

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and Bethel School District,
Entity Name

a state agency, or local or federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name: <u>Bethel School District</u>		
Tax Identification Number: <u>91-0832829</u>		
Unified Business Identifier <i>Required for Non-Profit:</i> <u>279-003-337</u>		
Contact Name: <u>Gretchen Russo</u>		
Title: <u>Financial Analyst</u>		
Address: <u>516 176th Street E</u>		
City: <u>Spinaway</u>	State: <u>WA</u>	Zip: <u>98387</u>
Phone Number: <u>253-683-6078</u>		
Email Address: <u>grusso@bethelst.org</u>		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:

Email to: mcua@des.wa.gov OR Mail to: WA Dept of Enterprise Services
MCUA, Attn: Kris Gorgas
P.O. Box 41409
Olympia, WA 98504-1409

5. **Financial Responsibility:** Buyer will deal directly with the Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
7. Master Contract Audits: Buyer agrees to cooperate with DES, the Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.
9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

APPROVED

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES

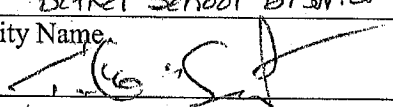
Entity Name

Signature
Roselyn Marcus, Assistant Director

Name/Title

Date

Bethel School District

Entity Name


Signature
Thomas G. Seigel, Superintendent

Name/Title
1-29-14

Date



(1)

Enterprise Services Engineering and Architectural Services is open and providing full level services for funded projects

Current Contracts

Statewide master contracts for goods and services are designed to make easier for state agencies, local and tribal governments, public school districts and colleges, and nonprofit organizations throughout Washington to focus on their missions. The statewide contracts have met state requirements for competitive bidding and other procurement laws, reduced risk and streamlining the purchasing process for agencies.

Master contracts leverage the state's collective buying power and are established for most frequently purchased products, making for the best use of resources for all types of Washington governments. While state agencies are required to purchase from master contracts – unless the contract does not justifiably meet their needs – about 70 percent of customers using our statewide master contracts for goods and services do so by choice. Learn more about the no-cost Master Contracts Usage Agreement (<https://fortress.wa.gov/es/apps/ContractSearch/MCUAListing.aspx>) for non-state entities.

Search or view contracts

Search Current Contracts

(<https://fortress.wa.gov/es/apps/ContractSearch/ContractSearch.aspx>)

Technology master contracts and enterprise agreements

(</services/ContractingPurchasing/ITContracts/ITMasterContract/Pages/default.aspx>)

Contracts with diverse business

(<https://fortress.wa.gov/es/apps/contractsearch/DiverseContracts.aspx>)

Green-recycled contracts

(<https://fortress.wa.gov/es/apps/ContractSearch/GreenContracts.aspx>)

Recently expired contracts

(<https://fortress.wa.gov/es/apps/ContractSearch/ContractSearch.aspx>)

Planned procurements

(<https://fortress.wa.gov/es/apps/ContractSearch/PlannedProcurement.aspx>)

Contract workload report

(<https://fortress.wa.gov/es/apps/ContractSearch/ContractWorkload.aspx>)

Related Topics

[Lean consulting master contract](#)

(<https://fortress.wa.gov/es/apps/ContractSearch/ContractSummary.aspx?c=01215>)

[Vendor Quarterly Contract Reporting](#)

(<https://fortress.wa.gov/es/apps/CSR/login.aspx>)

[New eLearning course – How to Report your Quarterly Sales](#)

(/sites/default/files/public/documents/About/Procurement_reform/training/508/QtrlySalesRptng/story.html)

Contracts Office

[Find a Contract Specialist](#)

(<https://fortress.wa.gov/es/apps/ContractSearch/contact.aspx>)

contractingandpurchasing@des.wa.gov

(<mailto:contractingandpurchasing@des.wa.gov>)

Mailing address:

PO Box 41408

Olympia, WA 98504-1408

Physical address:

1500 Jefferson Street, #6097

Olympia, WA 98501

Q&A

View vendors by contract

(<https://fortress.wa.gov/es/apps/ContractSearch/VendorListing.aspx>)

NASPO ValuePoint contracts (/services/contracting-purchasing/current-contracts/naspo-valuepoint)

Oregon contracts for use by co-op members

(<http://orpin.oregon.gov/open.dll/welcome>)

FTA/Buy America standard clauses (/services/contracting-purchasing/current-contracts/fta-buy-america-standard-clauses)

Special purchasing programs

Janitorial services (/services/contracting-purchasing/current-contracts/janitorial-services)

Moving & relocation services (/services/contracting-purchasing/current-contracts/contracts-moving-employees-and-offices)

Purchasing card (/services/contracting-purchasing/purchasing/purchas-card-travel-card-and-one-card)

Vehicle purchases

(/services/Travel/VehiclePurchasing/Pages/default.aspx)

Technology Consulting and Purchasing

(/services/ContractingPurchasing/ITContracts/Pages/TechnologyBroker.aspx)

Technology Leasing

(/services/ContractingPurchasing/ITContracts/Pages/Technology-Leasing.aspx)

Travel (/services/Travel/Travel/Pages/default.aspx)

Who uses state contracts?

Cities, counties

Organizations that have a signed Master Contracts Usage Agreement
(<https://fortress.wa.gov/es/apps/ContractSearch/MCUAListing.aspx>)

State agencies

State school districts and higher education institutions

Public utility districts

Q&A

**ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT
Amendment Number 2
to
State of Washington Department of Enterprise Services
Intergovernmental Agreement Number 2010-WPC-032
for
Master Contracts, Consulting and Oversight
State Purchasing Cooperative**

This Amendment Number 2 to Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-032 is made and entered by and between the State of Washington Department of Enterprise Services, hereinafter referred to as "DES", and Bethel School District 403, hereinafter referred to as "COOPERATIVE MEMBER". The purpose of this Amendment is to extend the Intergovernmental Agreement between DES and COOPERATIVE MEMBER.

The Intergovernmental Agreement is hereby modified:

- 3) Term of this Agreement and Cooperative membership is extended six (6) months through **June 30, 2013**.

17) PAYMENT and NOTICES:

COOPERATIVE MEMBER six month fee is \$2,500.00.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have read this Amendment Number 2 to Intergovernmental Agreement 2010-WPC-032 in its entirety, agree to it and hereby assert that they have the authority to bind their respective parties to it.

Approved
Department of Enterprise Services



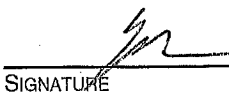
SIGNATURE

Chris Cantrell
PRINT OR TYPE NAME

1/16/13
DATE

Coop Program Coordinator
TITLE

Approved
Bethel School District 403



SIGNATURE

HARVEY ERICKSON
PRINT OR TYPE NAME

1/14/2013
DATE

Chief Financial Officer
TITLE

OLDER

TELEPHONE BOOKS



RECEIVED
APR 18 2008
BUSINESS OFFICE

State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.ga.wa.gov>

STATE OF WASHINGTON
INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT FOR
PUBLIC AGENCIES

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the "Office of State Procurement" or "OSP"), and the following named public agency, Bethel School District (hereinafter called the "Cooperative member") hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

- (1) The Cooperative member must be an agency, Cooperative member, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi-municipal corporations, special purpose districts, and local service districts; any agency of Washington state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any Cooperative member of another state of the United States.
- (2) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the Cooperative member, to the extent permitted by law and agreed upon by both parties. The Cooperative member accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the Cooperative member.
- (3) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington's web portal to the notice.
- (4) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative member (s), the Cooperative member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on their credit assessment of the Cooperative member. Purchases by the Cooperative member may be made by a purchase order issued by the Cooperative member to the state contractor. The Cooperative member accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP. The Cooperative member accepts responsibility for contract monitoring related to their use of these contracts.
- (5) The Cooperative member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- (6) ~~This Agreement shall be effective on the later of the two signatures dates appearing below, and shall continue in force until canceled in writing by either party.~~

- (7) In the event that either the Office of the State Procurement or the Cooperative member is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law. The Cooperative member may request a refund of unexpired membership exceeding three months, which may be approved by OSP at their discretion.
- (8) The Cooperative member agrees to use only contracts available to the Cooperative member and only in accordance with those contract terms and conditions. The Cooperative member further agrees that all purchases from OSP contracts will be made only for the direct use of the Cooperative member's programs (as covered by this agreement) and will not be made on behalf of other jurisdictions (Cooperative member").
- (9) The Office of State Procurement is required by Chapter 236-49-060 WAC to recover the costs of administering the state purchasing cooperative program from all its members. The Membership Fee Schedule below sets forth the fee structure for Cooperative members that are not Washington State Agencies, which is based on the total expenditures less debt service and interfund transfers, as reported in the Cooperative member's last audited financial statements. The Cooperative member shall be charged a membership fee based upon the self-declaration, as indicated by their signatory's initials in the first column of the Membership Fee Schedule below. The Cooperative member's self-determined membership fee is subject to change if not validated by OSP during its subsequent reviews. This membership fee is due upon subscribing for the first year of membership and by January 31 of the membership cycle. The membership term is January 1st 2008 through December 31st 2009. The Cooperative member agrees to pay the membership fee as a part of this Agreement. New memberships beginning after June 30 may be prorated and will be established at the discretion of OSP.
- (10) Membership fees are established every two years. The State Auditors' most recently published *Local Government Comparative Statistics* report will be used to verify membership fee. Where a Cooperative member is not reported separately in that document, audited financial statements as published in the State Auditors' Website will be used. The Superintendent of Public Instruction (OSPI) web site will be used to verify fee issues for School Districts. The most recent audited financial statement will be used as the authoritative source to resolve any issues regarding the Annual Membership Fee due from the Cooperative member. Any Cooperative member not reported in the OSPI or State Auditor's Websites, must submit a copy of its most recent audited financial statements to OSP. When a member does not have audited financial statements, the member shall provide internal budgets or financial statements to OSP if requested.
- (11) In addition to accessing State contracts established by the Office of State Procurement, custom contracting and procurement services are available for an additional predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.
- (12) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- (13) The Cooperative member shall be responsible for filing a copy of this Agreement with its county auditor's office.
- (14) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.
- (15) PAYMENT and NOTICES: Payment shall be made to OSP at the address given herein. Further, any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below.

Mail: agreement and Payment to:

State of Washington, OSP PAF-Non/Prof Fund: 422 04 20 000214,
 303 General Administration Bldg., P.O. Box 41008, Olympia, WA 98504-1008

Cooperative member contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Cooperative Member Name: Bethel School District
 Contact Name: Marsha Hunt
 Address: 516 176th Street East
 City, St. Zip: Spanaway, WA 98387
 Phone Number: 253-683-6062
 Federal Id #: 91-0832829
 FAX Number: 253-683-6067
 Email Address: mhunt@bethelsd.org

Two-Year Membership Fee Schedule

Note: Expenditures below are net of debt service and inter-fund transfers

Initials	Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee
	\$0.00	\$3,000,000	\$400
	\$3,000,001	\$7,500,000	\$1,000
	\$7,500,001	\$30,000,000	\$2,000
	\$30,000,001	\$68,000,000	\$4,000
	\$68,000,001	\$90,000,000	\$6,000
	\$90,000,001	\$150,000,000	\$8,000
	\$150,000,001	and over	\$10,000

The undersigned has read, understands and agrees to the terms and conditions of this agreement and this Authorized Signatory for the Cooperative member attests that the expenditure level initialed in the Membership Fee Schedule above is true and correct.
 Cooperative member Authorized Signature: Applicant must provide an authorized signature.

Name: Marsha Hunt *Marsha Hunt*
 Title: Director of Budget
 Address (if not the same as above): _____
 Phone Number: 253-6836062
 Date Signed: 12-19-07

FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)

Approved as to form: , AAG Date: 07/18/07 (signature on file)

OSP has assigned you Co-op member number: 35403-001 Please provide this number when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

Name *[Signature]* Title *OSP Manager* Date 1-15-08

