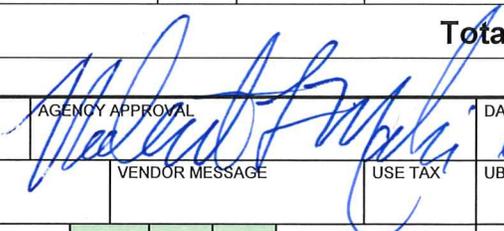


FORM A17-A (REV 7/13)		STATE OF WASHINGTON Field Order			DATE ORDERED 6/14/2019		FIELD ORDER NUMBER Contract #K15182			
From:		AGENCY NO.	LOC	MAIL STOP	Ship to:			AGENCY NO.	LOC	MAIL STOP
WASHINGTON STATE PATROL BUDGET & FISCAL SERVICES – CONTRACTS PO BOX 42602 OLYMPIA WA 98504-2602					SEE ATTACHED VENDOR'S PROPOSAL					
To:		Mail invoices to:			COPIES RQD.	AGENCY NO.	LOC	MAIL STOP		
Columbia Gorge Catering ATTN: Kyle Simmons 9221 West Clearwater Avenue Kennewick WA 99336		WASHINGTON STATE PATROL Fire Protection Bureau Attn: Bill Slosson PO Box 42642, Olympia WA 98504-2642						42642		
AUTHORITY OR CONTRACT NO. Contract #K15182		SHIP FROM			PRICE F.O.B.	PAYMENT TERMS Net 30		DELIVERY DATE		

Deliver the articles ordered below in accordance with the Standard Terms and Conditions attached. Instructions to vendor: Show authorization number and field order number on all invoices, packages and shipping documents. Washington state sales tax applies to this order.

ITEM NO.	COMMODITY CODE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1.		Food & Beverage for firefighters for Highway 243 Fire				
2.		Breakfasts, sack lunches and dinners				
3.		(see attached vendors invoice)				
4.						
5.						
6.						
7.						
8.						
9.						
10.						
Total						\$77,436.14

PREPARED BY Holly White, Contracts Specialist				TELEPHONE NUMBER 360-596-4076				DATE 6/13/2019				AGENCY APPROVAL 				DATE 6/18/19			
DOC DATE		PMT DUE DATE		CURRENT DOC NO.		REF. DOC NO.		VENDOR NUMBER				VENDOR MESSAGE				USE TAX		UBI NUMBER	
REF DOC SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROG INDEX	SUB OBJ	SUB SUB OBJECT	ORG INDEX	ALLOC	BUDGET UNIT	MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER			
					M009										\$77,436.14				
ACCOUNTING APPROVAL FOR PAYMENT										DATE				WARRANT TOTAL		WARRANT NUMBER			
														\$					

Standard Terms and Conditions

1. ENTIRE AGREEMENT This document, including all addenda and subsequently issued change notices, comprises the entire agreement between the State of Washington and the Contractor and shall be governed by laws of the State of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State of Washington, County of Thurston. The state reserves the right to reject bids which propose alternate or additional terms and conditions.
2. CONFLICT AND SEVERABILITY Conflict In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the state maximum benefits. Severability: Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.
3. ANTITRUST The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Contractor hereby assigns to the state any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to the state under an escalation clause.
4. NONDISCRIMINATION AND AFFIRMATIVE ACTION Acceptance of this contract binds the Contractor to the terms and conditions of Section 801, Title VI, Civil Rights Act of 1964, as may be amended: In that "No person in the United States shall, on the grounds of race, color, national origin, sex or age, excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Unless exempted by Presidential Executive Order #11246, as may be amended or replaces and applicable regulations thereunder. Contractor shall not discriminate against any employee or applicant for employment.
5. WORKERS RIGHT TO KNOW Recently passed "right to know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:
 - The identity of the hazardous material,
 - Appropriate hazardous warnings, and
 - Name and address of the chemical manufacturer, importer or other responsible party.Appropriate fines may be levied by Labor and Industries against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
6. GIFTS AND GRATUITIES In accordance with RCW 39.26.020, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business practices.
7. RIGHTS AND REMEDIES In the event of an claim for default or breach of contract, no provision in this document or in the contractor's offer shall be construed, expressly or by implication, as a waiver by the state of any existing or future right and/or remedy available by law. Failure of the state to insist upon the strict performance of an term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of the contract.

8. SAVE HARMLESS Contractor shall indemnify, defend and save harmless the state from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the state on account of losses of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Contractor, Contractor's employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Contractor and/or subcontractors or claims under similar such laws or obligations. Contractor also agrees to protect and save harmless the purchaser against all claims, suits or proceeding or patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered, and to assume all expenses and damages arising from such claims, suits or proceedings. Contractor's obligation under this Section to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent or sole negligence of the state or its agencies, employees, and officers.

Contractor shall pay all attorney's fees and expenses incurred by the state in establishing and enforcing the state's rights under this paragraph, whether or not suit was instituted.

9. PERSONAL LIABILITY It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.
10. SUPERVISION AND COORDINATION Contractor shall:
- Competently and efficiently supervise and direct the implementation and completion of all contract requirements specified herein.
 - Designate a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
 - Promote and offer to Purchaser only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.
11. ADVERTISING Contractor shall not advertise or publish information concerning this contract in any form or media without prior written consent from the Contract Administrator.
12. SUBCONTRACT/ASSIGNMENT Contractor shall not subcontract or assign its obligations under this contract without the prior written consent of the Contract Administrator. The Contractor shall be responsible to ensure that all requirements of the contract shall flow down to any and all subcontractors.
13. TAXES, FEES AND LICENSES – Taxes: Contractor shall pay for and maintain in current status any and all taxes which are necessary for contract performances. Unless otherwise indicated, the purchaser agrees to pay all State of Washington sales or use taxes. No charge by Contractor shall be made for federal excise taxes and the purchaser agrees to furnish Contractor with an exemption certificate, where appropriate. Sales tax shall not be included in bid pricing submitted. Fees/Licenses: The Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments or charges and to immediately comply with the said changes or regulations during the entire term of this contract.
14. WARRANTIES – Product: Contractor warrants that all materials, equipment and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the state, shall not alter or affect the obligations of the Contractor or the rights of the state. Price: Contractor warrants that prices of materials, equipment and services set forth herein do not exceed those charged by the Contractor any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.
15. LIENS, CLAIMS AND ENCUMBRANCES All materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind and if the state requests, a formal release of same shall be delivered to the state
16. DELIVERY – Time: Delivery must be made during normal work hours and within the time frames proposed by Bidder herein and subsequently accepted by the state. Failure to comply may subject Contractor to non-delivery assessment charges and/or liquidated damages as appropriate. The state reserves the right to refuse shipment when delivered after

normal working hours. Contractor shall verify specific working hours of individual agencies and so instruct carrier(s) to deliver accordingly. The acceptance by the purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor. Terms: Unless otherwise specified, all goods are to be shipped FOB Destination freight prepaid and included. Where specific authorization is granted to ship goods FOB shipping point, Contractor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier. Each invoice for shipping charges shall contain the original or a copy of the freight bill indicating that the payment for shipping has been made. The purchaser reserves the right to refuse COD shipments. Location: All deliveries are to be made to the applicable delivery location in accordance with ICC rules or as indicated in field order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather. Unauthorized: In no case shall Contractor initiate performance prior to receipt of written or verbal authorization from authorized purchaser(s). Expenses incurred otherwise shall be borne solely by the Contractor.

17. INSPECTION AND REJECTION The Purchaser's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance or as acceptance of the materials or equipment if materials or equipment do not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the Purchaser will promptly notify the Contractor thereof. Without limiting any other rights, the Purchaser and/or the state at its option, may require the Contractor to:
 - Repair or replace, at Contractor's expense, any or all of the damaged goods.
 - Refund the price of any or all of the damaged goods, or
 - Accept the return of any or all of the damaged goods.
18. TITLE AND RISK OF LOSS Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.
19. PERFORMANCE Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
20. IDENTIFICATION All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers and other written documents affecting this contract shall be identified by the applicable purchase order or field order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
21. CHARGES FOR HANDLING No charges will be allowed for handling which includes but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
22. INVOICING Contractor shall provide an original invoice. The invoice shall reference the field order number. Invoices shall be properly annotated with applicable prompt payment discount(s).
23. PAYMENT Payment will be made by the state agency or political subdivision indicated on ordering document. Invoices will not be processed for payment nor will the period for cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Under "Chapter 39.76 RCW", if purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply.
24. QUALITY STANDARDS Product or service specifications herein are intended solely to clearly describe type and quality and not to be restrictive. Trade reference specifications describe the type product thus far found to best meet agency functional requirements and provide the most economical use life under agency use situations. So as not to misrepresent the requirements herein, brands other than those specified will, therefore be considered on the basis of whether at least equal in quality/performance.
25. CHANGES No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the Contract Administrator as evidenced by issuance by the state of a contract change notice.
26. ADDITIONS OR DELETIONS The state reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or

deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contract Administrator.

27. TERMINATION – Termination for Convenience: The state may terminate this contract, in whole or in part, at any time and for any reason by giving a thirty (30) calendar days written termination notice to Contractor. Termination charges, when applicable, shall be computed in the following manner: (1) a sum computed and substantiated in accordance with standard account practices for those reasonable costs incurred by Contractor prior to the date of termination, for orderly phase out of performance as requested by the state in order to minimize the costs of the termination; and (2) a reasonable profit for such work performed, however, the state shall not be liable to the Contractor for any anticipated profits on the terminated portion of the contract, or claims of unabsorbed overhead or other fixed costs. In no event shall the state become liable to pay any sum in excess of the price of this contract for the terminated services. Termination for Breach: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or of the Contractor's suppliers or subcontractors, the state shall be entitled, by written or notice, to cancel this contract in its entirety or in part for breach of any of the terms herein, and to have all other rights against Contractor by reason of Contractor's breach as provided by law. A breach shall mean any one or more the following events: (1) Contractor fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the contract signed by the state; (2) Contractor breaches any warranty, or fails to perform or comply with any term or agreement in the contract (3) Contractor makes any general assignment for the benefit of creditors; (4) in the state's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from debtors; or (6) any receiver, trustee or similar official is appointed for Contractor or any of Contractor's property. If it is subsequently found that Contractor was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph. Termination by Mutual Agreement: The state or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with a thirty (30) calendar days written notice from one party to the other.
28. DEFAULT AND REMEDIES – Events: Any of the following events shall constitute cause for the state to declare Contractor in default of the contract: Nonperformance of contractual requirements, or a material breach of any item or condition of this contract. The state shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. Remedies: If the default remains, after Contractor has been provided the opportunity to cure, the state may do one or more of the following: Exercise any remedy provided by law, terminate this contract and any related contracts or portions thereof, and/or impose liquidated damages.
29. LEGAL FEES The Contractor covenants and agrees that in the event suit is instituted by the purchaser for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.
30. FORCE MAJEURE – Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for period of time equal to the time that the results or effects of such delay prevented party from performing in accordance with this contract. Rights Reserved: The state reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the state.
31. ESTABLISHED BUSINESS: Contractors must be an established business firm with all required licensing, bonding, facilities, equipment and trained personnel necessary to perform the work as specified. The state reserves the right to require proof of said requirements.