



PURCHASE ORDER

T154067a

Page Number
1 of 2

Purchase Order Date
JUN/07/2022

Supplier:
ATTN: SUSIE SALEM
HARBORVIEW MEDICAL CENTER
325 9TH AVE
BOX 359750
SEATTLE WA 98104-2499
Phone: (206) 744-9155

Ship-to: TC2
DEPARTMENT OF HEALTH
CENTRAL RECEIVING
111 ISRAEL RD SE
TUMWATER WA 98501-5570

Bill-to: GA1
EMERGENCY PREPAREDNESS
P.O. BOX 47960
OLYMPIA, WA 98504

AUTHORITY	F.O.B.	PAYMENT TERMS	REQUESTED BY	REQUISITION #
INTERAGENCY		NET 30	PARIS, RACHEL, 360-236-4056	

LINE NO.	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	*	Assist Harborview Medical Center as it continues to perform its duties as the State Medical Coordination Center (WSMCC) in response to the ongoing COVID-19 pandemic NOT TO EXCEED \$422,090.00 AGENCY CONTACT: RACHEL PARIS PHONE NUMBER: 360-236-4056 EMAIL: RACHEL.PARIS@DOH.WA.GOV	1 YR	422,090.00	422,090.00
*2	*	***** A M E N D E D ***** EXTENDING TIME FROM 7/1/22 - 6/30/23 NOT TO EXCEED \$846,536.00 TG 10/26/22 Continued on next page...	1 YR	846,536.00	846,536.00

- Show PO# on all invoices and shipping documents.
- Unless otherwise noted, Washington State sales tax applies to this order.

AGENCY APPROVAL	DATE
<i>Tish Greenfield</i>	OCT/26/2022

PREPARED BY	DATE	T.I.N.	RECEIVED BY	DATE
TISH GREENFIELD	10/26/22	911631806		

DOC. DATE	PMT DUE DATE	CURRENT DOC. NO.	REF. DOC. NO.	VENDOR MESSAGE

REF DOC SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJECT	ORG INDEX	ALLOC	BUDGET UNIT	MOS	PROJECT	SUB PROJ	AMOUNT	INVOICE NUMBER
DETAILS PROVIDED ON SEPARATE PAGE															

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER

Vendor Copy
 Accounting Copy
 Program Copy - Receiving Report



PURCHASE ORDER

T154067a

Page Number
2 of 2

Purchase Order Date
JUN/07/2022

Supplier:
ATTN: SUSIE SALEM
HARBORVIEW MEDICAL CENTER
325 9TH AVE
BOX 359750
SEATTLE WA 98104-2499
Phone: (206) 744-9155

Ship-to: TC2
DEPARTMENT OF HEALTH
CENTRAL RECEIVING
111 ISRAEL RD SE
TUMWATER WA 98501-5570

Bill-to: GA1
EMERGENCY PREPAREDNESS
P.O. BOX 47960
OLYMPIA, WA 98504

AUTHORITY	F.O.B.	PAYMENT TERMS	REQUESTED BY	REQUISITION #
INTERAGENCY		NET 30	PARIS, RACHEL, 360-236-4056	

LINE NO.	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
				Tax:	0.00
				Total:	1,268,626.00

- Show PO# on all invoices and shipping documents.
- Unless otherwise noted, Washington State sales tax applies to this order.

AGENCY APPROVAL	DATE
<i>Tish Greenfield</i>	OCT/26/2022

PREPARED BY	DATE	T.I.N.	RECEIVED BY	DATE
TISH GREENFIELD	10/26/22	911631806		

DOC. DATE	PMT DUE DATE	CURRENT DOC. NO.	REF. DOC. NO.	VENDOR MESSAGE

REF DOC SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJECT	ORG INDEX	ALLOC	BUDGET UNIT	MOS	PROJECT	SUB PROJ	AMOUNT	INVOICE NUMBER
DETAILS PROVIDED ON SEPARATE PAGE															

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER

Vendor Copy
 Accounting Copy
 Program Copy - Receiving Report

THE PURCHASE ORDER CONTRACT INCLUDES THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO, THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS AND PUBLISHED RULES AND REGULATIONS OF THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES AND THE LAWS OF THE STATE OF WASHINGTON WHICH ARE HERBY INCORPORATED BY REFERENCE.

1. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior written approval of the Washington State Department of Health (DOH).
2. ADD-ONS: By mutual written agreement, additional quantities of items may be purchased within 12 months of the date of award provided the original purchase price, terms, conditions and specifications remain the same. Add-on purchases shall be submitted to the supplier using a DOH Purchase Order and shall reference the original contract or purchase order. Initial and subsequent licenses should span ten years or less.
3. HANDLING: No charges will be allowed for handling, including but not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein.
4. DELIVERY: With respect to delivery under this order, time is of the essence, and the order is subject to termination to deliver as specified. Acceptance by DOH of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor construe a waiver of the requirements for the timely performance of any obligation remaining to be performed by supplier.
 - a. Deliver Exceptions: Any Supplier exceptions to the delivery date, as specified in the order, the supplier shall give prior written notification and obtain written approval thereto from DOH.
5. PAYMENTS AND ASSIGNMENTS: Invoices will not be processed for payment until items invoiced are received. DOH will not honor drafts nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall only be assignable with prior written approval from DOH.
6. SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, supplier shall make delivery to that location at no additional charge. Where specific authorization is granted to ship goods FOB Shipping point, supplier agrees to prepay all shipping charges and route as instructed, or if instructions are not provided, route by cheapest common carrier and bill DOH as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that DOH reserves the right to refuse COD shipments.
7. REJECTION: All goods or materials purchased herein are subject to written approval by DOH. Any rejection of goods or materials resulting because of non-conformity to the terms and specifications of this order, whether held by DOH or returned will be at the supplier's risk and expense.
8. IDENTIFICATION: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be included with each shipment pursuant to this order, indicating the contents of each package therein.
9. INFRINGEMENTS: Supplier agrees to protect and save harmless DOH against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits, or proceedings.
10. NONWAIVER BY ACCEPTANCE OF VARIATION: No provision of this order or the right to receive timely performance of any act called for by the terms shall be deemed waived by DOH of a breach thereof as to any particular transaction or occurrence.
11. WARRANTIES: Supplier warrants that items supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for the particular purpose.
12. CASH DISCOUNT: In the event DOH is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract but the invoice does not reflect the existence of a cash discount, DOH is entitled to a cash discount with the period commencing on the date it is determined by DOH that a cash discount applies.
13. TAXES: unless otherwise indicated, DOH agrees to pay all State of Washington sales or use tax. No charge by supplier shall be made for Federal Excise taxes, and DOH agrees to furnish supplier with acceptance of items supplied under this order with an exemption certificate.
14. LIENS, CLAIMS, AND ENCUMBRANCES: Supplier warrants and represents that all goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.
15. RISK OF LOSS: Regardless of FOB Point, supplier agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release supplier from any obligation hereunder.
16. SAVE HARMLESS: Supplier shall protect, indemnify, and save DOH harmless from and against any damage, cost, or liability for any injuries to person or property arising from acts or omissions of supplier, his employees, agents, or subcontractors, howsoever caused.
17. PRICES: If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
18. TERMINATION: in the event of a breach by supplier of any of the provisions of this contract, DOH reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to supplier. Supplier shall be liable for damages suffered by DOH resulting from supplier's breach of contract.
19. NONDISCRIMINATION AND AFFIRMATIVE ACTION: The supplier agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-offs, or termination, rates of pay or other forms of compensation, selection for training, rendition for services. It is further understood that any supplier who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the state unless supplier demonstrates to DOH's satisfaction that the discriminatory practices have terminated and that a recurrence of such acts is unlikely.
20. ANTI-TRUST: Supplier and DOH recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by DOH. Therefore, supplier hereby assigns to DOH any and all claims for such overcharges.
21. DEFAULT: DOH may terminate this contract, without penalty or further liability, upon not less than thirty (30) days prior written notice to supplier, if supplier defaults on any provision of this contract and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by DOH.
22. ATTORNEY FEES: In the event of controversy, claim, or dispute arising out of this contract for which the supplier is adjudged by a court of competent jurisdiction to be at fault, supplier shall pay DOH all attorney fees, costs and expenses incurred by DOH in connection therewith.
23. GIFTS: The supplier shall comply with all applicable sections of the State Ethics law, RCW 42.52, which regulates gifts to state officers and employee's. Under that statute, any state officer or employee who has or will participate with the supplier regarding any aspect of the contract involving the purchase of goods or services is prohibited from seeking or accepting any gift, gratuity, favor or any of economic value from the supplier. Neither the supplier nor any agent or representative shall offer anything of economic value as a gift, gratuity or favor directly or indirectly to any such officer or employee.
24. ACCEPTANCE: This order expressly limits acceptance to the terms and conditions stated in the purchase order and these additional terms and conditions. Any terms proposed by supplier are objected to and hereby rejected, unless otherwise provided in writing by DOH.
25. FORCE MAJEURE: Vendor will not be responsible for delays in delivery due to acts of God, firm, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies DOH immediately in writing of such pending or actual delay. Normally in the event or any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay. However, DOH reserves the right to cancel the order and find a different source of supply if the delay is in DOH's opinion lengthy and the materials or services are needed quickly.
26. PUBLIC DISCLOSURE: PO and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records."
27. SEVERABILITY: If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and rights and obligations of the parties remain in effect.
28. CLICK-THROUGH AGREEMENTS: ANY CLICK-THROUGH, CLICK-WRAP, BROWSE-WRAP OR OTHER ONLINE AGREEMENTS "ONLINE AGREEMENTS" MADE IN ORDER TO ACCOMPLISH PAYMENT SHALL BE NULL AND VOID AND SHALL BE EXPRESSLY PROHIBITED FROM MODIFYING THE TERMS AND CONDITIONS OF THIS AGREEMENT EVEN IF SUBSEQUENTLY MADE. THIS AGREEMENT SHALL GOVERN ALL LICENSES PURCHASED BY CUSTOMER UNDER EITHER A SINGLE OR MULTIPLE PURCHASE ORDERS AND ANY SUBSEQUENT ONLINE AGREEMENTS SHALL CONTINUE TO BE NULL AND VOID UNLESS OR UNTIL THIS AGREEMENT IS TERMINATED.