

# Electronic Purchase Order

DATE 11/02/2023	PURCHASE ORDER NUMBER PO2307401
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<b>FROM</b> JR Echo Glen Children's Center 33010 SE 99th St Snoqualmie, Washington 98065	<b>SHIP TO</b> JR Echo Glen Children's Center 33010 SE 99th St Snoqualmie, Washington 98065
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AGENCY NO 3070
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<b>TO (VENDOR)</b> Command Sourcing Inc. Attn: Maggie Leach 6100Horseshoe Bar Rd STE A-228 Loomis, California 95650 Phone: (503) 780-1867	<b>MAIL INVOICES TO</b> INVOICE - Echo Glen ATTN: Accounts Payable 33010 SE 99th St Snoqualmie, Washington 98065 dcyf.echoglenpurchasing@dcyf.wa.gov
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AUTHORITY OR CONTRACT NO.	PRICE F.O.B. Destination	PAYMENT TERMS Net 30	PURCHASE REQUEST NUMBER PR2307401
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ITEM NO.	COMMODITY CODE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	MMWCS	MILLIMETER WAVE SCANNER-R&S QPS201, FLAT PANEL ARRAY SYSTEM	1	Each	\$244,200.00	\$244,200.00
2	INSTAL	INSTALLATION	1	Each	\$8,900.00	\$8,900.00
3	SLA	EXTENDED SERVICE PLAN PER YEAR	4	Each	\$23,700.00	\$94,800.00

VENDOR COMMENTS:

<b>Instructions to Vendor:</b>	1. Show Purchase Order Number on all invoices, packages and shipping documents.	SUB TOTAL	\$347,900.00
	2. Mail copy of Invoice at time of shipment.	DISCOUNT: \$0.00	\$0.00
	3. Washington State sales tax applies to this order.	SHIPPING	\$4,500.00
	4. State of Washington standard terms and conditions apply (available upon request) from initiator.	TAX: 8.90%	\$31,363.60
		TOTAL:	\$383,763.60

AGENCY APPROVAL (PRINT NAME) Derek.Strey	TELEPHONE NUMBER (425) 831-2500	AGENCY APPROVAL SIGNATURE	DATE 11/02/2023
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ABOVE PRODUCTS/SERVICE RECEIVED BY (PRINT NAME)	RECEIVER'S SIGNATURE	DATE RECEIVED
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DOC DATE	PMT DUE DATE	CURRENT DOC NO.	REF. DOC NO.	VENDOR NUMBER SWV0229244	USE TAX	UBI NUMBER
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ACCOUNT NUMBER	VENDOR MESSAGE
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% Amount	FUND	APPN INDEX	PROG INDEX	SUB OBJ	SUB SUB OBJ	ORG INDEX	ALLOC	MOS	PROJECT	SUB PROJ	PROJ PHAS	INVOICE DATE

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER
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## DCYF Purchase Order Terms and Conditions

The Contractor shall provide the goods and services described in this Purchase Order subject to the following terms and conditions, unless otherwise noted on the face of the Purchase Order. All additional or different terms proposed by the Contractor are objected to and hereby rejected unless otherwise provided in writing and signed by a duly authorized representative of the Agency.

### 1. DEFINITIONS.

- a. "DCYF" or "Department" means the Washington State Department of Children, Youth & Families, including any division, section, office, unit or other entity thereof, or any of the officers or other officials lawfully representing DCYF.
- b. "Contractor" means one not employed by the Department that is the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Purchase Order. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents. (DSHS language- "Contractor" means the individual, partnership, company, or corporation contractually obligated to provide the Deliverables described in this Purchase Order.)
- c. "Purchase Order" means a Department order for goods, services, or both goods and services (the "Deliverables") that becomes a binding contract upon written acceptance or performance by the Contractor, and that consists of the face of the Purchase Order and these Standard Terms and Conditions, and any other specifically referenced documents.

2. **ADVANCE PAYMENTS PROHIBITED.** No payments in advance or in anticipation of goods or services to be provided under this Purchase Order shall be made by DCYF.

3. **ANTITRUST.** The Contractor hereby assigns to DCYF any and all of its claims for price fixing or overcharges which arise under federal or state laws relating to the goods, products, or services acquired under this Purchase Order.

### 4. ASSIGNMENT.

- a. **ASSIGNMENT BY CONTRACTOR.** With the prior written consent of DCYF, which consent shall not be unreasonably withheld, the Contractor may assign this Purchase Order including the proceeds hereof, provided that such assignment shall not operate to relieve the Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to DCYF that may arise from any breach of the sections of this Purchase Order, or warranties made herein including but not limited to, rights of setoff.
- b. **ASSIGNMENT BY DCYF.** DCYF may assign this Purchase Order to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve DCYF of any of its duties and obligations hereunder.

5. **ATTORNEY FEES & COSTS.** In the event of litigation or other action brought to enforce this Purchase Order, each party agrees to bear its own attorney fees and costs.

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6. **CHOICE OF LAW AND VENUE.** This Purchase Order shall be governed by the laws of the State of Washington without regard to the conflict of law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Purchase Order and/or the use of the goods or services described herein must be resolved in the federal or state courts located in Washington. The Contractor agrees to the exclusive personal jurisdiction, and subject matter jurisdiction of these courts. Thurston County shall be the venue of any litigation arising out of this Purchase Order.
7. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**
- a. **ASSURANCES.** The Contractor agrees that all activity pursuant to this Purchase Order will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW).
  - b. **Civil Rights Laws.** During the performance of the Deliverables outlined in this Purchase Order, the Parties shall comply with all federal and state nondiscrimination laws including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (ADA).
  - c. In the event of the Contractor's or its Subcontractors' noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Purchase Order may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Purchase Orders with DCYF. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
8. **DEFAULT.** Contractor shall be in default if it is in material breach of any term or condition of this purchase order. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.
9. **DELIVERY, INSPECTION, REJECTION.**
- a. **SHIPPING AND RISK OF LOSS.** All goods subject to this purchase order shall be shipped F.O.B Destination.
  - b. **INSPECTION.** The Department's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of goods.
  - c. **REJECTION.** The Department may reject any non-conforming Deliverables by reasonably notifying the Contractor in writing.
10. **DISPUTES**
- a. Both DCYF and the Contractor ("Parties") agree to work in good faith to resolve all disputes at the lowest level possible.
  - b. Except as otherwise provided in this Purchase Order, when a dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either may request a Dispute Resolution Board ("DRB").
  - c. A request for a DRB must:
    1. Be in writing;
    2. State the disputed issues;

## DCYF Purchase Order Terms and Conditions

3. State the relative positions of the parties;
4. State the Contractor's name, address, and contact telephone number; and
5. Be mailed to the other party's (respondent's) Contract Manager after the Parties agree that they cannot resolve the dispute.
6. The respondent shall mail a written answer to the requester's Contract Manager within ten (10) business days of the receipt of the request for a DRB.
7. Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Purchase Order terms and applicable statutes and rules and make a determination by majority vote. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Purchase Order.
8. Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

### **11. ETHICS IN PUBLIC SERVICES ACT.**

- a. Notwithstanding any determination by the Executive Ethics Board or other tribunal, DCYF may, in its sole discretion, by written notice to the Contractor terminate this Purchase Order if it is found after due notice and examination by DCYF there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance under, this Purchase Order.
- b. In the event this Purchase Order is terminated as provided above, DCYF shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the terms of this Purchase Order by the Contractor. The rights and remedies of DCYF provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DCYF makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Purchase Order.

**12. LICENSING, ACCREDITATION AND REGISTRATION.** The Contractor and its Subcontractors shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of the Deliverables described in this Purchase Order.

**13. NONCOMPLIANCE WITH LAWS, REGULATIONS, OR POLICIES.** The Contractor shall be responsible for and shall pay any fines, penalties, or disallowances imposed on the State or Contractor arising from any noncompliance with the laws, regulations, policies, guidelines and Collective Bargaining Agreements that affect the Services, goods, or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or agents.

**14. OPPORTUNITY TO CURE.** Contractor shall have the right to cure the materiality of any breach prior to the time for performance under this Purchase Order. This right to cure terminates upon the time for performance.

### **15. REGISTRATION WITH DEPARTMENT OF REVENUE AND PAYMENT OF TAXES.**

- a. The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this

## DCYF Purchase Order Terms and Conditions

Purchase Order. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet the criteria to register and establish an account with the Department of Revenue. For more information the Contractor may refer to WAC 458-20-101 (Tax registration and tax reporting) or call the Department of Revenue directly. The Contractor must pay all other taxes including, but not limited to the Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, and personal property taxes levied or assessed on Contractor's personal property.

- b. All payments or liabilities accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

### 16. INTEGRATION & RULES OF PRECEDENCE.

- a. **INTEGRATION.** This Purchase Order contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise regarding the subject matter of this Purchase Order shall be deemed to exist or to bind any of the Parties hereto.
- b. **RULES OF PRECEDENCE.** In the event of an inconsistency in this Purchase Order, the inconsistency shall be resolved by giving precedence in the following order:
  - 1. The face of the Purchase Order
  - 2. The State Master Contract, if applicable
  - 3. The Purchase Order terms and conditions
  - 4. Any referenced Contractor quote or other document.

### 17. INVOICING & PAYMENT.

- a. **ADVANCE PAYMENT PROHIBITED.** No payments in advance or in anticipation of goods or services to be provided under this Purchase Order shall be made by the Department.
- b. **INVOICING.** Contractor shall provide original invoices. Each invoice shall reference the Purchase Order number. Invoices shall be properly annotated with applicable prompt payment discount(s).
- c. **IDENTIFICATION.** All invoices, packing slips, packages, correspondence, shipping notes, shipping containers, and other written documents relating to this Purchase Order shall be identified by the Purchase Order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

### 18. INDEMNIFICATION.

- a. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any Subcontractor or its employees.
- b. Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform under the Purchase Order. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

## DCYF Purchase Order Terms and Conditions

- c. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.
- d. Nothing in this Section (Section 14) shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Purchase Order or the scope of said insurance.

**19. INDEPENDENT CONTRACTOR.** The Parties intend that an independent contractor relationship will be created by this Purchase Order. The Contractor's staff or agents performing under this Purchase Order are not employees or agents of DCYF. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of DCYF or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

**20. INSURANCE.** The Contractor shall procure and maintain Worker's Compensation Insurance in the amount required by law. Contractor shall maintain General Liability Insurance at a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance at or above the amount required by law, at its own expense, for all work related to the Deliverables outlined in this Purchase Order.

**21. MODIFICATIONS.** This Purchase Order may be amended by mutual agreement of the Parties. Such modifications shall not be binding, unless they are in writing and signed by personnel authorized to bind each of the Parties.

### **22. PUBLICITY**

- a. The award of this Purchase Order to Contractor is not in any way an endorsement of Contractor or Contractor's Services by DCYF and shall not be so construed by Contractor in any advertising or publicity materials.
- b. Contractor agrees to submit to DCYF all advertising and publicity matters relating to this Purchase Order in which the State of Washington or DCYF's name, state seal or logo is mentioned or used or language is used from which a connection with the State of Washington or DCYF may, in DCYF's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DCYF.

### **23. REMEDIES.**

- a. With respect to any non-conforming Deliverables, DCYF may do one or more of the following:
  - 1. **SPECIFIC PERFORMANCE.** If the Deliverables are unique, sole sourced, or otherwise deemed by DCYF to be unavailable elsewhere, DCYF may demand specific performance.
  - 2. **COVER.** DCYF may obtain substitute Deliverables and charge the Contractor the difference between the cost of the substitute Deliverables and the contracted agreed upon price in this Purchase Order.
  - 3. **PRICE REDUCTION.** DCYF may retain non-conforming Deliverables and equitably reduce the price of the Purchase Order based on the difference between the contracted for price and fair market value of the non-conforming Deliverables.

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4. RETURN. DCYF may return or set aside for pickup by the Contractor any non-conforming goods and terminate this Purchase Order for cause.
- b. The Contractor shall be liable for all incidental and consequential damages caused by any breach of this Purchase Order.
  - c. DCYF's total liability for all damages arising out of or related to this Purchase Order shall in no event exceed the purchase price of this Purchase Order. Furthermore, in the event of a termination of this Purchase Order, DCYF's total liability for all damages arising out of or related to this Purchase Order shall not exceed the purchase price of the services rendered or the goods delivered prior to the effective date of this termination.
  - d. The rights and remedies provided by this Purchase Order are cumulative, and except as otherwise provided in this Purchase Order, are not exclusive of any other or additional rights or remedies provided by law.

### 24. SUBCONTRACTING

- a. **SUBCONTRACTOR APPROVAL BY DCYF.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Purchase Order without obtaining prior written approval from DCYF.
- b. **SUBCONTRACT TERMS AND CONDITIONS.** The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Purchase Order are included in any and all Subcontracts. The Contractor shall forward to DCYF upon request, copies of all subcontracts and other materials pertaining to any and all subcontracts.
- c. **PERFORMANCE.** Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to DCYF for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts shall be made in writing. Any failure of the Contractor or its Subcontractors to perform the obligations of this Purchase Order shall not discharge the Contractor from its obligations under this Purchase Order.

**25. SEVERABILITY.** In the event any provision of this Purchase Order is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

**26. TERMINATION.** Except as provided below, this Purchase Order shall terminate upon successful performance of all obligations by both Parties.

- a. **TERMINATION DUE TO CHANGE IN FUNDING.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Purchase Order and prior to normal completion, the Department may terminate the Purchase Order without advance notice, subject to renegotiation at the Department's discretion under the new funding limitations and conditions.
- b. **TERMINATION FOR CAUSE.** In the event the Department determines the Contractor is in default, the Department shall have the right to suspend or terminate the Purchase Order. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor was not in default; or the failure to perform was outside of its control, fault, or negligence.

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- c. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this Purchase Order, the Department may, by ten (10) days written notice, beginning on the second day after mailing, terminate this Purchase Order.
  
- 27. **WAIVER.** Failure by either Party to exercise its rights under this Purchase Order shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Purchase Order. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Purchase Order unless stated to be such in writing signed by personnel authorized to bind each of the Parties.
  
- 28. **WARRANTIES.** Contractor warrants that all Deliverables provided under this Purchase Order shall be fit for the purposes(s) for which they were intended, for merchantability, and shall conform to the requirements and specifications herein.