AGREEMENT
INTERNET ON-LINE ORDERING SYSTEM
State of Washington
Department of General Administration
Office of State Procurement

THIS AGREEMENT is made and entered into this _8th_ day of _April_,19_97_ by and between Central Stores of the Office of State Procurement located at Room 201 General Administration Building, Olympia, Washington, 98504-1017, and City of Shoreline hereinafter called the Agency. Agency shall mean state agency, educational institution, and any other public entity of the State of Washington Municipal Corporations, political subdivisions, and other public entities are required to establish an "Intergovernmental Cooperative Purchasing Agreement"; however , prior to executing this agreement. In consideration of the terms, conditions, covenants and performance set forth herein, as well as on the reverse side the parties hereto agree as follows:

PART I

A.   ACCESS EQUIPMENT

The files supporting the Internet On-line Ordering System, hereinafter called the "Ordering System", can be accessed on the World Wide Web on the Internet. It will be the responsibility of the Agency to establish a link with the World Wide Web using web browsing software. Central Stores will not be held accountable for the compatibility, suitability or reliability of the Agency's equipment and its interaction with the World Wide Web.

B.   SYSTEM CHARGES

There are no subscription charges for using the Ordering System.

C.   AGENCY RESPONSIBILITY

THE AGENCY AGREES TO BE RESPONSIBLE FOR ALL CHARGES ACCRUED TO THE LOGON ID *(USERID)*AND WILL PAY FOR GOODS ORDERED AND SERVICES PROVIDED IN ACCORDANCE WITH THE AGREEMENT.

D.   TRAINING

The Ordering System is a menu-driven system. Subscribers will make a series of selections and follow directions or options on each screen to perform particular tasks. The majority of training will be accomplished by the user reading the on-line help located on the system.

E.   HELP DESK

After the User has become familiar with the on-line instructions and has encountered difficulty in completing a task he/she should contact the "Help Desk" by calling (360) 902-7409, *or FAX (360) 586-2426.* After stating the problem the Help Desk will either help at that time or get your name and number to:
   1. *research the circumstances causing the dilemma properly*
   2. *ensure that the proper respondent offers the solution.*

PART II

The purpose of this part of the agreement is to add Cathy Robinson hereinafter referred to as the "User" to the *Ordering System*.

A. INDIVIDUAL RESPONSIBILITY

It is understood and agreed that when an "User" orders from Central Stores, that individual's security accesses to the Ordering System will be accepted by Central Stores as authority to order, in lieu of a signature on a field order. The designated 'User" recognizes that letting someone else employ his/her security accesses may cause that "User" to be liable for system transactions caused by unauthorized use of the Ordering System and any losses of supplies, materials, and equipment ordered from Central Stores.

The parties acknowledge that they have read and understand this Agreement, including and attachments hereto, and do agree thereto in every particular. The parties further agree that this Agreement constitutes the entire Agreement excluding supplemental provisions between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement.

Contract Number ___97163___

B.   USER IDENTIFICATION

Agency   City of Shoreline

Agency Number   21700   Location Code*   _ _ _

Name Cathy Robinson   Effective Date   April 1, 1997

Telephone Number   206-546-1240   E-mail Address   crobinso@ci.shoreline.wa.us

Users Address
17544 Midvale Avenue N.   Shoreline   WA   98133-4921
Street   Mail Stop (POB)   City   State   Zip

C.   AUTHORITY TO ORDER FROM CENTRAL STORES

1.   The individual indicated as "User" above

       a. __X___ is authorized to order supplies and materials without limitation from Central
       Stores.
       b. _____ is authorized to order supplies and materials from Central Stores but with one
       of the following limits:
            1. $_____ per calendar month.
            2. $_____ per order

2.   The User is authorized to place orders for the following locations:

       a. _ _ _   _ _ _ .   _ _ _   _ _ _   _ _ _   _ _ _   _ _ _   _ _ _

       b.__X____ All (Check if applicable) "All" means all locations within the agency.

       IN WITNESS WHEREOF: The User, the Agency and Central Stores sign this Agreement.

1. _Cathy Robinson_   2._____
   Cathy Robinson, Users Signature   Robert E. Deis

                                              _____
                                              City of Shoreline, City Manager

3._____   Date Entered ___4-15-97___
      Central Stores Representative

*Enter the "Ship To" location code for the "User". Each "Ship To" location has an assigned "Bill To" location
which will determine where the invoices for CENTRAL STORES usage will be sent.*

GENERAL TERMS AND CONDITIONS

1.   TERM OF AGREEMENT

This agreement shall become effective on the date of the acceptance by the Agency and shall remain in full force and effect until terminated by either the subscriber or Central Stores by giving 15 days written notice.

2.   CONTENT

This Agreement entitles the Agency to view units of Information which create and transmit Field Orders to Central Stores.

3.   SYSTEM ACCESS

By the completion of the Agreement the user has applied for admission into the Ordering System segment of the services offered by Central Stores. Security clearances and Logons to enter the Ordering System will be issued by Central Stores.

4.   MAINTENANCE

The Central Stores staff shall have the right to withdraw the system should operational malfunctions dictate that this action is necessary as a corrective maintenance measure.

5.   COMMUNICATIONS

All notices and communications which may be required pursuant to this Agreement shall be in writing and sent to:

> Order System Administator
> Central Stores
> Office of State Procurement
> 201 G.A. Building
> PO BOX 41017
> Olympia WA 98504-1017

Communications to the Agency will be sent to the "User" with a copy to whomever has authorized this Agreement.

6.   DISPUTES (RIGHTS OF APPEAL)

Questions of fact arising from this Agreement which cannot be resolved pursuant to the procedures set forth herein shall be submitted to the Office of State Procurement Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the parties. A decision of the Office of State Procurement Director shall be final and conclusive.

7.   PROPRIETARY RIGHTS

Central Stores does not convey nor does the Agency obtain any rights to the computer system programs, data or related documentation owned and furnished by Central Stores in performance of the Agreement.

8.   LIMITATION OF LIABILITY

LIABILITY TO THIRD PARTIES - Each party agrees that in the event the State is liable for damages to third parties as a result of performance of this Agreement, each of the contracting parties shall be financially responsible for that portion of the damages attributable to its acts and its responsibilities under this Agreement. Under no circumstances shall Central Stores be liable for special consequential or indirect damages, even if Central Stores has been advised to the possibility of such damages.

9.   MODIFICATION OF AGREEMENT

This Agreement may be modified or amended by the mutual written consent of the parties.

10.   HOLD HARMLESS

Each party shall defend, protect and hold harmless the other party from and against all claims, suits, and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this contract.

CITY OF

SHORELINE

Tracking # I970007
(Assigned by Purchasing)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:
1. A minimum of three (3) copies of the agreement document must be attached to this worksheet.
2. Amendments/change orders to agreements must include one (1) copy of the original agreement, along with a minimum of three (3) copies of the actual amendment/change order.
3. All copies of the agreement should be signed by the contractor prior to initiation of this review process.
4. All data requested on the worksheet must be provided, including expiration date and the authorized original total dollar amount (estimate both, if necessary).
5. Upon completion of the review process, two (3) copies of the executed agreement will be distributed as follows: (1) to the department, who should then forward the copy back to the contractor. (2) copies forwarded to City Clerk's Office.

CONTRACT DESCRIPTION

Contract Originator   Cathy Robinson
Department/Division   Purchasing   Date: 4/4/97

Type of Contract:
- ☐ (C) Construction
- ☐ (P) Personal Svcs
- ☐ (A) Addendum
- ☐ (G) Purchase of Goods
- ☐ (L) Lease Agreement
- ☐ (W) Public Works
- ☒ (I) Intergov't Agreement
- ☐ (O) Other
- ☐ (S) Purchase of Services
- ☐ (GR) Grants

Contract Modification: State Contract

Bid/RFP Number: _____   Escrow Acct. Set Up: ☐ Yes   ☐ No

Brief Description: Agreement to place orders via Internet

Name of Contractor, Lessor, Vendor: WA State, Central Stores Division

Employer ID or SS # *(required for Professional Services Contracts):* _____

Effective Date: Upon execution   Termination Date: open, until terminated by either party

Total Amount of Contract: N/A   Chargeable Program #: N/A

Source of Funds: N/A

Payment Terms *(monthly installments, progress payments, etc.):* N/A.

Remarks: No dollar amount associated with contract. Orders will be placed individually through PO process.

SIGNATURE ROUTE: *(Determined by Purchasing Mgr.)*		Date			Date
	☒ 1. Department Head	C. Robinson 4/4	☒ 6. City Clerk	R.A. Rose	4/10/97
	☒ 2. Purchasing Mgr.		☐ 7. City Council *(if required)*	—	
	☐ 3. Budget Mgr.	N/A			
	☐ 4. City Attorney	N/A			
	☐ 5. Purchasing Mgr.		☒ 8. City Manager	R. Deis 4/8/97	

SHORELINE

Memorandum

DATE: April 4, 1997

TO: Bob Deis

FROM: Cathy Robinson

RE: WA State Division Contract

CC:

[handwritten: use this isn't how it works]

Here comes another one!

This contract is with the Central Stores Division of the State of Washington. Central Stores handles mainly office supply items. This contract will allow us the option to order directly via the Internet instead of faxing in our orders. The contract itself does not contain any monetary value, however, it does allow the user (myself) unlimited ordering capability.

The reason for the selection of unlimited ordering is based on the fact that we order office supplies on a daily basis. The monthly amount of the purchases varies depending on the time of year and how often the departments run out of their supplies. Towards the end of the year it can get quite high if the departments have money left to spend. To place a dollar limit on my ordering capability may result in not being able to place orders for departments at the end of the month because my limit has already been reached.

I have attached a copy of the Central Stores Catalog (please return). As you can see, most of the items are under $100. The only expensive item is a paper shredder (marked with the red flag) which is around $1,700.00. This specific item would be a capital equipment expense and as with all capital equipment purchases would have to be signed-off by the Budget Manager before the item could be purchased.

The dollar control for departments would be handled through the PO process (see attached for process).

My goal is to try the State's system myself and work out all of the bugs (i.e., ordering, returns, invoices, etc.) Once that has been accomplished, and the departments have the ability to monitor their budgets on-line, I will teach a person in each of the departments how to order their own items directly. (This last step is probably at least a year away!).

Ordering via the Internet will allow a faster ordering/processing for me right now.

If I have included all the necessary information, please sign the attached contract. If not, I'm sure I will hear from you.

SHORELINE

Dollar Control of Purchase Orders

All of the State Contracts require a faxed purchase order. Since Purchasing is the only department with access to our purchase order forms, all purchasing orders have to come through Purchasing. Purchasing reviews the requisition for the proper authorization. The new Purchase Order Module, has the capability to look to the general ledger for a particular product number and verify that funds still are available for the purchase. If funds are not available, I get a message indicating such, and I will at that time advise the department. This process can be done either before the purchase order is issued or after. Since we are early into the year, I verify the amount after the purchase order is issued. Once we get to mid-year, I will verify before the purchase order is issued.

The purchase of the office supplies under this contract are considered to be the purchase of goods. The RCW has no restriction on the purchase of goods for cities of our size. Our own City policies, as they stand, state that an individual purchase of goods over $125,000 has to be approved by Council. Since each software purchase under this State contract is considered an individual purchase, we will not exceed our policy restriction.