





## EXHIBIT A TERMS & CONDITIONS

### 1. **Purpose.**

- 1.1 Pursuant to RCW 28A.320 and the Interlocal Cooperation Act RCW 39.34.030, and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing, ESD112, a political subdivision of the State of Washington, and the District hereby agree to enter into this Agreement for the cooperative purchasing of personal protective equipment, hereinafter referred to as “PPE”.
- 1.2 It is not the intent of the Parties to this Agreement, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing bodies of both parties shall jointly administer this Agreement in accordance with the terms contained herein.
- 1.3 Parties to the Agreement seek to reduce their respective costs in purchasing various PPE for use in agency operations, advancing agency purposes and to make the most efficient use of their powers by enabling cooperation with each other on a basis of mutual advantage.

2. **Term.** The Term for the Agreement shall be fifteen (15) months, beginning June 1, 2021, or the date of last signature, to August 31, 2022.

### 3. **Provisions.**

- 3.1 ESD112 represents and warrants it has complied with its statutory requirements under Washington law regarding notice for bids or proposals for goods or services subject to this Agreement. ESD112 further represents and warrants it posted the bids or solicitation on a website established and maintained by ESD112, for the purposes of posting public notice of bids or proposal solicitations for ESD112’s purchasing program.
- 3.2 The District agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchases they make. ESD112 makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies or rules applicable to each participating District.
- 3.3 School districts that are interested in purchasing PPE in reliance on the ESD112 competitively procured contracts, shall submit an order through a designated electronic platform (link to be provided by ESD112 to participating school districts).
- 3.4 ESD112 shall place orders for the type and quantity of PPE the participating school districts identify in submitted order forms (Section 3.3 above).

- 3.5** Once ESD112 orders PPE for the District, the District is responsible for and shall pay ESD112 for the PPE.
- 3.6** ESD112 shall purchase and receive the PPE the District orders, and coordinate delivery to a single identified District site. Upon delivery of goods to District, ESD112 shall invoice the District.
- 3.7** The District shall pay the ESD112 invoice within thirty (30) days of the invoice date. The invoice shall include the actual price of the PPE plus 7.5% shipping and handling and a 1.5% administrative fee on the total invoice amount.
- 3.8** ESD112 shall place all orders directly to the vendor(s) or vendor's subcontractors that are furnishing specified PPE under contracts issued through the cooperative bid solicitation.
- 3.9** ESD112 offers no additional guarantees regarding the manufactured quality, performance or material defects of PPE received by the District under this Agreement.
- 3.10** The manner of financing for the PPE purchased under this Agreement shall be through budgeted funds or other available funds of the District. The District shall be responsible for all budget and accounting procedures related to its purchases.
- 3.11** This Agreement has been approved by the governing bodies of the District and ESD112 by resolution, motion, or by other means specifically authorized by law.
- 3.12** This Agreement shall supersede all prior agreements and understandings with ESD112 and the District pertaining to cooperative purchasing. This Agreement may only be amended by a written document duly executed by the Parties.
- 3.13** This Agreement shall become effective once it is fully executed and filed as required by law, or listed on ESD112's or on the District's web site or other electronically retrievable public source. The District shall file or list the Agreement on their website, or otherwise publicly post, prior to purchasing items under this Agreement.
- 3.14** This Agreement shall remain in force until the Term End Date. ESD112 or the District may terminate this Agreement upon sixty (60) days written notice to the other party.
- 3.15** The terms and conditions of this Agreement shall be governed by the laws of the State of Washington.