



Washington State  
**DEPARTMENT OF  
ENTERPRISE SERVICES**

**COOPERATIVE PURCHASING AGREEMENT  
WASHINGTON/OREGON COOPERATIVE**

**No.27223**

**TRUCK MOUNTED SPRAYERS – FOR HERBICIDES AND DEICERS**

*For Use by Eligible Purchasers*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

J&K Associates

Dated August 1, 2024

**COOPERATIVE PURCHASING AGREEMENT  
WASHINGTON/OREGON COOPERATIVE**

**No. 27223**

**TRUCK MOUNTED SPRAYERS – FOR HERBICIDES AND DEICERS**

This Cooperative Purchasing Agreement (Cooperative Purchasing Agreement or “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 J&K Associates, a Washington company (“Contractor”) and is dated and effective as of August 1, 2024.

**RECITALS**

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including statewide contracts, for goods and/or services to support Washington state agencies (“Contract”). See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these 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. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer cooperative purchasing agreements. See RCW 39.26.050(1). Accordingly, pursuant to Washington’s Procurement Code for Goods/Services, RCW 39.26, and the Interlocal Cooperation Act, RCW 39.34, Enterprise Services and the State of Oregon have entered into an *Interstate Cooperative Agreement for Joint Participation In Each State’s Purchasing Program*. See *WA/OR Interstate Cooperative Agreement No. DASPS-56815-14* (dated January 1, 2015). The *WA/OR Interstate Cooperative Agreement* enables specified eligible purchasers to utilize certain of each state’s designated competitively solicited Contracts. The *WA/OR Interstate Cooperative Agreement* creates the opportunity for procurement efficiencies and cost savings as well as increasing potential use and marketplace incentives for vendors to contract with the states.
- C. Enterprise Services, on behalf of the State of Washington, in collaboration with the State of Oregon, as part of a competitive governmental procurement, issued Competitive Solicitation No.27223 dated January 19, 2024 to establish Cooperative Purchasing Agreements for Truck mounted Sprayers to enable eligible purchasers to procure - herbicide and deicer sprayers with tanks and associated equipment from the qualified awarded Contractors in a cost effective, efficient manner using the terms and conditions of the Cooperative Purchasing Agreement.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.

- E. Enterprise Services has determined that entering into this Cooperative Purchasing Agreement will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Cooperative Purchasing Agreement is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

## A G R E E M E N T

**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 Contract is sixty (60) months, commencing August 1, 2024 and ending July 31, 2029; *Provided*, however, that if Contractor is not in default and if, by June 1, 2025, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months, every two years. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Customer Service:	Customer service representative responsible for addressing Purchaser issues pertaining to this Cooperative Purchasing Agreement, will address the issues in timely manner; no longer than 48 hours to respond to phone/email inquiries.
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements</i> at § 4.
Vendor Management Fee:	Contractor timely remits 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 Contract term, Contractor shall not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required 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 Contract term, Contractor shall not be eligible for a performance-based extension.

**2. ELIGIBLE PURCHASERS.** This 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. ORCPP MEMBERS. Oregon Cooperative Purchasing Program (ORCPP) Members, which include the following Oregon entities:

- Cities, counties, school districts, and special districts;
- Qualified rehabilitation facilities and residential programs in contract with the Oregon Department of Human Services;
- Quasi-state agencies and independent state agencies with their own procurement authority;
- Public bodies created as governmental entities but not considered a unit of local or municipal government;
- Oregon constitutional offices;
- Specified Public Benefit Nonprofit Corporations; and
- American Indian tribes or agencies.

ORCPP Members do not include Oregon state agencies subject to the Oregon Department of Administrative Services’ procurement authority.

2.4. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a 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., public benefit nonprofit corporations as defined by RCW 24.03A.245 that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

**3. SCOPE – INCLUDED GOODS AND/OR SERVICES & PRICES.**

- 3.1. **CONTRACT SCOPE.** Pursuant to this 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 for Truck Mounted Sprayers - Herbicides and Deicers*. Contractor shall not represent to any Purchaser under this Cooperative Purchasing Agreement 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 Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
  - (b) **Services.** For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
  - (c) **Specifications.** Where applicable, specifications for Goods and/or Services are detailed in this 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 CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Cooperative Purchasing Agreement; *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 Cooperative Purchasing Agreement.
- 3.3. **PRICING.** The price model set forth in *Exhibit B – Prices for Truck Mounted Sprayers - Herbicides and Deicers* represents Contractor’s pricing for Truck Mounted Sprayers in the respective category (at the effective date of this Contract). Accordingly, the prices include all parts, supplies, and labor needed to complete the required service. Bidders are to specify prices per category for the contract term, which are subject to annual price adjustments.
- 3.4. **ECONOMIC ADJUSTMENT.** Beginning twelve (12) months after the effective date of this Contract and for every Contract anniversary thereafter, the prices set forth in *Exhibit B – Prices* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) 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. All calculations for the index shall be based upon the latest version of data published as of June 1 each year. Prices shall be adjusted on August 1. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this 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:

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

Price will be adjusted by a combination of BLS indexes, *see* the table below. The percent breakdown of prices totals 100% and is included in *Exhibit B -Prices for Goods*. Prices will be adjusted according to the breakdown percentage for each; tank, electronics, labor, misc. parts, steel, and plumbing.

COST FACTOR	BLS Index Used
<b>Tanks</b>	<u>WPU066</u> - Plastic resins and materials, not seasonally adjusted. <u>WPU0662</u> -Thermoplastic resins and plastics materials, not seasonally adjusted
<b>Electronics</b>	<u>WPU114302</u> - Fluid power valves, not seasonally adjusted
<b>Labor</b>	<u>CIU20130000005201</u> - Private industry workers in Nonunion, manufacturing
<b>Misc. Parts</b>	<u>WPU1141</u> - Pumps, compressors, and equipment, not seasonally adjusted
<b>Steel</b>	<u>WPU101</u> – Iron and steel, not seasonally adjusted
<b>Plumbing</b>	<u>WPU07210605</u> - Plastics plumbing fixtures, not seasonally adjusted

3.5. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Cooperative Purchasing Agreement, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Truck Mounted Sprayers - Herbicides and Deicers* (subject to economic adjustment as set forth herein).

3.6. **CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Cooperative Purchasing Agreement, 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 Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Agreement. 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 Cooperative Purchasing Agreement all required licenses, certifications, permits, authorizations, and

approvals necessary for Contractor's proper performance of this Cooperative Purchasing Agreement.

- 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 Cooperative Purchasing Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Agreement, 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.** 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 Cooperative Purchasing Agreement, 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.** 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. **CERTIFIED VETERAN-OWNED BUSINESS.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Certified Veteran-Owned Business as defined and set forth in Contractor's Bidder's Certification.
- 4.10. **PUBLIC CONTRACTS AND PROCUREMENT FRAUD.** Contractor represents and warrants that, within the three (3) year period prior to this Cooperative Purchasing Agreement, 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.

- 4.11. **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.
- 4.12. **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 Cooperative Purchasing Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.13. **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.
- 4.14. **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 Cooperative Purchasing Agreement with eligible Purchasers and to ensure that those entities that utilize this Cooperative Purchasing Agreement 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.
- 4.15. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Cooperative Purchasing Agreement 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.
- 4.16. **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 and/or Services that are the subject of this Cooperative Purchasing Agreement.
- 4.17. **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 Cooperative Purchasing Agreement.
- 4.18. **CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Cooperative Purchasing Agreement or a similar contract, is transitioned to another contractor (e.g., 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 Cooperative Purchasing Agreement for the sixty (60) day period immediately before such transition.



- 4.19. COOPERATIVE PURCHASING AGREEMENT. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is able to and shall provide truck mounted sprayers and services to all Eligible Purchasers, as specified herein, in the States of Washington & Oregon.

## **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 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 shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall 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. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program

automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. 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 shall offset the costs incurred from amounts owing to Contractor.

5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

**6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all OSHA and other applicable health and safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.

6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current 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 pursuant to this Contract.

6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, shall 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 shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall 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 Purchaser in any investigation of incidents.

- 6.5. 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, health and 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 shall be adequately trained and at all times comply with Purchaser's requirements.
- 6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

## **7. SUBCONTRACTORS.**

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Cooperative Purchasing Agreement, Contractor shall: (a) incorporate Contractor's responsibilities under this Cooperative Purchasing Agreement into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Cooperative Purchasing Agreement; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Cooperative Purchasing Agreement, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Cooperative Purchasing Agreement shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

## **8. USING THE COOPERATIVE PURCHASING AGREEMENT – PURCHASES.**

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Cooperative Purchasing Agreement, 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 Contract number. The terms of this Cooperative Purchasing Agreement shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement.

8.2. WORK ORDERS & PRICING.

- (a) UTILIZING THE CONTRACT EFFICIENTLY. Truck Mounted Sprayers may require special ordering of products and/or scheduling of additional labor. Accordingly, Purchasers, as much as possible, shall plan to schedule such services in advance. Similarly, Contractor shall endeavor to complete such services as expeditiously as possible. In using the Contract, Purchasers shall contact the Awarded Contractors in the needed category and request a quote/work order. Purchaser shall accept a quote/work order from the Contractor that best satisfies Purchaser's needs. In the event that Truck Mounted Sprayers require special ordering, the Contractor will notify the Purchaser and proceed, if purchaser agrees.
- (b) WORK ORDER. Prior to purchasing Truck Mounted Sprayers, Contractor shall provide Purchaser with a written work order detailing the work/services to be performed, the applicable cost for parts, supplies, materials, and labor hours, consistent with this Contract, and the time frame to complete the work.
- (c) WORK ORDER SCOPE. Contractor shall use the then current catalog to identify the correct parts, supplies, and materials to complete the order for Truck Mounted Sprayers
- (d) WORK ORDER COSTS/PRICING. Contractor shall utilize the then current catalog to provide pricing. The pricing will be presented to the Purchaser, and the Purchaser must approve the pricing. In addition, if goods provided are coming from a third party and if requested by Purchaser, Contractor shall provide Purchaser with copies of its invoices from the third party.

8.3. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Cooperative Purchasing Agreement, 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) *If delivering via third party*, Contractor shall ship all Goods and/or Services purchased pursuant to this Contract to FOB Purchaser's specified destination. Shipping cost, including all transportation and handling charges, shall be added to Purchaser's invoice as a separate line item. 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) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this 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.

- 8.4. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly shall 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.
- 8.5. CUSTOMER SERVICE. 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 Contract. Contractor shall notify contract administrator identified in section 10.1 within 5 business days with updated customer service contacts if any changes occur. All contacts must be current.

## **9. INVOICING & PAYMENT.**

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Cooperative Purchasing Agreement. Such invoices shall itemize the following:
  - (a) Contract No. 27223;
  - (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 Cooperative Purchasing Agreement prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. PAYMENT. Payment is the sole responsibility of, and shall 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 for Truck Mounted Sprayers – Herbicides and Deicers*, 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 shall not be considered late if a check or warrant is mailed within the time specified.

- 9.3. **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.
- 9.4. **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 Cooperative Purchasing Agreement.
- 9.5. **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.
- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this 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, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

## **10. CONTRACT MANAGEMENT.**

- 10.1. **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 Cooperative Purchasing Agreement. Enterprise Services' contract administrator shall provide contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Agreement. The parties may change contract administrators by written notice as set forth below.
- 10.2. 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: Nina Mesihovic  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: 360-407-2212

### **Contractor**

Attn: James E. Sauers  
J&K Associates  
323 2<sup>nd</sup> Ave,  
Snohomish, WA 98290  
Tel: (206) 940-6924

Email:  
DESContractsTeamMaple@des.wa.gov

Email: jimsauers@hotmail.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.

- 10.3. **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 Cooperative Purchasing Agreement.
- 10.4. **LEGAL NOTICES.** Any legal 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: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Email: greg.tolbert@des.wa.gov

**Contractor**

Attn: James E. Sauers  
J&K Associates  
PO Box 1602,  
Langley, WA 98260  
Email: jimsauers@hotmail.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.

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

- 11.1. **CONTRACT SALES REPORTING.** Contractor shall report total Contract sales quarterly for this Cooperative Purchasing Agreement to Enterprise Services, as set forth below.
- (a) **Contract Sales Reporting System.** Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall 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 Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	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

- 11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax) under this Cooperative Purchasing Agreement.

- (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 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 shall invoice Contractor quarterly based on 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 Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor’s failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this 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 Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.



- 11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:
- The Goods and/or 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
  - 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 Contract.

## 12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement or final payment for any order placed by a Purchaser against this Cooperative Purchasing Agreement, 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.
- 12.2. 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 Cooperative Purchasing Agreement or Purchase Orders placed by a Purchaser under this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement or final payment for any order placed by a Purchaser against this Cooperative Purchasing Agreement, 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.
- 12.3. 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 Cooperative Purchasing Agreement 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 x 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.

### **13. INSURANCE.**

- 13.1. **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 and/or Services and no additional payment shall be made to Contractor.
- 13.2. **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 Cooperative Purchasing Agreement. 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 Cooperative Purchasing Agreement, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall 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.

### **14. CLAIMS.**

- 14.1. **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 Cooperative Purchasing Agreement. 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 Contract.
- 14.2. **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") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Cooperative Purchasing Agreement. 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.

14.3. **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 and/or Services provided, or the use of the Goods and/or Services under this Cooperative Purchasing Agreement. If Purchaser's use of Goods and/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 and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

**15. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Agreement 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.

**16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

16.1. **TERMINATION.** This Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement; and (c) as otherwise expressly provided for in this Cooperative Purchasing Agreement. This Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement 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 shall

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 shall have no obligation or liability to Contractor.

- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Cooperative Purchasing Agreement; *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.
- 16.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Cooperative Purchasing Agreement, 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 Cooperative Purchasing Agreement. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Cooperative Purchasing Agreement that is executed prior to expiration of this Cooperative Purchasing Agreement allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Cooperative Purchasing Agreement.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Cooperative Purchasing Agreement, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement.
- 16.6. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Cooperative Purchasing Agreement:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Agreement;
  - (b) Contractor fails to timely report quarterly contract sales;
  - (c) Contractor fails to timely pay the vendor management fees when due;
  - (d) Contractor fails to maintain the insurance overages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
  - (e) Contractor breaches any representation or warranty provided herein.
- 16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Cooperative Purchasing Agreement, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement 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.

16.9. 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 shall 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 Cooperative Purchasing Agreement; or (c) damages subject to the Intellectual Property Indemnity section of this Cooperative Purchasing Agreement. Any limitation of either party's obligations under this Cooperative Purchasing Agreement, by delivery slips or other documentation is void.

16.10. 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 Cooperative Purchasing Agreement 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.

16.11. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows: (a) upon the mutual written agreement of the parties to the Purchase Order; (b) by the non-breaching party where the breach of the Purchase order 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 shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

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

- 17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Cooperative Purchasing Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. 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.
- 17.3. 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, shall do the following: Enterprise Services' Public Records Officer shall 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 shall 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 shall notify Contractor, at the address provided in the 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 shall 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.

## **18. GENERAL PROVISIONS.**

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Cooperative Purchasing Agreement.
- 18.2. 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 Cooperative Purchasing Agreement.

18.3. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Cooperative Purchasing Agreement, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Cooperative Purchasing Agreement pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Cooperative Purchasing Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Cooperative Purchasing Agreement in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Cooperative Purchasing Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

18.4. ENTIRE AGREEMENT. This Cooperative Purchasing 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.

- 18.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Purchasing Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.6. AUTHORITY. Each party to this Cooperative Purchasing 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 Cooperative Purchasing Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.7. 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 Cooperative Purchasing Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 18.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Cooperative Purchasing Agreement. Contractor and its employees or agents performing under this Cooperative Purchasing Agreement 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.
- 18.9. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement notwithstanding any prior assignment of its rights.
- 18.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR 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 Cooperative Purchasing Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Cooperative Purchasing Agreement, 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 and/or Services to Purchaser.

- 18.13. SEVERABILITY. If any provision of this Cooperative Purchasing Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Agreement, and to this end the provisions of this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement.
- 18.14. 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 Cooperative Purchasing Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Agreement 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.
- 18.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Cooperative Purchasing Agreement 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.
- 18.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Cooperative Purchasing Agreement, 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.
- 18.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Cooperative Purchasing Agreement, each party shall bear its own attorneys' fees and costs.
- 18.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement. Each term and provision of this Cooperative Purchasing Agreement to be performed by either party shall be construed to be both a covenant and a condition.

- 18.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Agreement.
- 18.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Agreement in their entirety.
- 18.22. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement nor the meaning of any provisions hereof.
- 18.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Cooperative Purchasing Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Agreement or such other ancillary agreement for all purposes.
- 18.24. COUNTERPARTS. This Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement.

EXECUTED as of the date and year first above written.

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

By: Nina Mesihovic  
Type Name  
Its: Title: Enterprise Contracts and  
Procurement Specialist 3  
Signature: *Nina Mesihovic*

**J&K ASSOCIATES,**  
**a Washington Company**

By: Jim Sauers  
Type Name  
Its: Title: Owner  
Signature: *Jim Sauers*

# Exhibit A -Included Goods

Competitive Solicitation No. 27-223 - Truck Mounted Sprayers		Bidder's Company Name J&K Associates		
Instructions for Exhibit B3 Specifications and Bidder Qualifications - Deicers - Large Tanks				
<p>1. Add bidder company name above and review Performance Requirements listed below.</p> <p>2. Select YES or NO if Bidder meets each requirement in Column D. Does Bidder meet requirement?</p> <p>3. In the Written Response Column E, give an answer that indicates a "Yes" to the question. If "No," provide a response that addresses how bidder meets the requirement. Limited responses may receive lower cost.</p> <p>4. Submit the exhibit as an Excel document without modifying the format or layout. If need to print out this document for any reason, please note this document is size Legal 8.5" x 14".</p> <p>Please note: Not following any of the specified instructions might be grounds for the bid to be considered non-responsive</p>				
Item/Requirement	Specifications and Bidder Qualifications	Points Available at Pass/Fail	Does Bidder Meet Requirement? Yes/No	Written Response
<b>General Specifications for Vehicles - Large Tanks</b>				
1	<b>Warranty and Training</b>			
1.1	The contractor will include the factory and/or manufacturer's one-year warranty, which shall cover 100% of parts and labor for the entire unit.	Pass/Fail	Yes	
2	During the warranty period, the Contractor may, upon notification of a warranty failure, authorize the Purchaser to make warranty repairs when it is advantageous to the Purchaser and the Contractor. The Contractor shall reimburse the Purchaser for all costs associated with the warranty repair.	Pass/Fail	Yes	
3	Should the Purchaser be authorized to make such warranty repairs, the Contractor agrees to fully reimburse for all parts, materials, labor, shipping, and travel costs. Purchaser shall provide Contractor with a detailed invoice, and Contractor agrees to send payment within thirty (30) days after receipt of invoice.	Pass/Fail	Yes	
4	During the warranty period, the Contractor will begin physical repairs on equipment failure within 72 hours of being notified by the Purchaser.	Pass/Fail	Yes	
5	The contractor will provide technical support and reasonable equipment modifications for 50 calendar days after the date the equipment is reported in service per manufacturer and/or factory warranty requirements.	Pass/Fail	Yes	
6	The contractor shall provide on-site instruction(s) to conduct eight (8) hours of operator training and eight (8) hours of repair technician training per unit delivered. Training sessions shall include, but not be limited to:	Pass/Fail	Yes	
6.1	a. Operator training is designed to familiarize personnel with the controls, safety features, operating characteristics, and operator checks and services.	Pass/Fail	Yes	
6.2	b. Operator training may include teaching operators shifting, acceleration, and braking techniques to maximize the operational effectiveness of the unit's power train configuration.	Pass/Fail	Yes	
6.3	c. Machine training shall be designed to familiarize service and repair technicians with preventative maintenance checks and services, system diagnostics procedures, repairs, adjustments, and any other equipment associated with the entire unit.	Pass/Fail	Yes	
6.4	d. All training shall be scheduled and coordinated with the ship to the address. Coordination will include dates, times, locations, number of students per session, number of sessions required, facilities, and training equipment and material.	Pass/Fail	Yes	
6.5	e. Individuals conducting training sessions will have a minimum of one year of experience in the performance, maintenance, and repair of the unit or be a factory manufacturer certified trainer.	Pass/Fail	Yes	
6.6	f. On-site supervisors or managers will evaluate training sessions to determine if it was adequate. If training is deemed inadequate, the Contractor will provide additional training sessions at no cost to the Purchaser.	Pass/Fail	Yes	
<b>General Specifications for All Systems</b>				
7	Owners: All tags and labels that are required to perform daily to 10-month preventative maintenance, after scheduled warranty service, or maintenance recommended by the Contractor, will be secured to the unit by a chain or other device.	Pass/Fail	Yes	
8	Equipment shall be new (unused) and current production model that requires no manufacturer or dealership modifications.	Pass/Fail	Yes	
9	All accessories and features shall be those supplied by the Original Equipment Manufacturer (OEM).	Pass/Fail	Yes	
10	Any accessories, features, or operational performance required by FMVSS, Washington State Motor Vehicle Laws, CISHA, or WSPA Laws or mandates that apply to the equipment shall be provided by the manufacturer.	Pass/Fail	Yes	
11	All units shall be of the same design and quality as those sold through normal retail channels and shall meet or exceed all applicable federal, state, and local regulations for standard retail units.	Pass/Fail	Yes	
12	Units shall meet all Washington State Department of Transportation (WSDOT) standards.	Pass/Fail	Yes	
13	Each unit shall be delivered with an operator's manual.	Pass/Fail	Yes	
14	The contractor shall supply a service and parts manual for each unit.	Pass/Fail	Yes	
15	The operator(s) station(s), including safety device, controls, and gauges shall be accessible, readable, and visible to the operator without distracting from the safe operational requirements of the equipment.	Pass/Fail	Yes	
16	Provisions for driver points are acceptable units.	Pass/Fail	Yes	
<b>Hydraulic Systems</b>				
17	All hoses, parts, and plumbing connections shall have either retained covers, quick disconnects, or electrical safety.	Pass/Fail	Yes	
18	Hose, Wire, and Tube Routing shall not require normal maintenance and adjustment of the unit. Hoses, wires, and tubes shall be accurate and neatly positioned. Goals in hoses, wires, and/or tubing are not acceptable.	Pass/Fail	Yes	
<b>General Vehicle Requirements</b>				
19	Distortion of assembled parts is not acceptable. All welds will have proper penetration and be relatively uniform in appearance.	Pass/Fail	Yes	
20	All welds shall provide a finish to meet finish, using proper flux and/or welding materials.	Pass/Fail	Yes	
21	Continuous welds shall be fused otherwise possible and practical.	Pass/Fail	Yes	
<b>Medium Specifications</b>				
22	The complete spray unit shall be chassis-mounted.	Pass/Fail	Yes	
23	All electrical and hydraulic connections will be a quick disconnect style.	Pass/Fail	Yes	
<b>Water Tank Specifications</b>				
24	Unit shall provide one of the following capacity units:	Pass/Fail	Yes	
24.1	a. 500-999 Gallons	Pass/Fail	Yes	
24.2	b. 1,000-1,999 Gallons	Pass/Fail	Yes	
24.3	c. 1,000-2,949 Gallons	Pass/Fail	Yes	
24.4	d. 3,000+ Gallons	Pass/Fail	Yes	
25	Unit shall be constructed of polypropylene.	Pass/Fail	Yes	
26	Unit shall have two baffles (ports) located in the tank. Large baffles or baffles both are acceptable.	Pass/Fail	Yes	
27	Unit shall have a standard 2" control valve connected to the bottom fill system.	Pass/Fail	Yes	
28	Tank drain shall be positioned for easy access and to accommodate drainage of the chemical tanks and plumbing.	Pass/Fail	Yes	
29	Unit shall have a view-type sight gauge on the rear of the tank that is calibrated in 50-gallon increments.	Pass/Fail	Yes	
30	Unit shall have a minimum 8" diameter manhole with a suitable top.	Pass/Fail	Yes	
31	The tank shall have a bypass agitation system capable of mixing and suspending wettable powders.	Pass/Fail	Yes	
32	Unit shall have a bypass system for mixing and suspending wettable powders.	Pass/Fail	Yes	
33	All main tank mounting hardware, straps, ladders, nuts, bolts, washers, etc. shall be stainless steel, one-point, or galvanized.	Pass/Fail	Yes	
<b>Chemical Tank Specifications</b>				
34	Tanks shall be mounted to allow filling and venting from the ground.	Pass/Fail	Yes	
35	Tanks, associated valves, and plumbing shall be constructed to prevent freezing and abnormal wear.	Pass/Fail	Yes	
36	Tanks including the main carrier tank shall be equipped with an in-line shut-off valve, to stop the flow of material down the line.	Pass/Fail	Yes	
<b>High Pressure, High Volume Water Pump Specifications</b>				
37	All tanks associated with this unit shall be mounted, to ground, to prevent damage to any other unit. All tanks shall be mounted to ground, to prevent damage to any other unit.	Pass/Fail	Yes	
38	The pump shall be able to accomplish the functional requirements of the entire unit. All High-Pressure pumps shall be electrically operated.	Pass/Fail	Yes	
39	Flow shall be in-line, electrically operated, and shall be in-line, electrically operated, and shall be in-line, electrically operated.	Pass/Fail	Yes	
<b>Water Pump Power System Specifications</b>				
40	The hydraulic system shall have a minimum capacity, which shall be electrically operated.	Pass/Fail	Yes	
41	There shall be an in-line, electrically operated, and shall be in-line, electrically operated, and shall be in-line, electrically operated.	Pass/Fail	Yes	
42	Unit shall have a pulse width modulator between the hydraulic pump and all hydraulic motors available.	Pass/Fail	Yes	
<b>Service Unit Specifications</b>				
43	Unit shall be equipped with a system capable of distributing water tank mixed anti-icing material. The system shall be controlled by the driver, from America, from America, or purchased approved equivalent control console, which controls all spray functions.	Pass/Fail	Yes	
44	The anti-icing system shall be operated by the main tank water pump, with flow controls and a range of 1 to 100 GPM minimum.	Pass/Fail	Yes	
45	The on-board boom shall consist of a rear-mounted spray bar for center lane widths, and manifold assemblies on each end for left and right widths.	Pass/Fail	Yes	
46	The nozzle assemblies on the main center bar shall have adequate spacing to accommodate one lane of coverage. The main center spray bar shall have quick-change capability on each of the three sections.	Pass/Fail	Yes	
47	Unit shall be equipped with stainless steel, poly, brass or cast brass nozzles for de-icing applications.	Pass/Fail	Yes	
48	Boom hardware shall be removable from the nozzle into the spray unit and have adjustable height.	Pass/Fail	Yes	
49	Booms feeding the three sections to be applied to the boom shut-off valves.	Pass/Fail	Yes	
50	16. The system shall allow for maximum (without pressure drop) applications of 50 gallons per lane mile (three lanes considered) at 45 MPH and a minimum application of 15 gallons per lane mile (single lane) at 25MPH without changing nozzles.	Pass/Fail	Yes	
51	GPI or Radar speed sensor. Radar sensor to be dual beam, horizontally mounted in a vibration dampening enclosure. Radar gun to be capable of speed up to 65 MPH, (50 MPH gun not acceptable). To include all cable required for operation.	Pass/Fail	Yes	
52	All connections between the unit and truck shall be of a quick disconnect type.	Pass/Fail	Yes	
53	The spray bar shall have the ability to spray, center-left-right, or center only. Shall be 102 inches in width.	Pass/Fail	Yes	
54	The system shall be capable of self-loading from a Purchaser's storage facility.	Pass/Fail	Yes	
55	The main tank shall be capable of withstanding and carrying de-icing materials at 12 lbs. per gallon.	Pass/Fail	Yes	
56	When in de-ice mode the computer method will be in 25MPH.	Pass/Fail	Yes	
<b>Parts</b>				
57	Bidder must have available either Original Equipment Manufacturer (OEM) parts or parts otherwise acceptable to the Purchaser.	Pass/Fail	Yes	
58	Purchaser must be able to purchase parts separate from entire setup. If part unavailable for purchase, Bidder must provide information about alternatives and work with Purchaser in acquiring a part or a replacement part acceptable to Purchaser.	Pass/Fail	Yes	
59	The total price for parts must be the same regardless of whether Purchaser make payment by cash, credit card, or electronic payment.	Pass/Fail	Yes	
60	Parts must be delivered to location specified in Purchase Order. Delivery fees are allowed in a separate line item on parts that are ordered separately as opposed to a complete setup.	Pass/Fail	Yes	
<b>Detail Requirements</b>				
61	All related electrical components shall be equipped with quick disconnect Weatherpack or equivalent.	Pass/Fail	Yes	
62	Provide sealed service disconnect points between the spray unit and the control head.	Pass/Fail	Yes	
63	The pressure gauges utilized on this unit shall be liquid-filled high-pressure gauges.	Pass/Fail	Yes	
64	A hot-dip galvanized process shall be utilized on the unit before acceptance.	Pass/Fail	Yes	
65	The unit shall be non-disposable.	Pass/Fail	Yes	
66	Provide customer technical support, have parts availability, and system knowledge.	Pass/Fail	Yes	
<b>Bidder Qualifications - Non-cost Points</b>				
67	Do you offer warranty for purchased product that is longer than 1 year?	100	Yes	
68	Do you have parts in stock that could be available within 48 hours?	100	Yes	
69	Do you offer aggregated orders to minimize delivery charges? If yes, please describe.	100	Yes	
70	What is a minimum for aggregated orders for aggregated orders?	100	Yes	
71	What is your customer service response time to customers emergency inquiry? Please provide written response. (Emergency is defined as dangerous situation that requires immediate attention)	N/A	Yes	24/7
72	What is your customer service response time to customers routine inquiry? Please provide written response.	N/A	Yes	24/7

## Exhibit B - Included Goods

Competitive Solicitation No.		27223 - Truck Mounted Sprayers		
Bidder's Company Name:				
<b>Instructions for Exhibit B4 Specifications and Bidder Qualifications - Deicers - Small Tanks</b>				
1. Add bidder company name above and review Performance Requirements listed below. 2. Answer YES or NO if Bidder meets each requirement in Column D: Does bidder meet requirement? 3. In the Written Response Column E for every requirement that indicates a "Written Response Required," provide a response that addresses how bidder meets the requirement. Limited responses may receive low 4. Submit the exhibit as an Excel document without modifying the format or layout. If need to print out this document for any reason, please note this document is size Legal 8.5" x 14"				
Please note: Not following any of the specified instructions might be grounds for the bid to be considered non-responsive.				
Inquiry	Specifications and Bidder Qualifications	To Be Completed by Bidder	Points Available or Does Bidder Meet	Written Response
<b>General Specifications for Herbicides - Large Tanks</b>				
<b>Warranty and Training</b>				
1	The contractor will include the factory and/or manufacturer's one-year warranty, which shall cover 100% of parts and labor for the entire unit.	Pass/Fail	Yes	
2	During the warranty period, the Contractor may, upon notification of a warranty failure, authorize the	Pass/Fail	Yes	
3	Should the Purchaser be authorized to make such warranty repairs, the Contractor agrees to fully reimburse for all parts, materials, labor, shipping, and travel costs. Purchaser shall provide Contractor with a detailed invoice, and Contractor agrees to remit payment within thirty (30) days after receipt of invoice.	Pass/Fail	Yes	
4	During the warranty period, the Contractor will begin physical repairs on equipment failures within 72	Pass/Fail	Yes	
5	The contractor will provide technical support and reasonable equipment modifications for 90 calendar days after the date the equipment is reported in-service per manufacturer and/or factory warranty requirements.	Pass/Fail	Yes	
6	The contractor shall provide on-site instructor(s) to conduct eight (8) hours of operator training and	Pass/Fail	Yes	
7	a. Operator training is designed to familiarize personnel with the controls, safety features, operating characteristics, and operator checks and services.	Pass/Fail	Yes	
8	b. Operator training may include teaching operators shifting, acceleration, and braking.	Pass/Fail	Yes	
9	c. Mechanic training shall be designed to familiarize service and repair technicians with preventative maintenance checks and services, system diagnostics procedures, repairs, adjustments, and any unique requirements associated with the entire unit.	Pass/Fail	Yes	
10	d. All training shall be scheduled and coordinated with the ship to the addressee.	Pass/Fail	Yes	
11	e. Individuals conducting training sessions will have a minimum of one year of experience in the performance, maintenance, and repair of the unit or be a factory/manufacturer-certified trainer.	Pass/Fail	Yes	
12	f. On-site supervisors or managers will evaluate training sessions to determine if it was	Pass/Fail	Yes	
<b>General Specifications for all Sprayers</b>				
13	Covers: All caps and covers that will be removed to perform daily to bi-weekly preventative	Pass/Fail	Yes	
14	Equipment shall be new (unused) and a current production model that requires no manufacturer or dealership modifications.	Pass/Fail	Yes	
15	All accessories and features shall be those supplied by the Original Equipment Manufacturer (OEM).	Pass/Fail	Yes	
16	Any accessories, features, or operational performance required by FMVSS, Washington State Motor Vehicle Laws, OSHA, or WSHA Laws or mandates that apply to the equipment shall be provided by the manufacturer.	Pass/Fail	Yes	
17	All units shall be of the same design and quality as those sold through normal retail channels and shall	Pass/Fail	Yes	
18	Unit shall meet all Washington State Bridge laws in a fully loaded condition.	Pass/Fail	Yes	
19	Each unit shall be delivered with an operator's manual.	Pass/Fail	Yes	
20	The contractor shall supply a service and Parts Manual for each unit.	Pass/Fail	Yes	
21	The operator(s) station(s), including safety devices, controls, and gauges shall be accessible, readable,	Pass/Fail	Yes	
22	Provide tie-down points on removable units.	Pass/Fail	Yes	
<b>Hydraulic Systems</b>				
23	All hoses, ports, and plumbing connections shall have either retained covers, quick disconnects, or protective caps.	Pass/Fail	Yes	
24	Hose, Wire, and Tube Routing shall not impede normal maintenance and adjustment of the unit. Hoses	Pass/Fail	Yes	
<b>General Welding Requirements</b>				
25	Distortion of assembled parts is not acceptable. All welds will have proper penetration and be relatively	Pass/Fail	Yes	
26	All welds shall provide a metal-to-metal bond, using proper flux and/or welding materials.	Pass/Fail	Yes	
27	Continuous welds shall be used wherever possible and practical.	Pass/Fail	Yes	
<b>Platform Specifications</b>				
28	The complete spray unit shall be chassis mounted.	Pass/Fail	Yes	
29	All electrical and hydraulic connections will be a quick disconnect style.	Pass/Fail	Yes	
<b>Water Tank Specifications</b>				
30	Shall provide each of the following capacity units:	Pass/Fail	Yes	
31	a. 400-499 Gallons	Pass/Fail	Yes	
32	b. 300 -399 Gallons	Pass/Fail	Yes	
33	c. 200 Gallons and below	Pass/Fail	Yes	
34	Shall be constructed of polypropylene.	Pass/Fail	Yes	
35	Shall have two baffles equidistantly spaced in the tank. Surge baffles or baffle balls are acceptable.	Pass/Fail	Yes	
36	Shall have a standard 2" camlock style connector for the hydrant fill system.	Pass/Fail	Yes	
37	Tank drain shall be positioned for easy access and to accommodate drainage of the chemical tanks and	Pass/Fail	Yes	
38	Shall have a view-type sight gauge on the rear of the tank that is calibrated in 50 gallon increments.	Pass/Fail	Yes	
39	Shall have a minimum 8" diameter manhole with a sealable top.	Pass/Fail	Yes	
40	The tank shall have a bypass agitation system capable of mixing and suspending wettable powders.	Pass/Fail	Yes	
41	Shall have a hydrant type minimum 2" male cam connections	Pass/Fail	Yes	
42	All main tank mounting hardware, straps, saddles, nuts, bolts washers, etc. shall be stainless steel, zinc plated, or galvanized.	Pass/Fail	Yes	
<b>Chemical Tank Specifications</b>				
43	Tanks shall be mounted to allow filling and servicing from the ground.	Pass/Fail	Yes	
44	Tanks, associated valves, and plumbing shall be supported to prevent flexing and abnormal wear.	Pass/Fail	Yes	
45	All tanks including the main carrier tank shall be equipped with an in-line shut-off valve, to stop the flow of material down the line.	Pass/Fail	Yes	
46	All tanks associated with this unit shall be sealed, to prevent leakage of any type. In addition, the tanks shall be drilled in any tank for the attachment of the tank to the platform.	Pass/Fail	Yes	
<b>Medium Pressure, High Volume Water Pump Specifications</b>				
47	The pump shall be able to accomplish the functional requirements of the entire unit bid. A Hydro-	Pass/Fail	Yes	
48	There shall be an in-line strainer, with a bypass installed on the pressure side of the pump to protect the spray system and eliminate the possibility of pump cavitation.	Pass/Fail	Yes	
<b>Water Pump Power System Specifications</b>				
49	The hydraulic system shall have in-cab controls available, which shall be electrically operated.	Pass/Fail	Yes	
50	Shall have a pulse width modulator between the hydraulic pump and all hydraulic motors available.	Pass/Fail	Yes	
<b>Spray Head Specifications</b>				
51	Shall be a two section mounting and spray head assembly. Each spray head shall be	Pass/Fail	Yes	
52	Shall have a pedestal mounting base to allow spraying on both left and right sides, located near the rear of chassis.	Pass/Fail	Yes	
53	The bracket will support the spray head or the nozzle of any hose or component.	Pass/Fail	Yes	
54	All spray beams will not penetrate past the confines of the tank body.	Pass/Fail	Yes	
55	The spray head shall be designed to rotate around the tank body.	Pass/Fail	Yes	
56	The spray head shall be designed to rotate around the tank body.	Pass/Fail	Yes	
57	The spray head shut-off valves shall be compatible with all products used by Purchaser and can-	Pass/Fail	Yes	
58	Shall be mounted to the spray head on both sides of the unit to the upper. The	Pass/Fail	Yes	
59	Shall be mounted to the spray head on both sides of the unit to the upper. The	Pass/Fail	Yes	
60	Shall be mounted to the spray head on both sides of the unit to the upper. The	Pass/Fail	Yes	
<b>Deicer System Specifications</b>				
61	Unit shall be equipped with a system capable of distributing water tank mixed anti-icing material. The system shall be controlled by the Raven, Force America, VarTech, or purchaser-approved equivalent control console, which controls all spray functions.	Pass/Fail	Yes	
62	The anti-icing system shall be operated by the main tank water pump, with flow controls and a range of	Pass/Fail	Yes	
63	The de-ice boom shall consist of a rear-mounted spray bar for center lane swaths, and manifold	Pass/Fail	Yes	
64	assemblies on each end for left and right swaths.	Pass/Fail	Yes	
65	The nozzle assemblies on the main center bar shall have adequate spacing to accommodate one lane at	Pass/Fail	Yes	
66	Shall be equipped with stainless steel, poly, brass or Jet Stream Nozzles for de-icing applications.	Pass/Fail	Yes	
67	Boom hardware shall be removable from the receiver into the spray unit and have adjustable height.	Pass/Fail	Yes	
68	Hoses feeding the three sections to be coupled to the boom shut-off valves.	Pass/Fail	Yes	
69	is. The system shall allow for maximum (without pressure drop) applications of 50 gallons per lane.	Pass/Fail	Yes	
70	GPS or Radar speed sensor: Radar sensor to be dual beam, horizontally mounted in a vibration dampening enclosure. Radar gun to be capable of speed up to 65 MPH, (30 MPH gun not acceptable).	Pass/Fail	Yes	
71	To include all cables required for operation.	Pass/Fail	Yes	
72	All connections between the unit and truck shall be of a quick disconnect type.	Pass/Fail	Yes	
73	The spray bar shall have the ability to spray, center-left-right, or center only. Shall be 102 inches in width.	Pass/Fail	Yes	
74	The system shall be capable of self-loading from a Purchaser's storage facility.	Pass/Fail	Yes	
75	The main tank shall be capable of withstanding and carrying de-icing materials at 12 lbs. Per gallon	Pass/Fail	Yes	
76	When in de-icer mode the computer readout will be in GPM.	Pass/Fail	Yes	
<b>Parts</b>				
77	Bidder must have available either Original Equipment Manufacturer (OEM) parts or parts otherwise	Pass/Fail	Yes	
78	Purchasers must be able to purchase parts separate from entire setup. If part unavailable for purchase, bidder must provide information about alternatives and work with Purchaser in acquiring a part or a replacement part acceptable to Purchaser.	Pass/Fail	Yes	
79	The total price for parts must be the same regardless of whether Purchaser make payment by cash,	Pass/Fail	Yes	
80	Parts must be delivered to location specified in Purchase Order. Delivery fees are allowed as a separate line item on parts that are ordered separately as opposed to a complete setup.	Pass/Fail	Yes	
<b>Special Requirements</b>				
81	All related electrical components shall be equipped with quick disconnect Weatherpack or equivalent (or better) connectors for removal of the spray unit from the chassis.	Pass/Fail	Yes	
82	Provide sealed harness disconnect points between the spray unit and the control head.	Pass/Fail	Yes	
83	The pressure gauges utilized on this unit shall be liquid-filled high-pressure gauges.	Pass/Fail	Yes	
84	A hot dip galvanized process shall be utilized on the unit before acceptance.	Pass/Fail	Yes	
85	The unit shall be hot dip galvanized.	Pass/Fail	Yes	
86	Provide customer technical support, have parts availability, and systems knowledge.	Pass/Fail	Yes	
<b>Bidder Qualifications - Non-cost Points</b>				
87	Do you offer warranty for purchased product that is longer than 1 year?	100	No	
88	Do you keep parts in stock that could be available within 48 hours?	100	Yes	
89	Do you offer aggregated orders to minimize delivery charges? If so, please describe.	100	Yes	
90	What is a minimum for aggregated order to minimize delivery fees? Please provide written response.	N/A		Multiple of three, call for current freight rate.
91	What is your customer service response time to customers emergency inquiry? Please provide written response. (Emergency is unlikely and dangerous situation that requires immediate attention)	N/A		ASAP
92	What is your customer service response time to customers routine inquiry? Please provide written	N/A		ASAP

## Exhibit C - Prices

Vendor Name:
J&K Associates

### Category 2 - DEICER SPRAYERS Sub Category - Large Tanks

#### SECTIONS:

##### 1A - Delivery:

Do you:	
Deliver goods via third party or from out-of-state?	Deliver goods yourself? (tanks and sprayers mounted at Contractor's location, delivered by Contractor)
X	

Please check with X if you are delivering yourself, via third party or both. If delivering yourself, DO NOT FILL OUT DELIVERY FEE FOR BELOW, simply skip to Prices. The DELIVERY price, if delivering yourself, will include delivery in

\*If delivering via a third party or from out of the state, please denote a price per mile. Delivery fee, including all transportation and handling charges to Destination, shall be added to

##### 1B - Delivery Fee:

Delivery Fee Per Mile
\$1.72

Delivery Destinations	Approx. Miles to Destination
Olympia	1400.00
Seattle	1400.00
Spokane	1400.00
Portland, OR	1400.00

- Please enter delivery cost per mile.  
- Please enter approximate mileage from the warehouse to the

\*Instructions: If you have more than one product in any of the sizes, choose and price the largest one; list the others under Options.

##### 2 - SPRAYER TANKS

Contract 27223- Truck Mounted Sprayers		
PRODUCTS AND CONTRACT PRICES		
SPRAYER TANK	DESCRIPTION	BASE PRICE
500-999 GI Tank	Mfg: VariTech Brand/Model: 925 Gallon Galvanized 3 Lane	\$15,424.00
1000-1599 GI Tank	Mfg: VariTech Brand/Model: 1325 Gallons Galvanized 3 Lane	\$22,691.00
1600 - 2349 GI Tank	Mfg: VariTech Brand/Model: 1850 Gallons Galvanized 3 Lane	\$25,023.00
2350+ GI Tank	Mfg: VariTech Brand/Model: 3400 Gallons Galvanized 3 Lane	\$48,736.00
Total		\$ 111,874.00

Please enter Price (\$) for each size. If you have more than one product in any of the sizes, choose and price the largest one; list the others under Options. Total (in Yellow) will be used as the evaluating price.

Delivery ARO (in Days):
90

##### 3 - PERCENT BREAKDOWN OF THE BID PRICE

500-999 GI Tank, % breakdown of the Total Base Price		
COST FACTOR	PERCENT (%) OF PRICE	
Tanks		21%
Electronics		25%
Labor		7%
Misc. Parts		2%
Steel		25%
Plumbing		20%
Total		100%

1000-1599 GI Tank, % breakdown of the Total Base Price		
COST FACTOR	PERCENT (%) OF PRICE	
Tanks		21%
Electronics		25%
Labor		7%
Misc. Parts		2%
Steel		25%
Plumbing		20%
Total		100%

Please break down, in Percent, total base price per tanks size. What percent of the price is for each cost factor? Total must equal 100%. This breakdown will not be used to evaluate the bidders; it will only be used for annual price adjustment calculations. Do this for all sizes in category(s) you are bidding on.

1600 - 2349 GI Tank, % breakdown of the Total Base Price		
COST FACTOR	PERCENT (%) OF PRICE	
Tanks		21%
Electronics		25%
Labor		7%
Misc. Parts		2%
Steel		25%
Plumbing		20%
Total		100%

2350+ GI Tank, % breakdown of the Total Base Price		
COST FACTOR	PERCENT (%) OF PRICE	
Tanks		21%
Electronics		25%
Labor		7%
Misc. Parts		2%
Steel		25%
Plumbing		20%
Total		100%

##### 4 - OPTIONS

NON-EVALUATED OPTIONS		
ITEM	DESCRIPTION	UNIT PRICE
535 Gallon	535 Gallon	\$15,424.00
1035 Gallon	1035 Gallon	\$20,739.00
1635 Gallon	1635 Gallon	\$25,022.00
2600 Gallon	2600 Gallon	\$34,732.00
AI Hose Reel Assy For AI200 Or AI400 Units	AI Hose Reel Assy For AI200 Or AI400 Units	\$1,190
3 Tier Csx Herbicide Spray Bar Pkg	3 Tier Csx Herbicide Spray Bar Pkg	\$1,517.00
Sight Level Gauge Kit For AI Tanks	Sight Level Gauge Kit For AI Tanks	\$ 85.00

\*Add more lines if necessary, please do not add more than 10

## Exhibit C - Prices

Vendor Name:
J&K Associates

### Category 2 - DEICER SPRAYERS Sub Category - Small Tanks

#### SECTIONS:

##### 1A - Delivery:

Do you:	
Deliver goods via third party or from out-of-state?	Deliver goods yourself? (tanks and sprayers mounted at Contractor's location, delivered by Contractor)
X	

Please check with X if you are delivering yourself, via third party or both. If delivering yourself, **DO NOT FILL OUT DELIVERY FEE ROW BELOW**, simply skip to Prices. The DELIVERY price, if delivering yourself, will include delivery in

\*If delivering via a third party or from out of the state, please denote a price per mile. Delivery fee, including all transportation and handling charges to Destination, shall be added to

##### 1B - Delivery Fee:

Delivery Fee Per Mile
\$1.72

Delivery Destinations	Approx. Miles to Destination
Olympia	1400.00
Seattle	1400.00
Spokane	1400.00
Portland, OR	1400.00

- Please enter delivery cost per mile.  
- Please enter approximate mileage from the warehouse to the

\*Instructions: If you have more than one product in any of the sizes, choose and price the largest one; list the others under Options

##### 2 - SPRAYER

Contract 27223- Truck Mounted Sprayers			
PRODUCTS AND CONTRACT PRICES			
SPRAYER TANK	DESCRIPTION	BASE PRICE	
499 - 400 GI Tank	Mfg: VeriTech Brand/Model: 400 Gallon Galvanized 3 Lane	\$	15,323.00
399 - 300 GI Tank	Mfg: VeriTech Brand/Model: 305 Gallon Galvanized 3 Lane	\$	14,741.00
299 GI Tank and below	Mfg: VeriTech Brand/Model: 200 Gallon Galvanized 3 Lane	\$	14,232.00
Total		\$	44,296.00

Please enter Price (\$) for each size. If you have more than one product in any of the sizes, choose and price the largest one; list the others under Options. Total (in Yellow) will be used as the evaluating price.

Delivery ARO (in Days):
90

##### 3 - PERCENT BREAKDOWN OF THE BID PRICE

400 - 499 GI Tank % breakdown of the Total Base Price		
COST FACTOR	PERCENT (%) OF PRICE	
Tanks		21%
Electronics		25%
Labor		7%
Misc. Parts		2%
Steel		25%
Plumbing		20%
Total		100%

300 - 399 GI Tank % breakdown of the Total Base Price		
COST FACTOR	PERCENT (%) OF PRICE	
Tanks		21%
Electronics		25%
Labor		7%
Misc. Parts		2%
Steel		25%
Plumbing		20%
Total		100%

Please break down, in Percent, total base price per tanks size. What percent of the price is for each cost factor? Total must equal 100%. This breakdown will not be used to evaluate the bidders; it will only be used for annual price adjustment calculations. Do this for all sizes in category(s) you are bidding on.

299 GI Tank and below % breakdown of the Total Base Price		
COST FACTOR	PERCENT (%) OF PRICE	
Tanks		21%
Electronics		25%
Labor		7%
Misc. Parts		2%
Steel		25%
Plumbing		20%
Total		100%

##### 4 - OPTIONS

NON-EVALUATED OPTIONS			
ITEM	DESCRIPTION	UNIT PRICE	
Al Hose Reel Assy For Ai200 Or Ai400 Units	Al Hose Reel Assy For Ai200 Or Ai400 Units	\$	1,190.00
3 Tier Csa Herbicide Spray Bar Pkg	3 Tier Csa Herbicide Spray Bar Pkg	\$	1,517.00
Sight Level Gauge Kit For Al Tanks	Sight Level Gauge Kit For Al Tanks	\$	85.00

\*Add more lines if necessary, please do not add more than 10

### INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Cooperative Purchasing Agreement, 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.

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.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above) 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 Cooperative Purchasing Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Agreement, 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, shall result in Contractor suspension and/or cooperative purchasing agreement termination. **All policies and certificates of insurance shall include the Cooperative Purchasing Agreement number stated on the cover of this Cooperative Purchasing Agreement.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services, at the email address set forth below:

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

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

**Contract Insurance Certificate – Statewide Contract No. 27223 –  
Truck Mounted Sprayers - Herbicides and Deicers**

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. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **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.
8. **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 Cooperative Purchasing Agreement number stated on the cover of this Cooperative Purchasing Agreement.
9. **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 Cooperative Purchasing Agreement.

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





FORCAME-01

SBERGUM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Solutions Insurance Agencies 215 N Central Ave Suite 6 Duluth, MN 55807	CONTACT NAME: <b>Samantha Bergum</b>	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: <b>sbergum@solutionsagencies.com</b>	
INSURED <b>FORCE America, Inc.; Varitech Industries, Inc. PreCise MRM, LLC; FAH Alexandria Atlanta Powertrain; Chris Norring 501 East Cliff Road Burnsville, MN 55337</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Massachusetts Bay Insurance Company</b>	<b>22306</b>
	INSURER B : <b>The Hanover Insurance Company</b>	<b>22292</b>
	INSURER C : <b>Hanover American Insurance</b>	<b>36064</b>
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ZDXD37230406	9/30/2023	9/30/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADXD35333706	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			UHXD37230506	9/30/2023	9/30/2024	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <b>N</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WBXD35254806	9/30/2023	9/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

J & K Associates  
323 2nd Ave.  
Snohomish, WA 98290

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE