

State of Washington <b>DEPARTMENT OF ENTERPRISE SERVICES</b> <i>Attn:</i> Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411		<b>MASTER CONTRACT USAGE AGREEMENT</b>		
		MCUA No.:	K6810	
<b>INSERT ELIGIBLE PURCHASER NAME</b> Pioneer School District No. 402  Tax Identification No.: 91-1037957 Business Contact: Liz Winchell Tel: 360.426.9115 Ext. 3007 Email: <a href="mailto:Iwinchell@psd402.org">Iwinchell@psd402.org</a>	Type of Eligible Purchaser		Effective Date.	12/4 2020
	0	Washington state agency		
	X	Washington local governmental agency or entity		
	0	Federal governmental agency or entity		
	0	Tribe located in the State of Washington		

**MASTER CONTRACT USAGE AGREEMENT**

This Master Contract Usage Agreement ("Agreement") 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 the Pioneer School District No. 402, a Washington State public school governmental agency ("Eligible Purchaser") and is dated and effective as December 2, 2020.

RECITALS

- A. Enterprise Services, pursuant to its authority set forth in RCW 39.26.050(1), RCW 43.19.005(2), or the Interlocal Cooperation Act (RCW chap. 39.34), is authorized to enter into agreements with Washington state agencies, Washington local governmental agencies or entities, federal governmental agencies or entities, and tribes located in Washington state (each an "Eligible Purchaser") to enable such entities to utilize certain contracts for purchases of goods and/or services administered by Enterprise Services.
- B. The available contracts include competitively solicited and awarded (1) contracts developed and implemented by Enterprise Services on behalf of the State and (2) cooperative purchasing agreements developed or joined by Enterprise Services on behalf of the state (collectively "Master Contracts"). Enterprise Services maintains a list of all such Master Contracts at its [Master Contracts Webpage](#).
- C. All of the Master Contracts administered by Enterprise Services are available for use by Eligible Purchasers who execute a Master Contract Usage Agreement with Enterprise Services. Eligible Purchasers must comply with the contractual terms and conditions set forth in the Master Contract executed by Enterprise Services and the counterparty ("Contractor").
- D. Eligible Purchaser desires to contract with Enterprise Services to access and use the available Master Contracts subject to their terms and conditions.
- E. The purpose of the Agreement is to establish the terms and conditions to authorize Eligible Purchaser to use the available Master Contracts.

## AGREEMENT

Now THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **DURATION.** This Agreement is effective as of the effective date stated herein and shall continue in force unless terminated by either party upon thirty (30) calendar days prior written notice.
2. **ELIGIBLE PURCHASER REPRESENTATIONS AND WARRANTIES.** Eligible Purchaser makes each of the following representations and warranties as of the effective date of this Agreement and at the time any order is placed pursuant to any Master Contract that it uses. If, at the time of any such order, Eligible Purchaser cannot make such representations and warranties, Eligible Purchaser shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.
  - a. **ELIGIBLE PURCHASER STATUS.** Eligible Purchaser represents and warrants that, as set forth in RCW 39.26.050(1), RCW 43.19.005(2), or the Interlocal Cooperation Act (RCW chap. 39.34), it is an entity that is eligible to utilize Enterprise Services' Master Contracts.
3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY.** Eligible Purchaser understands and agrees that it shall: (a) deal directly with the Master Contract awarded Contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Master Contract, as authorized by this Agreement; and (b) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Master Contract.
4. **SEPARATE RESPONSIBILITY.** Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of the performance of this agreement and within the scope of their authority.
5. **RESOLVING PURCHASE DISPUTES.** The parties agree that, if there are any disputes between Eligible Purchaser and a Master Contract Contractor, Eligible Purchaser shall: (a) provide Enterprise Services written notice of the nature of the dispute including the efforts undertaken to resolve the dispute; and (b) unless otherwise provided in the Master Contract, work in good faith with the Contractor to resolve the dispute without the involvement of Enterprise Services. Enterprise Services may, upon request, review and assist in the resolution of a dispute, and, if Enterprise Services chooses to do so, Eligible Purchaser will cooperate with Enterprise Services in that resolution process. Enterprise Services, in its sole discretion, may elect to resolve disputes with a Contractor on behalf of Eligible Purchaser and all other users of the applicable Master Contract. In such event, Enterprise Services' resolution shall be binding.
6. **MASTER CONTRACT AUDITS COOPERATION.** Eligible Purchaser agrees to cooperate with Enterprise Services, the Office of the State Auditor, federal officials, or any third party authorized by law or contract, in any audit conducted by such party pertaining to any Master Contract(s) that Eligible Purchaser has made purchases from pursuant to this Agreement, including providing records related to any purchases from a Master Contract. Eligible Purchaser also agrees to provide, upon request from Enterprise Services, documentation to confirm its eligibility to use Master Contracts.
7. **GENERAL PROVISIONS.**
  - a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.
  - b. **INTEGRATED AGREEMENT.** This Agreement 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.
  - c. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
  - d. **AUTHORITY.** Each party to this Agreement, 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 Agreement

