:



Guraziz Kahlon

Its:

Contract Administrator

## INCLUDED GOODS/SERVICES

Minimum Order: \$500

Maximum Shipping Charge: \$1.00 per mile, \$50 minimum charge

Evaluated Trees, Shrubs, & Vines		
Species	Common name	Size
<i>Abies concolor</i>	White fir	1 Gallon Pot
<i>Abies concolor</i>	White fir	2 Gallon Pot
<i>Abies grandis</i>	Grand fir	1 Gallon Pot
<i>Abies grandis</i>	Grand fir	2 Gallon Pot
<i>Abies procera</i>	Noble fir	1 Gallon Pot
<i>Abies procera</i>	Noble fir	2 Gallon Pot
<i>Acer circinatum</i>	Vine maple	1 Gallon Pot
<i>Acer circinatum</i>	Vine maple	2 Gallon Pot
<i>Acer glabrum</i>	Rocky mountain maple	1 Gallon Pot
<i>Acer glabrum</i>	Rocky mountain maple	2 Gallon Pot
<i>Acer macrophyllum</i>	Big leaf maple	1 Gallon Pot
<i>Acer macrophyllum</i>	Big leaf maple	2 Gallon Pot
<i>Alnus rubra</i>	Red alder	1 Gallon Pot
<i>Alnus sinuata</i>	Sitka alder	1 Gallon Pot
<i>Alnus sinuata</i>	Sitka alder	2 Gallon Pot
<i>Amelanchier alnifolia</i>	Saskatoon serviceberry	1 Gallon Pot
<i>Amelanchier alnifolia</i>	Saskatoon serviceberry	2 Gallon Pot
<i>Arbutus menziesii</i>	Pacific madrone	1 Gallon Pot
<i>Arbutus menziesii</i>	Pacific madrone	2 Gallon Pot
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick	1 Gallon Pot
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick	2 Gallon Pot
<i>Betula papyrifera</i>	Paper birch	1 Gallon Pot
<i>Betula papyrifera</i>	Paper birch	2 Gallon Pot
<i>Cornus sericea</i>	Redosier dogwood	1 Gallon Pot
<i>Cornus sericea</i>	Redosier dogwood	2 Gallon Pot
<i>Crataegus douglasii</i>	Black hawthorn	1 Gallon Pot
<i>Crataegus douglasii</i>	Black hawthorn	2 Gallon Pot
<i>Garrya elliptica</i>	Silk tassel	1 Gallon Pot
<i>Garrya elliptica</i>	Silk tassel	2 Gallon Pot
<i>Gaultheria shallon</i>	Salal	1 Gallon Pot

<i>Gaultheria shallon</i>	Salal	2 Gallon Pot
<i>Holodiscus discolor</i>	Ocean-spray	1 Gallon Pot
<i>Holodiscus discolor</i>	Ocean-spray	2 Gallon Pot
<i>Lonicera ciliosa</i>	Orange honeysuckle	1 Gallon Pot
<i>Lonicera ciliosa</i>	Orange honeysuckle	2 Gallon Pot
<i>Lonicera involucrata</i>	Twinberry	1 Gallon Pot
<i>Lonicera involucrata</i>	Twinberry	2 Gallon Pot
<i>Mahonia (Berberis) nervosa</i>	Low Oregon grape	1 Gallon Pot
<i>Mahonia (Berberis) nervosa</i>	Low Oregon grape	2 Gallon Pot
<i>Mahonia (Berberis) repens</i>	Creeping Oregon grape	1 Gallon Pot
<i>Mahonia (Berberis) repens</i>	Creeping Oregon grape	2 Gallon Pot
<i>Mahonia (Berberis) aquifolium</i>	Tall Oregon grape	1 Gallon Pot
<i>Mahonia (Berberis) aquifolium</i>	Tall Oregon grape	2 Gallon Pot
<i>Myrica californica</i>	Pacific bayberry	1 Gallon Pot
<i>Myrica californica</i>	Pacific bayberry	2 Gallon Pot
<i>Myrica gale</i>	Sweetgale	1 Gallon Pot
<i>Myrica gale</i>	Sweetgale	2 Gallon Pot
<i>Oemleria cerasiformis</i>	Indian plum	1 Gallon Pot
<i>Philadelphus lewisii</i>	Lewis' mock orange	1 Gallon Pot
<i>Philadelphus lewisii</i>	Lewis' mock orange	2 Gallon Pot
<i>Physocarpus capitatus</i>	Pacific ninebark	1 Gallon Pot
<i>Physocarpus capitatus</i>	Pacific ninebark	2 Gallon Pot
<i>Picea sitchensis</i>	Sitka spruce	1 Gallon Pot
<i>Picea sitchensis</i>	Sitka spruce	2 Gallon Pot
<i>Pinus contorta v. contorta</i>	Shore pine	1 Gallon Pot
<i>Pinus contorta v. contorta</i>	Shore pine	2 Gallon Pot
<i>Pinus contorta v. latifolia</i>	Lodgepole pine	1 Gallon Pot
<i>Pinus contorta v. latifolia</i>	Lodgepole pine	2 Gallon Pot
<i>Populus balsamifera v. trichocarpa</i>	Black cottonwood	1 Gallon Pot
<i>Populus balsamifera v. trichocarpa</i>	Black cottonwood	2 Gallon Pot
<i>Populus tremuloides</i>	Quaking aspen	1 Gallon Pot
<i>Populus tremuloides</i>	Quaking aspen	2 Gallon Pot
<i>Prunus emarginata</i>	Bitter cherry	1 Gallon Pot
<i>Prunus emarginata</i>	Bitter cherry	2 Gallon Pot
<i>Pseudotsuga menziesii</i>	Douglas fir	1 Gallon Pot
<i>Pseudotsuga menziesii</i>	Douglas fir	2 Gallon Pot
<i>Pyrus fusca (Malus fusca)</i>	Pacific crabapple	1 Gallon Pot
<i>Pyrus fusca (Malus fusca)</i>	Pacific crabapple	2 Gallon Pot

<i>Rhododendron (Ledum) groenlandicum</i>	Labrador tea	1 Gallon Pot
<i>Rhododendron (Ledum) groenlandicum</i>	Labrador tea	2 Gallon Pot
<i>Rhododendron macrophyllum</i>	Pacific rhododendron	1 Gallon Pot
<i>Rhododendron macrophyllum</i>	Pacific rhododendron	2 Gallon Pot
<i>Rhus glabra</i>	Smooth sumac	1 Gallon Pot
<i>Rhus glabra</i>	Smooth sumac	2 Gallon Pot
<i>Ribes bracteosum</i>	Stink currant	1 Gallon Pot
<i>Ribes bracteosum</i>	Stink currant	2 Gallon Pot
<i>Ribes lacustre</i>	Prickly currant	1 Gallon Pot
<i>Ribes lacustre</i>	Prickly currant	2 Gallon Pot
<i>Ribes sanguineum</i>	Red-flowering currant	1 Gallon Pot
<i>Ribes sanguineum</i>	Red-flowering currant	2 Gallon Pot
<i>Rosa gymnocarpa</i>	Bald-hip rose	1 Gallon Pot
<i>Rosa gymnocarpa</i>	Bald-hip rose	2 Gallon Pot
<i>Rosa nutkana</i>	Nootka rose	1 Gallon Pot
<i>Rosa nutkana</i>	Nootka rose	2 Gallon Pot
<i>Rosa pisocarpa</i>	Clustered rose	1 Gallon Pot
<i>Rosa woodsii</i>	Wood's rose	1 Gallon Pot
<i>Rosa woodsii</i>	Wood's rose	2 Gallon Pot
<i>Rubus parviflorus</i>	Thimbleberry	1 Gallon Pot
<i>Rubus parviflorus</i>	Thimbleberry	2 Gallon Pot
<i>Rubus spectabilis</i>	Salmonberry	1 Gallon Pot
<i>Rubus spectabilis</i>	Salmonberry	2 Gallon Pot
<i>Salix bebbiana</i>	Bebb's willow	1 Gallon Pot
<i>Salix bebbiana</i>	Bebb's willow	2 Gallon Pot
<i>Salix hookeriana</i>	Hooker willow	1 Gallon Pot
<i>Salix hookeriana</i>	Hooker willow	2 Gallon Pot
<i>Salix lucida (Lasiandra)</i>	Pacific willow	1 Gallon Pot
<i>Salix lucida (Lasiandra)</i>	Pacific willow	2 Gallon Pot
<i>Salix scouleriana</i>	Scouler's willow	1 Gallon Pot
<i>Salix scouleriana</i>	Scouler's willow	2 Gallon Pot
<i>Salix sitchensis</i>	Sitka willow	1 Gallon Pot
<i>Salix sitchensis</i>	Sitka willow	2 Gallon Pot
<i>Sambucus caerulea</i>	Blue elderberry	2 Gallon Pot
<i>Sambucus racemosa</i>	Red elderberry	1 Gallon Pot
<i>Sambucus racemosa</i>	Red elderberry	2 Gallon Pot
<i>Shepherdia canadensis</i>	Russet buffaloberry	1 Gallon Pot
<i>Shepherdia canadensis</i>	Russet buffaloberry	2 Gallon Pot

<i>Spiraea betulifolia</i>	White spirea	1 Gallon Pot
<i>Spiraea betulifolia</i>	White spirea	2 Gallon Pot
<i>Spiraea densiflora</i>	Subalpine spiraea	1 Gallon Pot
<i>Spiraea densiflora</i>	Subalpine spiraea	2 Gallon Pot
<i>Spiraea douglasii</i>	Douglas' spirea	1 Gallon Pot
<i>Spiraea douglasii</i>	Douglas' spirea	2 Gallon Pot
<i>Symphoricarpos hesperius (mollis)</i>	Creeping snowberry	1 Gallon Pot
<i>Symphoricarpos hesperius (mollis)</i>	Creeping snowberry	2 Gallon Pot
<i>Thuja plicata</i>	Western red cedar	1 Gallon Pot
<i>Thuja plicata</i>	Western red cedar	2 Gallon Pot
<i>Tsuga heterophylla</i>	Western hemlock	1 Gallon Pot
<i>Tsuga heterophylla</i>	Western hemlock	2 Gallon Pot
<i>Vaccinium membranaceum</i>	Thin-leaved huckleberry	1 Gallon Pot
<i>Vaccinium membranaceum</i>	Thin-leaved huckleberry	2 Gallon Pot
<i>Vaccinium ovalifolium</i>	Oval-leaf blueberry	1 Gallon Pot
<i>Vaccinium ovalifolium</i>	Oval-leaf blueberry	2 Gallon Pot
<i>Vaccinium ovatum</i>	Evergreen huckleberry	1 Gallon Pot
<i>Vaccinium ovatum</i>	Evergreen huckleberry	2 Gallon Pot
<b>Grasses, Sedges, Grass-Like, &amp; Wetland Plants</b>		
<i>Calamagrostis rubescens</i>	Pinegrass	1 Gallon Pot
<i>Calamagrostis rubescens</i>	Pinegrass	4" Pot
<i>Carex densa</i>	Dense sedge	1 Gallon Pot
<i>Carex densa</i>	Dense sedge	4" Pot
<i>Carex lyngbyei</i>	Lyngby sedge	1 Gallon Pot
<i>Carex lyngbyei</i>	Lyngby sedge	4" Pot
<i>Carex macrocephala</i>	Bighead Sedge	1 Gallon Pot
<i>Carex macrocephala</i>	Bighead Sedge	4" Pot
<i>Carex obnupta</i>	Slough sedge	1 Gallon Pot
<i>Carex obnupta</i>	Slough sedge	4" Pot
<i>Carex utriculata (rostrata)</i>	Beaked sedge	1 Gallon Pot
<i>Carex utriculata (rostrata)</i>	Beaked sedge	4" Pot
<i>Deschampsia cespitosa</i>	Tufted hairgrass	1 Gallon Pot
<i>Deschampsia cespitosa</i>	Tufted hairgrass	4" Pot
<i>Distichlis spicata</i>	Saltgrass	1 Gallon Pot
<i>Distichlis spicata</i>	Saltgrass	4" Pot
<i>Eleocharis palustris</i>	Common spikerush	1 Gallon Pot
<i>Eleocharis palustris</i>	Common spikerush	4" Pot
<i>Elymus glaucus</i>	Blue wildrye	1 Gallon Pot

<i>Elymus glaucus</i>	Blue wildrye	4" Pot
<i>Festuca idahoensis</i>	Idaho fescue	1 Gallon Pot
<i>Festuca idahoensis</i>	Idaho fescue	4" Pot
<i>Festuca roemerii</i>	Roemer's fescue	1 Gallon Pot
<i>Festuca roemerii</i>	Roemer's fescue	4" Pot
<i>Glyceria elata</i>	Tall mannagrass	1 Gallon Pot
<i>Glyceria elata</i>	Tall mannagrass	4" Pot
<i>Glyceria grandis</i>	American mannagrass	1 Gallon Pot
<i>Glyceria grandis</i>	American mannagrass	4" Pot
<i>Juncus balticus</i>	Baltic rush	1 Gallon Pot
<i>Juncus balticus</i>	Baltic rush	4" Pot
<i>Juncus effusus</i>	Soft rush	1 Gallon Pot
<i>Juncus effusus</i>	Soft rush	4" Pot
<i>Juncus ensifolius</i>	Daggerleaf rush	1 Gallon Pot
<i>Juncus ensifolius</i>	Daggerleaf rush	4" Pot
<i>Juncus tenuis</i>	Slender rush	1 Gallon Pot
<i>Juncus tenuis</i>	Slender rush	4" Pot
<i>Koeleria macrantha (crinata)</i>	Prairie junegrass	1 Gallon Pot
<i>Koeleria macrantha (crinata)</i>	Prairie junegrass	4" Pot
<i>Leymus (Elymus) mollis</i>	American dunegrass	1 Gallon Pot
<i>Leymus (Elymus) mollis</i>	American dunegrass	4" Pot
<i>Pseudoroegneria spicata</i>	Bluebunch wheatgrass	1 Gallon Pot
<i>Pseudoroegneria spicata</i>	Bluebunch wheatgrass	4" Pot
<i>Schoenoplectus (Scirpus) acutus</i>	Hardstem bulrush	1 Gallon Pot
<i>Schoenoplectus (Scirpus) acutus</i>	Hardstem bulrush	4" Pot
<i>Schoenoplectus (Scirpus) maritimus</i>	Basket rush	1 Gallon Pot
<i>Schoenoplectus (Scirpus) maritimus</i>	Basket rush	4" Pot
<i>Scirpus microcarpus</i>	Small flowered bulrush	1 Gallon Pot
<i>Scirpus microcarpus</i>	Small flowered bulrush	4" Pot
<i>Triglochin maritima</i>	Seaside arrowgrass	1 Gallon Pot
<i>Triglochin maritima</i>	Seaside arrowgrass	4" Pot
<i>Typha latifolia</i>	Broad-leaf cattail	1 Gallon Pot
<i>Typha latifolia</i>	Broad-leaf cattail	4" Pot
<b>Groundcovers, Forbs, Ferns, &amp; Herbaceous Plants</b>		
<i>Allium cernuum</i>	Nodding onion	1 Gallon Pot
<i>Allium cernuum</i>	Nodding onion	4" Pot
<i>Anaphalis margaritacea</i>	Pearly everlasting	1 Gallon Pot
<i>Anaphalis margaritacea</i>	Pearly everlasting	4" Pot



<i>Aquilegia formosa</i>	Red columbine	1 Gallon Pot
<i>Aquilegia formosa</i>	Red columbine	4" Pot
<i>Arctostaphylos uva-ursi</i>	Kinnikinnik	1 Gallon Pot
<i>Arctostaphylos uva-ursi</i>	Kinnikinnik	4" Pot
<i>Aruncus dioicus (sylvestre)</i>	Goat's beard	1 Gallon Pot
<i>Aruncus dioicus (sylvestre)</i>	Goat's beard	4" Pot
<i>Fragaria chiloensis</i>	Beach strawberry	1 Gallon Pot
<i>Fragaria chiloensis</i>	Beach strawberry	4" Pot
<i>Fragaria vesca</i>	Woodland strawberry	1 Gallon Pot
<i>Fragaria vesca</i>	Woodland strawberry	4" Pot
<i>Fragaria virginiana</i>	Virginia strawberry	1 Gallon Pot
<i>Fragaria virginiana</i>	Virginia strawberry	4" Pot
<i>Lupinus polyphyllus</i>	Bigleaf lupine	1 Gallon Pot
<i>Lupinus polyphyllus</i>	Bigleaf lupine	4" Pot

## PRICES FOR GOODS/SERVICES

Minimum Order: \$500

Maximum Shipping Charge: \$1.00 per mile, \$50 minimum charge

Bulk Discount: 10% for orders over \$1,500

Evaluated Trees, Shrubs, & Vines			
Species	Common name	Size	Price
<i>Abies concolor</i>	White fir	1 Gallon Pot	\$7.00
<i>Abies concolor</i>	White fir	2 Gallon Pot	\$15.00
<i>Abies grandis</i>	Grand fir	1 Gallon Pot	\$7.00
<i>Abies grandis</i>	Grand fir	2 Gallon Pot	\$15.00
<i>Abies procera</i>	Noble fir	1 Gallon Pot	\$7.00
<i>Abies procera</i>	Noble fir	2 Gallon Pot	\$15.00
<i>Acer circinatum</i>	Vine maple	1 Gallon Pot	\$7.00
<i>Acer circinatum</i>	Vine maple	2 Gallon Pot	\$15.00
<i>Acer glabrum</i>	Rocky mountain maple	1 Gallon Pot	\$7.00
<i>Acer glabrum</i>	Rocky mountain maple	2 Gallon Pot	\$15.00
<i>Acer macrophyllum</i>	Big leaf maple	1 Gallon Pot	\$7.00
<i>Acer macrophyllum</i>	Big leaf maple	2 Gallon Pot	\$15.00
<i>Alnus rubra</i>	Red alder	1 Gallon Pot	\$7.00
<i>Alnus sinuata</i>	Sitka alder	1 Gallon Pot	\$7.00
<i>Alnus sinuata</i>	Sitka alder	2 Gallon Pot	\$15.00
<i>Amelanchier alnifolia</i>	Saskatoon serviceberry	1 Gallon Pot	\$7.00
<i>Amelanchier alnifolia</i>	Saskatoon serviceberry	2 Gallon Pot	\$15.00
<i>Arbutus menziesii</i>	Pacific madrone	1 Gallon Pot	\$7.00
<i>Arbutus menziesii</i>	Pacific madrone	2 Gallon Pot	\$15.00
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick	1 Gallon Pot	\$7.00
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick	2 Gallon Pot	\$15.00
<i>Betula papyrifera</i>	Paper birch	1 Gallon Pot	\$7.00
<i>Betula papyrifera</i>	Paper birch	2 Gallon Pot	\$15.00
<i>Cornus sericea</i>	Redosier dogwood	1 Gallon Pot	\$7.00
<i>Cornus sericea</i>	Redosier dogwood	2 Gallon Pot	\$15.00
<i>Crataegus douglasii</i>	Black hawthorn	1 Gallon Pot	\$7.00
<i>Crataegus douglasii</i>	Black hawthorn	2 Gallon Pot	\$15.00
<i>Garrya elliptica</i>	Silk tassel	1 Gallon Pot	\$7.00
<i>Garrya elliptica</i>	Silk tassel	2 Gallon Pot	\$15.00
<i>Gaultheria shallon</i>	Salal	1 Gallon Pot	\$7.00

<i>Gaultheria shallon</i>	Salal	2 Gallon Pot	\$15.00
<i>Holodiscus discolor</i>	Ocean-spray	1 Gallon Pot	\$7.00
<i>Holodiscus discolor</i>	Ocean-spray	2 Gallon Pot	\$15.00
<i>Lonicera ciliosa</i>	Orange honeysuckle	1 Gallon Pot	\$7.00
<i>Lonicera ciliosa</i>	Orange honeysuckle	2 Gallon Pot	\$15.00
<i>Lonicera involucrata</i>	Twinberry	1 Gallon Pot	\$7.00
<i>Lonicera involucrata</i>	Twinberry	2 Gallon Pot	\$15.00
<i>Mahonia (Berberis) nervosa</i>	Low Oregon grape	1 Gallon Pot	\$7.00
<i>Mahonia (Berberis) nervosa</i>	Low Oregon grape	2 Gallon Pot	\$15.00
<i>Mahonia (Berberis) repens</i>	Creeping Oregon grape	1 Gallon Pot	\$7.00
<i>Mahonia (Berberis) repens</i>	Creeping Oregon grape	2 Gallon Pot	\$15.00
<i>Mahonia (Berberis) aquifolium</i>	Tall Oregon grape	1 Gallon Pot	\$7.00
<i>Mahonia (Berberis) aquifolium</i>	Tall Oregon grape	2 Gallon Pot	\$15.00
<i>Myrica californica</i>	Pacific bayberry	1 Gallon Pot	\$7.00
<i>Myrica californica</i>	Pacific bayberry	2 Gallon Pot	\$15.00
<i>Myrica gale</i>	Sweetgale	1 Gallon Pot	\$7.00
<i>Myrica gale</i>	Sweetgale	2 Gallon Pot	\$15.00
<i>Oemleria cerasiformis</i>	Indian plum	1 Gallon Pot	\$7.00
<i>Philadelphus lewisii</i>	Lewis' mock orange	1 Gallon Pot	\$7.00
<i>Philadelphus lewisii</i>	Lewis' mock orange	2 Gallon Pot	\$15.00
<i>Physocarpus capitatus</i>	Pacific ninebark	1 Gallon Pot	\$7.00
<i>Physocarpus capitatus</i>	Pacific ninebark	2 Gallon Pot	\$15.00
<i>Picea sitchensis</i>	Sitka spruce	1 Gallon Pot	\$7.00
<i>Picea sitchensis</i>	Sitka spruce	2 Gallon Pot	\$15.00
<i>Pinus contorta v. contorta</i>	Shore pine	1 Gallon Pot	\$7.00
<i>Pinus contorta v. contorta</i>	Shore pine	2 Gallon Pot	\$15.00
<i>Pinus contorta v. latifolia</i>	Lodgepole pine	1 Gallon Pot	\$7.00
<i>Pinus contorta v. latifolia</i>	Lodgepole pine	2 Gallon Pot	\$15.00
<i>Populus balsamifera v. trichocarpa</i>	Black cottonwood	1 Gallon Pot	\$7.00
<i>Populus balsamifera v. trichocarpa</i>	Black cottonwood	2 Gallon Pot	\$15.00
<i>Populus tremuloides</i>	Quaking aspen	1 Gallon Pot	\$7.00
<i>Populus tremuloides</i>	Quaking aspen	2 Gallon Pot	\$15.00
<i>Prunus emarginata</i>	Bitter cherry	1 Gallon Pot	\$7.00
<i>Prunus emarginata</i>	Bitter cherry	2 Gallon Pot	\$15.00
<i>Pseudotsuga menziesii</i>	Douglas fir	1 Gallon Pot	\$7.00
<i>Pseudotsuga menziesii</i>	Douglas fir	2 Gallon Pot	\$15.00
<i>Pyrus fusca (Malus fusca)</i>	Pacific crabapple	1 Gallon Pot	\$7.00
<i>Pyrus fusca (Malus fusca)</i>	Pacific crabapple	2 Gallon Pot	\$15.00

<i>Rhododendron (Ledum) groenlandicum</i>	Labrador tea	1 Gallon Pot	\$7.00
<i>Rhododendron (Ledum) groenlandicum</i>	Labrador tea	2 Gallon Pot	\$15.00
<i>Rhododendron macrophyllum</i>	Pacific rhododendron	1 Gallon Pot	\$7.00
<i>Rhododendron macrophyllum</i>	Pacific rhododendron	2 Gallon Pot	\$15.00
<i>Rhus glabra</i>	Smooth sumac	1 Gallon Pot	\$7.00
<i>Rhus glabra</i>	Smooth sumac	2 Gallon Pot	\$15.00
<i>Ribes bracteosum</i>	Stink currant	1 Gallon Pot	\$7.00
<i>Ribes bracteosum</i>	Stink currant	2 Gallon Pot	\$15.00
<i>Ribes lacustre</i>	Prickly currant	1 Gallon Pot	\$7.00
<i>Ribes lacustre</i>	Prickly currant	2 Gallon Pot	\$15.00
<i>Ribes sanguineum</i>	Red-flowering currant	1 Gallon Pot	\$7.00
<i>Ribes sanguineum</i>	Red-flowering currant	2 Gallon Pot	\$15.00
<i>Rosa gymnocarpa</i>	Bald-hip rose	1 Gallon Pot	\$7.00
<i>Rosa gymnocarpa</i>	Bald-hip rose	2 Gallon Pot	\$15.00
<i>Rosa nutkana</i>	Nootka rose	1 Gallon Pot	\$7.00
<i>Rosa nutkana</i>	Nootka rose	2 Gallon Pot	\$15.00
<i>Rosa pisocarpa</i>	Clustered rose	1 Gallon Pot	\$7.00
<i>Rosa woodsii</i>	Wood's rose	1 Gallon Pot	\$7.00
<i>Rosa woodsii</i>	Wood's rose	2 Gallon Pot	\$15.00
<i>Rubus parviflorus</i>	Thimbleberry	1 Gallon Pot	\$7.00
<i>Rubus parviflorus</i>	Thimbleberry	2 Gallon Pot	\$15.00
<i>Rubus spectabilis</i>	Salmonberry	1 Gallon Pot	\$7.00
<i>Rubus spectabilis</i>	Salmonberry	2 Gallon Pot	\$15.00
<i>Salix bebbiana</i>	Bebb's willow	1 Gallon Pot	\$7.00
<i>Salix bebbiana</i>	Bebb's willow	2 Gallon Pot	\$15.00
<i>Salix hookeriana</i>	Hooker willow	1 Gallon Pot	\$7.00
<i>Salix hookeriana</i>	Hooker willow	2 Gallon Pot	\$15.00
<i>Salix lucida (Lasiandra)</i>	Pacific willow	1 Gallon Pot	\$7.00
<i>Salix lucida (Lasiandra)</i>	Pacific willow	2 Gallon Pot	\$15.00
<i>Salix scouleriana</i>	Scouler's willow	1 Gallon Pot	\$7.00
<i>Salix scouleriana</i>	Scouler's willow	2 Gallon Pot	\$15.00
<i>Salix sitchensis</i>	Sitka willow	1 Gallon Pot	\$7.00
<i>Salix sitchensis</i>	Sitka willow	2 Gallon Pot	\$15.00
<i>Sambucus caerulea</i>	Blue elderberry	2 Gallon Pot	\$15.00
<i>Sambucus racemosa</i>	Red elderberry	1 Gallon Pot	\$7.00
<i>Sambucus racemosa</i>	Red elderberry	2 Gallon Pot	\$15.00
<i>Sheperdia canadensis</i>	Russet buffaloberry	1 Gallon Pot	\$7.00
<i>Sheperdia canadensis</i>	Russet buffaloberry	2 Gallon Pot	\$15.00

<i>Spiraea betulifolia</i>	White spirea	1 Gallon Pot	\$7.00
<i>Spiraea betulifolia</i>	White spirea	2 Gallon Pot	\$15.00
<i>Spiraea densiflora</i>	Subalpine spiraea	1 Gallon Pot	\$7.00
<i>Spiraea densiflora</i>	Subalpine spiraea	2 Gallon Pot	\$15.00
<i>Spiraea douglasii</i>	Douglas' spirea	1 Gallon Pot	\$7.00
<i>Spiraea douglasii</i>	Douglas' spirea	2 Gallon Pot	\$15.00
<i>Symphoricarpos hesperius (mollis)</i>	Creeping snowberry	1 Gallon Pot	\$7.00
<i>Symphoricarpos hesperius (mollis)</i>	Creeping snowberry	2 Gallon Pot	\$15.00
<i>Thuja plicata</i>	Western red cedar	1 Gallon Pot	\$7.00
<i>Thuja plicata</i>	Western red cedar	2 Gallon Pot	\$15.00
<i>Tsuga heterophylla</i>	Western hemlock	1 Gallon Pot	\$7.00
<i>Tsuga heterophylla</i>	Western hemlock	2 Gallon Pot	\$15.00
<i>Vaccinium membranaceum</i>	Thin-leaved huckleberry	1 Gallon Pot	\$7.00
<i>Vaccinium membranaceum</i>	Thin-leaved huckleberry	2 Gallon Pot	\$15.00
<i>Vaccinium ovalifolium</i>	Oval-leaf blueberry	1 Gallon Pot	\$7.00
<i>Vaccinium ovalifolium</i>	Oval-leaf blueberry	2 Gallon Pot	\$15.00
<i>Vaccinium ovatum</i>	Evergreen huckleberry	1 Gallon Pot	\$7.00
<i>Vaccinium ovatum</i>	Evergreen huckleberry	2 Gallon Pot	\$15.00
<b>Grasses, Sedges, Grass-Like, &amp; Wetland Plants</b>			
<i>Calamagrostis rubescens</i>	Pinegrass	1 Gallon Pot	\$7.00
<i>Calamagrostis rubescens</i>	Pinegrass	4" Pot	\$4.00
<i>Carex densa</i>	Dense sedge	1 Gallon Pot	\$7.00
<i>Carex densa</i>	Dense sedge	4" Pot	\$4.00
<i>Carex lyngbyei</i>	Lyngby sedge	1 Gallon Pot	\$7.00
<i>Carex lyngbyei</i>	Lyngby sedge	4" Pot	\$4.00
<i>Carex macrocephala</i>	Bighead Sedge	1 Gallon Pot	\$7.00
<i>Carex macrocephala</i>	Bighead Sedge	4" Pot	\$4.00
<i>Carex obnupta</i>	Slough sedge	1 Gallon Pot	\$7.00
<i>Carex obnupta</i>	Slough sedge	4" Pot	\$4.00
<i>Carex utriculata (rostrata)</i>	Beaked sedge	1 Gallon Pot	\$7.00
<i>Carex utriculata (rostrata)</i>	Beaked sedge	4" Pot	\$4.00
<i>Deschampsia cespitosa</i>	Tufted hairgrass	1 Gallon Pot	\$7.00
<i>Deschampsia cespitosa</i>	Tufted hairgrass	4" Pot	\$4.00
<i>Distichlis spicata</i>	Saltgrass	1 Gallon Pot	\$7.00
<i>Distichlis spicata</i>	Saltgrass	4" Pot	\$4.00
<i>Eleocharis palustris</i>	Common spikerush	1 Gallon Pot	\$7.00
<i>Eleocharis palustris</i>	Common spikerush	4" Pot	\$4.00
<i>Elymus glaucus</i>	Blue wildrye	1 Gallon Pot	\$7.00

<i>Elymus glaucus</i>	Blue wildrye	4" Pot	\$4.00
<i>Festuca idahoensis</i>	Idaho fescue	1 Gallon Pot	\$7.00
<i>Festuca idahoensis</i>	Idaho fescue	4" Pot	\$4.00
<i>Festuca roemerii</i>	Roemer's fescue	1 Gallon Pot	\$7.00
<i>Festuca roemerii</i>	Roemer's fescue	4" Pot	\$4.00
<i>Glyceria elata</i>	Tall mannagrass	1 Gallon Pot	\$7.00
<i>Glyceria elata</i>	Tall mannagrass	4" Pot	\$4.00
<i>Glyceria grandis</i>	American mannagrass	1 Gallon Pot	\$7.00
<i>Glyceria grandis</i>	American mannagrass	4" Pot	\$4.00
<i>Juncus balticus</i>	Baltic rush	1 Gallon Pot	\$7.00
<i>Juncus balticus</i>	Baltic rush	4" Pot	\$4.00
<i>Juncus effusus</i>	Soft rush	1 Gallon Pot	\$7.00
<i>Juncus effusus</i>	Soft rush	4" Pot	\$4.00
<i>Juncus ensifolius</i>	Daggerleaf rush	1 Gallon Pot	\$7.00
<i>Juncus ensifolius</i>	Daggerleaf rush	4" Pot	\$4.00
<i>Juncus tenuis</i>	Slender rush	1 Gallon Pot	\$7.00
<i>Juncus tenuis</i>	Slender rush	4" Pot	\$4.00
<i>Koeleria macrantha (crinata)</i>	Prairie junegrass	1 Gallon Pot	\$7.00
<i>Koeleria macrantha (crinata)</i>	Prairie junegrass	4" Pot	\$4.00
<i>Leymus (Elymus) mollis</i>	American dunegrass	1 Gallon Pot	\$7.00
<i>Leymus (Elymus) mollis</i>	American dunegrass	4" Pot	\$4.00
<i>Pseudoroegneria spicata</i>	Bluebunch wheatgrass	1 Gallon Pot	\$7.00
<i>Pseudoroegneria spicata</i>	Bluebunch wheatgrass	4" Pot	\$4.00
<i>Schoenoplectus (Scirpus) acutus</i>	Hardstem bulrush	1 Gallon Pot	\$7.00
<i>Schoenoplectus (Scirpus) acutus</i>	Hardstem bulrush	4" Pot	\$4.00
<i>Schoenoplectus (Scirpus) maritimus</i>	Basket rush	1 Gallon Pot	\$7.00
<i>Schoenoplectus (Scirpus) maritimus</i>	Basket rush	4" Pot	\$4.00
<i>Scirpus microcarpus</i>	Small flowered bulrush	1 Gallon Pot	\$7.00
<i>Scirpus microcarpus</i>	Small flowered bulrush	4" Pot	\$4.00
<i>Triglochin maritima</i>	Seaside arrowgrass	1 Gallon Pot	\$7.00
<i>Triglochin maritima</i>	Seaside arrowgrass	4" Pot	\$4.00
<i>Typha latifolia</i>	Broad-leaf cattail	1 Gallon Pot	\$7.00
<i>Typha latifolia</i>	Broad-leaf cattail	4" Pot	\$4.00
<b>Groundcovers, Forbs, Ferns, &amp; Herbaceous Plants</b>			
<i>Allium cernuum</i>	Nodding onion	1 Gallon Pot	\$7.00
<i>Allium cernuum</i>	Nodding onion	4" Pot	\$3.00
<i>Anaphalis margaritacea</i>	Pearly everlasting	1 Gallon Pot	\$7.00
<i>Anaphalis margaritacea</i>	Pearly everlasting	4" Pot	\$4.00

<i>Aquilegia formosa</i>	Red columbine	1 Gallon Pot	\$7.00
<i>Aquilegia formosa</i>	Red columbine	4" Pot	\$4.00
<i>Arctostaphylos uva-ursi</i>	Kinnikinnik	1 Gallon Pot	\$6.00
<i>Arctostaphylos uva-ursi</i>	Kinnikinnik	4" Pot	\$4.00
<i>Aruncus dioicus (sylvestre)</i>	Goat's beard	1 Gallon Pot	\$7.00
<i>Aruncus dioicus (sylvestre)</i>	Goat's beard	4" Pot	\$4.00
<i>Fragaria chiloensis</i>	Beach strawberry	1 Gallon Pot	\$7.00
<i>Fragaria chiloensis</i>	Beach strawberry	4" Pot	\$3.00
<i>Fragaria vesca</i>	Woodland strawberry	1 Gallon Pot	\$7.00
<i>Fragaria vesca</i>	Woodland strawberry	4" Pot	\$4.00
<i>Fragaria virginiana</i>	Virginia strawberry	1 Gallon Pot	\$7.00
<i>Fragaria virginiana</i>	Virginia strawberry	4" Pot	\$4.00
<i>Lupinus polyphyllus</i>	Bigleaf lupine	1 Gallon Pot	\$7.00
<i>Lupinus polyphyllus</i>	Bigleaf lupine	4" Pot	\$3.00

### INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
  - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$1,000,000.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.



4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Master Contract Insurance Certificate  
**Master Contract No. 12321 – Native Plants**  
Attn: Marilyn First  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411

Email: [DESContractsTeamCedar@des.wa.gov](mailto:DESContractsTeamCedar@des.wa.gov)

*Note:* For Email notice, the Email Subject line must state:

**Master Contract Insurance Certificate – Master Contract No. 12321  
– Native Plants**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
7. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.
8. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Master Contract.

\* \* \* END OF INSURANCE REQUIREMENTS \* \* \*