



MASTER CONTRACT

No. 01820

FLOORING AND INSTALLATION SERVICES

CATEGORIES 1 AND 2: CARPET AND HARD SURFACE FLOORING

REGION: SOUTHWEST

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

ARBET INC., DBA NW FLOORING SOLUTIONS

Dated October 1, 2021

MASTER CONTRACT

No. 01820

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This Master Contract (“Master 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 Arbet Inc., dba NW Flooring Solutions, a Washington corporation (“Contractor”) and is dated and effective as of October 1, 2021.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. Washington state agencies (and other eligible Purchasers) own numerous buildings and have periodic needs to purchase floor covering (i.e., Carpet and/or Hard Surface Flooring) and all related installation services to install new flooring, including:
 - Floor covering product consultation with Purchaser;
 - Floor covering space measurement of Purchaser’s project and product ordering;
 - Removal of existing floor covering and recycling or proper disposal of the same as required;
 - Delivery and storage of all floor covering products;
 - Preparation and installation of the new floor covering, including project site cleanup and removal of dust, dirt, and debris from the new floor covering;
 - Any minor site repairs or routine work needed for such installation, including but not limited to: minor crack or joint repair, surface preparation, and routine leveling,
 - Purchasers will be responsible for major repairs beyond what is normal and customary;
 - Floor covering product and installation warranty service; and
 - Customer (i.e., Purchaser) service including invoicing, logistics, communication, and project management (collectively, Flooring & Installation Services).
 - Accordingly, to provide a cost-effective and efficient enterprise procurement solution for state agencies and other eligible purchasers to procure competitively solicited and awarded Flooring & Installation Services, Enterprise Services conducted a competitive solicitation to establish and award a Master Contract.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No.01820 dated April 5, 2021 regarding Flooring and Installation Services. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Master

Contract, by geographic area and category, in which the State of Washington was divided into six Regions. The Competitive Solicitation provided an opportunity for bidders to compete for regional Master Contracts in two (2) categories of Flooring & Installation Services differentiated by the type of floor covering (Carpet or Hard Surface Flooring).

- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-referenced category and region.
- E. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and services as set forth herein.

AGREEMENT

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 Master Contract is thirty-six (36) months, commencing October 1, 2021 and ending September 30, 2024.
2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("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. **MCUA PARTIES.** Any of the following types of entities that have executed a Master 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., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods and Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods or services beyond those set forth in *Exhibit A – Included Goods and Services*.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for twelve (12) months after the effective date of this Master Contract. Beginning twelve (12) months after the effective date of this Master Contract, Contractor may request a price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date. In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services’ price adjustment. Price adjustments will be made in accordance with the percentage change (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI) 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 October each year. Prices shall be adjusted in November. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Master 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 and use the PPI data in the below chart:

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

PPI	Series
Vinyl Flooring	PCU325211325211
All Carpet Products	PCU3141103141100
Rubber and Linoleum	PCU326326

- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices* (subject to economic adjustment as set forth herein).

3.5. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. 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 it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are 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.

4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Contractor further represents and warrants that, in performing this Contract, Contractor shall:

- Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
- Meet or exceed the performance and operational standards, requirements, and specifications set forth in this Contract;
- Obtain and maintain in good status all necessary licenses, permits, or other authorizations necessary for the performance of the Contract;
- Cooperate with Purchaser to achieve the objectives of the Contract;
- Return to Purchaser any Purchaser-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract;
- Not interfere with the State or Purchaser's operations; and
- Comply with all applicable State or Purchaser security policies and standards, which will be made available upon request from Purchaser. This may include background checks before entry into Purchaser's facilities.

Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will 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.

- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not 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 chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.6. 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 Contract, 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.
- 4.7. WASHINGTON SMALL BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor qualifies as a Washington Small Business pursuant to RCW 39.26.010.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it 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 Purchasers' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that

throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract 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 represents and warrants that it 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.
- 4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 4.13. COVID-19 VACCINATION VERIFICATION. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021). Contractor further represents and warrants that Contractor:
 - (a) Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);
 - (b) Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
 - (c) Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
 - (d) Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;

- (e) Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- (f) Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- (g) Will provide to Enterprise Services or Purchaser, upon request, Contractor’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number, #01820. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
- 5.2. ORDERING ACKNOWLEDGEMENT. Contractor shall, unless otherwise agreed upon by Purchaser, acknowledge Purchaser job quote requests within one (1) business day of receipt, complete scheduling of any potential site visits with Purchaser within three (3) business days of receipt, and provide to Purchaser a full and complete job quote within twenty-one (21) calendar days of receipt.
- 5.3. PRODUCT RECOMMENDATIONS. Contractor must, prior to accepting an order for any items containing phthalates, recommend any awarded similar products containing no, or reduced, phthalates.
- 5.4. ENVIRONMENTAL CLAIMS. All environmental benefit claims made by the Contractor concerning products or services offered on this Contract must comply with the Federal Trade Commission’s Guidelines for the Use of Environmental Marketing Claims. At the request of Washington Department of Enterprise Services (WA DES) or any user of this Contract, the Contractor must provide documentation of environmental and health claims if it is not publicly available for verification. The State also reserves the right to require the Contractor to remove any environmental claims that it deems to be false, vague, misleading or unsubstantiated in catalogs, websites or marketing materials that are provided to the State under this Contract.

- 5.5. ENVIRONMENTAL LABELING. The Contractor must clearly and accurately label the environmental and health attributes of its products and services, including awarded third-party certifications, environmental and health product declarations (EPDs and HPDs), the percentage of post-consumer and total recycled content, and other environmental and health attributes in their price lists, catalogs, websites and other marketing materials provided to State of Washington employees or any other Contract Users. In addition, the Contractor(s) must identify whether the product is free of PVC, ortho-phthalates and/or heavy metals.
- 5.6. ORDER CANCELLATION. Before, or at time of order, at Purchaser's request, the Purchaser may request a "soft order" period whereby the Purchaser may cancel or change orders without penalty within five (5) business days from execution of purchase order; provided however Contractor shall have no obligation to process Purchaser's order until the "soft order" period has expired.
- 5.7. INSTALLATION REQUIREMENTS. Notwithstanding any provision to the contrary, Contractor shall ensure, as part of the Flooring Preparation and Installation that the project site is ready and suitable for installation of the floorcovering.
- 5.8. SCHEDULES. Schedules will be agreed upon between the Purchaser and the Contractor and will follow the below guidelines at a minimum:
- (a) If there will be a delay or cancellation in the agreed upon schedule, Contractor must provide notice to the Purchaser two (2) business days in advance. For example, if schedule date is on a Monday, then Contractor must give notice to Purchaser on the Thursday before.
 - (b) Contractor will report any delivery delay whatsoever to the Purchaser, as well as its cause, within two (2) hours after Contractor is able to reasonably determine there will be a delay; the report will be provided to Purchaser by telephone or e-mail. Contractor will keep Purchaser fully informed and will take all reasonable action in eliminating the cause of delay.
- 5.9. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the 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 within the time period mutually agreed in writing between Purchaser and Contractor.
 - (b) Contractor shall ship all goods purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. 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 Master Contract shall be identified by the Master Contract number set forth on the cover of this Master 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.

- 5.10. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods or services purchased under this Master Contract 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 Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will 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 damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 5.11. INVOICING. Invoices shall be furnished to Purchasers within 48 business hours after job completion, and making corrections to invoices within 48 business hours.
- 5.12. STANDARD BEST PRACTICES. Contractor shall perform the Flooring & Installation Services or cause the same to be performed by its agent (i.e., subcontractor) in a professional manner in accordance with industry standard best practices. Regardless of whether Contractor directly performs the Flooring & Installation Services or indirectly performs such Flooring & Installation Services through an agent, Contractor is responsible. Notwithstanding any provision to the contrary, Contractor shall repair any damage to Purchaser caused by Contractor or its agent in performing such Flooring & Installation Services.
- 5.13. JOB SITE CONDITION. In performing the Flooring & Installation Services, Contractor, at all times, shall ensure that Purchaser's premises (including adjoining areas) remain free from accumulation of waste material, rubbish, or debris caused by Contractor or its agent. Upon completion of the Flooring & Installation Services, Contractor shall remove all waste material, rubbish, and debris from and about Purchaser's premises, leaving such premises "broom clean" or its equivalent, unless more exactly specified in Purchaser's Purchase Order. Notwithstanding any provision to the contrary, in the event Contractor fails to leave Purchaser's premises "broom clean," Purchaser, after two (2) business days notification of such failure to Contractor, may remove Contractor's waste material, rubbish, or debris and broom clean the premises. In such case, the parties agree that Purchaser shall deduct the actual cost for removing Contractor's waste material, rubbish, or debris and broom cleaning the premises (whether performed by Purchaser or hired) multiplied by 1.25 from Purchaser's invoice. The parties understand and agree that Purchaser's premises are publicly owned facilities and it is important that these facilities be properly stewarded, including promptly cleaned.
- 5.14. 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, and other security requirements.
- 5.15. PRODUCT DISPOSAL (CARPET CATEGORY ONLY). All existing carpet and carpet padding must be taken to either a recycling facility that accepts carpet for recycling or a proper disposal facility. Recycling means turning any manufacturer's old carpet or carpet components

into new carpet or other consumer products. At Purchaser's request, Contractor shall provide proof of reclamation or an explanation of why product couldn't be recycled.

The State reserves the right to request a quarterly report on the amount of carpet and carpet padding that was recycled, incinerated, and/or landfilled. Non-compliance with this Section may constitute a breach of contract.

6. INVOICING & PAYMENT.

6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 01820
- (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) Description, quantity, catalog number and manufacturer number of the item(s) ordered;
- (f) Net cost of each item;
- (g) Description, quantity, and pay rate of any services provided;
- (h) Invoice amount; and
- (i) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. 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 will not be considered late if a check or warrant is mailed within the time specified.

6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) 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 payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.5. **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, or payment processing.

6.6. **TAXES/FEEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the

State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. 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 Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

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: Leslie Edwards
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8416
Email: leslie.edwards@des.wa.gov

Contractor

Attn: Suzanne Buller
NW Flooring Solutions
6101B E 18th St
Vancouver, WA 98661
Tel: (360) 253-9878
Email: suzanneb@nwflooringsolutions.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.

- 7.2. 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 Master Contract.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, 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: Suzanne Buller
NW Flooring Solutions
6101B E 18th St
Vancouver, WA 98661
Email: suzanneb@nwflooringsolutions.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services’ Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will 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 Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .015.$$
- (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 will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted,

and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other 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) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel.

8.4. DIVERSE BUSINESS INCLUSION. Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Diverse businesses are defined in WEBS as follows: small business, microbusiness, mini-business, Washington State Office of Minority and Women's Business Enterprises (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veterans Affairs (DVA) certificated veteran-owned business. Upon request, Contractor shall report to Enterprise Services it's spend with certified diverse businesses. Such reports shall include the period covered and sales amount by Purchasing Entity to such businesses.

8.5. CARPET RECLAMATION REPORTING. Contractor shall provide to Enterprise Services, on a quarterly basis, information about the percentage by weight of carpet and carpet padding that was recycled, incinerated (including energy recovery), or landfilled. At Purchaser's request, Contractor shall provide proof of reclamation or an explanation of why product couldn't be recycled.

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, 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.

- 9.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable vendor management fees. 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 Master Contract or orders placed by a Purchaser under it 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 Master Contract or final payment for any order placed by a Purchaser against this Master Contract, 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.
- 9.3. **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 Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, 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/services and no additional payment shall be made.
- 10.2. **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 Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **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 Master Contract. 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 its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties,

finances, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. 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.

12. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract 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.

13. SUSPENSION & TERMINATION; REMEDIES.

13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract 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) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract 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 Master Contract 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.

- 13.4. 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.
- 13.5. GOVERNMENTAL TERMINATION.
- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
 - (b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Contract; *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) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for goods and/or 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.
- 13.6. 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 Master Contract 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.

14. GENERAL PROVISIONS.

- 14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.3. INTEGRATED AGREEMENT. This Master Contract 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.
- 14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

- 14.5. **AUTHORITY.** Each party to this Master Contract, 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 Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. **PREVAILING WAGES.** This Master Contract is subject to Washington’s Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Master Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.
- (a) **WAGE RATES.** Contractor, and any subcontractor or other person doing any portion of the work covered by this Master Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker’s classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the [website](#) for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.
 - (b) **STATEMENT OF INTENT TO PAY PREVAILING WAGES.** Before commencing any work under this Master Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.
 - (c) **INVOICES & CONTRACT PAYMENTS.** Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
 - (d) **AFFIDAVIT OF WAGES PAID.** Upon completion of the work under this Master Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
 - (e) **LABOR & INDUSTRIES FEES.** Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.

- (f) PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Master Contract for three (3) years following expiration or termination of this Master Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.
- 14.7. 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 Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.8. ASSIGNMENT. Contractor may not assign its rights under this Master Contract 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 provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract 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 Master Contract notwithstanding any prior assignment of its rights.
- 14.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.10. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the 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 the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.13. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract 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 Master Contract.
- 14.14. 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 Master Contract, nor shall any purported oral modification or rescission of this Master Contract 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.

- 14.15. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.16. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.17. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, 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.
- 14.18. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.19. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract 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 Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract 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 Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.20. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.21. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.22. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract 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 Master Contract nor the meaning of any provisions hereof.
- 14.23. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to

have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

14.24. COUNTERPARTS. This Master Contract 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 Master Contract 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 Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

Arbet Inc. dba NW Flooring Solutions,
a Washington corporation

By: Alexander Kenesson
Alexander Kenesson
Its: Procurement Supervisor

By: SBuller
Suzanne Buller
Its: Business Director

INCLUDED GOODS AND SERVICES**PERFORMANCE REQUIREMENTS****A. Customer Service**

- Contractor shall acknowledge Purchaser job quote requests within one (1) business day of request and, within three (3) business days, schedule a job quote request with Purchaser (e.g., schedule site visit).
- Contractor shall, unless otherwise agreed upon by Purchaser, meet on site with Purchaser to consult and measure within fourteen (14) calendar days of Purchaser's job quote request.
- Contractor shall, unless otherwise agreed upon by Purchaser, provide to Purchaser a full and complete job quote within twenty-one (21) calendar days of Purchaser's job quote request.

B. Schedules. Schedules will be agreed upon between the Purchaser and the Contractor and will follow the below guidelines at a minimum:

- If there will be a delay or cancellation in the agreed upon schedule, Contractor must provide notice to the Purchaser two (2) business days in advance.
- Contractor will report any delivery delay whatsoever to the Purchaser, as well as its cause, within two (2) hours after Contractor is able to reasonably determine there will be a delay; the report will be provided to Purchaser by telephone or e-mail. Contractor will keep Purchaser fully informed and will take all reasonable action in eliminating the cause of delay.
- Contractor shall pickup any items marked for return within three (3) business days.

C. Product Offering and Installation Specifications

- Contractor must recommend any awarded phthalate-free items to the Purchaser prior to accepting an order for any items containing phthalates.
- The awarded bidder(s) must clearly and accurately label environmentally preferred products and services (EPPs) offered.
- Products installed under the resulting contract must meet or exceed the manufacturer's installation instructions and recommendations including any special precautions, and industry recommended best practices.
- Installation must meet or exceed any applicable state and local building codes, requirements, or standards.
- Installers must have a minimum of 5 years' experience installing floor covering materials, including but not limited to carpet and resilient flooring materials, and be an approved installer by the flooring manufacturer if applicable.
- Contractor shall take extreme care to limit noise at all times the building is occupied. Loud or unnecessary conversation shall be avoided. Playing of music is only permissible if the

volume is low enough not to be heard outside the immediate area. Noise, which Purchaser shall determine is disturbing or disruptive to occupants, shall be scheduled for periods when the building is not occupied.

D. Disposal (Category 1 – Carpet, only)

- All existing carpet and carpet padding must be taken to a recycling facility that accepts carpet for recycling unless otherwise required by law. Recycling means turning any manufacturer’s old carpet or carpet components into new carpet or other consumer products.
- Contractor shall provide proof of reclamation at Purchaser’s request.

ENVIRONMENTAL AND TECHNICAL SPECIFICATIONS

All Flooring Products

All flooring products offered must:

- Be tested and certified compliant with [California’s Section 01350 emissions test](#) based on the CA Department of Public Health (CDPH) Standard Method v1.2-2017 or the most current version. To demonstrate compliance, the product shall currently have at least one of the following third-party certifications:
 - SCS Assure (for rigid core vinyl flooring),
 - SCS FloorScore,
 - SCS Indoor Advantage Gold,
 - UL GREENGUARD Gold,
 - Carpet and Rug Institute Green Label Plus,
 - Blue Angel (for carpet and flooring adhesives), or
 - Verification by a third party-verified Environmental Product Declaration (EPD) or Health Product Declaration (HPD)

Over the course of the contract, additional equivalent certifications for low-emitting flooring products may be approved.

- Be free of intentionally added per- and poly-fluoroalkyl substances (PFAS). Screening for the presence or absence of PFAS can be accomplished by measuring total fluorine content. Compliance may be demonstrated by submitting:
 - Test data demonstrating that the product does not contain >100 ppm fluorine, or
 - Documentation that the product is Red List-free based on an Environmental Product Declaration or Health Product Declaration (EPD or HPD), or
 - Documentation of another third-party verified EPD or HPD stating that the product is PFAS-free or does not contain more than 100 ppm fluorine, or
 - Documentation of Cradle to Cradle certification v3.1 or newer at the Gold level or higher.
- Be attached mechanically without a chemical adhesive, or come with a peel-and-stick adhesive, or if a wet-applied carpet adhesive is utilized, it must:
 - Be certified low-emitting per CA 01350 (as described above), and
 - Not contain intentionally added methylene chloride or perchloroethylene.

- Not be made from tire-derived recycled rubber
- Have all environmental benefit claims made concerning products or services offered comply with the [Federal Trade Commission's Guidelines for the Use of Environmental Marketing Claims](#).

Category 1 - Carpet

All Master Contract flooring products in the Carpet category must:

- Have at least a ten-year warranty from the date of Certificate of installation. Contractor must replace carpet that does not comply with specifications or that fail within the specified warranty period.
- Be free of coal fly ash and polyvinyl chloride (PVC or "vinyl") or other chlorinated polymers
- Be a solution-dyed product, a manufacturing process where colored dye is thoroughly mixed into the liquid fiber solution before fibers are extruded
- Not be marketed as antimicrobial or claim as such
- The manufacturer of the product must have an active take-back program for its products and must publicly report on the effectiveness of the effort on an annual basis
- For Cut Pile carpets, have a minimum face weight of 26 ounces and minimum density of 5,000 ounces/yard³
- For Cut and Loop carpets, have a minimum face weight of 40 ounces
- For Loop Pile carpets, have a minimum face weight of 20 ounces and minimum density of 4,500 ounces/yard³
- All "Moderate Use" items must have a minimum TARR rating of 2.5 and a maximum modification ratio of 4.7
 - Polyester "Moderate Use" carpet must contain at least 25% post-consumer recycled content
- All "Heavy Use" items must consist of nylon fiber, and have a minimum TARR rating of 3.0 and a maximum modification ratio of 2.8
- All "Severe Use" items must consist of nylon 6 or 6.6 fiber and have a minimum TARR rating of 3.5 and a maximum modification ratio of 2.2
- Carpet cushions must not exceed 1,000 parts per million for additive flame retardant materials, contain no post-consumer recycled foam, be at least 7/16" thick, and have a minimum density of 6 pounds

Category 2 – Hard Surface Flooring

All Master Contract flooring products in the Hard Surface category must:

- Not require the periodic use of floor finish/polish, strippers/removers, sealants, or maintainers; including, but not limited to vinyl composite tile (VCT)
- All Solid Vinyl Tile, Luxury Vinyl Tile (LVT), and Luxury Vinyl Plank (LVP) must have a wear layer of at least 12 mil and meet ASTM F1700
- All Homogenous Sheet Vinyl must have a thickness of at least 2mm and meet ASTM F1913
- All Heterogeneous Sheet Vinyl must have a wear layer of at least 10 mil and meet ASTM F1303
- All Linoleum Sheet Flooring must be at least 2mm thick and meet ASTM F2034
- All Rubber Floor Tile must be at least 1/8" thick and meet ASTM F1344

PRICES FOR GOODS AND SERVICES

Category 1 – Carpet

Sub-Category	Manufacturer	Product Description	Manufacturer's Product Number	Materials Only Price	Price Installed	Unit of Measure (UOM)
					Southwest Region	
Rolled Cut And Loop Carpet	Mohawk	Get Real II	BC257	\$ 12.69	\$ 22.46	per sq. yard
Rolled Cut And Loop Carpet	Mohawk	Suburbia	SLC27	\$ 10.69	\$ 20.46	per sq. yard
Rolled Cut And Loop Carpet	Mohawk	Gathered Style	BC404	\$ 13.79	\$ 23.56	per sq. yard
Rolled Cut And Loop Carpet	Mohawk	Broken Checks	BC403	\$ 13.79	\$ 23.56	per sq. yard
Rolled Cut And Loop Carpet	Mohawk	Hue-ology	BC573	\$ 15.69	\$ 25.46	per sq. yard
Rolled Cut And Loop Carpet	Mohawk	Amend Art	BC532	\$ 15.19	\$ 24.96	per sq. yard
Rolled Cut And Loop Carpet	Mohawk	Good Will	BC528	\$ 15.19	\$ 24.96	per sq. yard
Rolled Cut And Loop Carpet	Mohawk	Jocund	BC529	\$ 15.19	\$ 24.96	per sq. yard
Rolled Cut And Loop Carpet	Mohawk	Social Perk	BC530	\$ 15.19	\$ 24.96	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Ivy Hall	SLC46	\$ 6.99	\$ 16.76	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Lynton	SLC47	\$ 6.99	\$ 16.76	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Color Study 30	BC574	\$ 12.69	\$ 22.46	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Color Study 36	BC575	\$ 14.69	\$ 24.46	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Color Study 42	BC576	\$ 16.69	\$ 26.46	per sq. yard

Rolled Cut Pile Carpet	Mohawk	Metropolis II	BC528	\$ 15.34	\$ 25.11	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Accompany	BC534	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Agnomen	BC552	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Alexian	BC540	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Ancilliary	BC532	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Antipole	BC545	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Balance Refresh	BC549	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Celestial Being	BC541	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Comeback	BC546	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Consul	BC539	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Contra	BC555	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Conveyor	BC538	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Country Mile	BC550	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Empyrean	BC544	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	New Leaf	BC554	\$ 21.15	\$ 30.92	per sq. yard

Rolled Cut Pile Carpet	Mohawk	Oblique	BC536	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Outrider	BC543	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Purview	BC553	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Recover Act	BC547	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Roundabout	BC556	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Second Wind	BC558	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Shape Up	BC557	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Sideward	BC537	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Sky Gap	BC551	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Spheriod	BC535	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Subsidiary	BC533	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Vicar	BC542	\$ 21.15	\$ 30.92	per sq. yard
Rolled Cut Pile Carpet	Mohawk	Waft	BC548	\$ 21.15	\$ 30.92	per sq. yard
Rolled Loop Carpet	Mohawk	Mindful 20	BC395	\$ 6.09	\$ 15.86	per sq. yard

Rolled Loop Carpet	Mohawk	Mindful 20 (15ft)	BC411	\$ 7.09	\$ 16.86	per sq. yard
Rolled Loop Carpet	Mohawk	Smart Details	BC451	\$ 7.99	\$ 17.76	per sq. yard
Rolled Loop Carpet	Mohawk	Get Started	BC406	\$ 7.99	\$ 17.76	per sq. yard
Rolled Loop Carpet	Mohawk	Graphic Touch	BC452	\$ 7.99	\$ 17.76	per sq. yard
Rolled Loop Carpet	Mohawk	Must Have	BC287	\$ 8.99	\$ 18.76	per sq. yard
Rolled Loop Carpet	Mohawk	End Result	BC288	\$ 8.99	\$ 18.76	per sq. yard
Rolled Loop Carpet	Mohawk	Start Right	BC453	\$ 7.99	\$ 17.76	per sq. yard
Rolled Loop Carpet	Mohawk	Mindful 26 (15ft)	BC412	\$ 7.99	\$ 17.76	per sq. yard
Rolled Loop Carpet	Mohawk	Mindful 26	BC396	\$ 7.99	\$ 17.76	per sq. yard
Rolled Loop Carpet	Mohawk	Carroll Avenue	SLC43	\$ 9.19	\$ 18.96	per sq. yard
Rolled Loop Carpet	Mohawk	Random Weave	BC377	\$ 9.69	\$ 19.46	per sq. yard
Rolled Loop Carpet	Mohawk	Whip Stitch	BC376	\$ 9.99	\$ 19.76	per sq. yard
Rolled Loop Carpet	Mohawk	Diffused Selvedge	BC374	\$ 9.69	\$ 19.46	per sq. yard
Rolled Loop Carpet	Mohawk	Cross Knit	BC375	\$ 9.99	\$ 19.76	per sq. yard

Rolled Loop Carpet	Mohawk	New Basics III	BC398	\$ 9.99	\$ 19.76	per sq. yard
Rolled Loop Carpet	Mohawk	End Result	BC288	\$ 8.99	\$ 18.76	per sq. yard
Rolled Loop Carpet	Mohawk	Must Have	BC287	\$ 8.99	\$ 18.76	per sq. yard
Rolled Loop Carpet	Mohawk	New Basics III 26	BC399	\$ 10.69	\$ 20.46	per sq. yard
Rolled Loop Carpet	Mohawk	Cross Plains	BC524	\$ 13.69	\$ 23.46	per sq. yard
Rolled Loop Carpet	Mohawk	Billet	BC525	\$ 15.69	\$ 25.46	per sq. yard
Rolled Loop Carpet	Mohawk	Society Perk	BC526	\$ 15.69	\$ 25.46	per sq. yard
Rolled Loop Carpet	Mohawk	Interplay	GL415	\$ 15.46	\$ 25.23	per sq. yard
Rolled Loop Carpet	Mohawk	Interplay Stripe	GL416	\$ 15.46	\$ 25.23	per sq. yard
Rolled Loop Carpet	Mohawk	Miranda Stitchlock	GL417	\$ 15.46	\$ 25.23	per sq. yard
Rolled Loop Carpet	Mohawk	Interplay	GL415	\$ 15.46	\$ 25.23	per sq. yard
Rolled Loop Carpet	Mohawk	Interplay Stripe	GL416	\$ 15.46	\$ 25.23	per sq. yard
Rolled Loop Carpet	Mohawk	Miranda Stitchlock	GL417	\$ 15.46	\$ 25.23	per sq. yard
Rolled Loop Carpet	Mohawk	Interplay	GL415	\$ 15.46	\$ 25.23	per sq. yard

Rolled Loop Carpet	Mohawk	Interplay Stripe	GL416	\$ 15.46	\$ 25.23	per sq. yard
Rolled Loop Carpet	Mohawk	Miranda Stitchlock	GL417	\$ 15.46	\$ 25.23	per sq. yard
Rolled Loop Carpet	Mohawk	Faculty Remix	GL154	\$ 17.89	\$ 27.66	per sq. yard
Rolled Loop Carpet	Mohawk	Matte Finish	GL421	\$ 18.79	\$ 28.56	per sq. yard
Rolled Loop Carpet	Mohawk	Moss Moderne	GL420	\$ 18.79	\$ 28.56	per sq. yard
Carpet Tile	Mohawk	Mindful Tile	BT446	\$ 13.24	\$ 22.36	per sq. yard
Carpet Tile	Mohawk	Mindful Stripe Tile	BT447	\$ 13.24	\$ 22.36	per sq. yard
Carpet Tile	Mohawk	Interthread	BT449	\$ 13.24	\$ 22.36	per sq. yard
Carpet Tile	Mohawk	Statement Fabric	BT448	\$ 13.24	\$ 22.36	per sq. yard
Carpet Tile	Mohawk	Renewed Path	BT578	\$ 13.24	\$ 22.36	per sq. yard
Carpet Tile	Mohawk	Infinite Impct	BT499	\$ 13.24	\$ 22.36	per sq. yard
Carpet Tile	Mohawk	Academic View	BT433	\$ 16.24	\$ 25.36	per sq. yard
Carpet Tile	Mohawk	Enlivened	BT455	\$ 16.24	\$ 25.36	per sq. yard
Carpet Tile	Mohawk	Adaptable	BT432	\$ 19.24	\$ 28.36	per sq. yard

Carpet Tile	Mohawk	Draft Point	BT427	\$ 14.24	\$ 23.36	per sq. yard
Carpet Tile	Mohawk	Creative Spark	BT426	\$ 14.24	\$ 23.36	per sq. yard
Carpet Tile	Mohawk	Framed Structure	BT436	\$ 16.24	\$ 25.36	per sq. yard
Carpet Tile	Mohawk	Shaded Lines	BT437	\$ 16.24	\$ 25.36	per sq. yard
Carpet Tile	Mohawk	Angled Perception	BT496	\$ 22.04	\$ 31.16	per sq. yard
Carpet Tile	Mohawk	Hidden Dimension	BT497	\$ 22.04	\$ 31.16	per sq. yard
Carpet Tile	Mohawk	Headstrong	BT354	\$ 23.04	\$ 32.16	per sq. yard
Carpet Tile	Mohawk	Vandal	BT358	\$ 23.01	\$ 32.13	per sq. yard
Carpet Tile	Mohawk	Insurgent	BT367	\$ 20.04	\$ 29.16	per sq. yard
Carpet Tile	Mohawk	Mutineer	BT366	\$ 20.04	\$ 29.16	per sq. yard
Carpet Tile	Mohawk	Blended Twist	BT413	\$ 17.24	\$ 26.36	per sq. yard
Carpet Tile	Mohawk	Threaded Craft	BT414	\$ 17.24	\$ 26.36	per sq. yard
Carpet Tile	Mohawk	CEO II	BT382	\$ 22.24	\$ 31.36	per sq. yard
Carpet Tile	Mohawk	Artist II	BT380	\$ 22.24	\$ 31.36	per sq. yard

Carpet Tile	Mohawk	Doctor II	BT381	\$ 22.24	\$ 31.36	per sq. yard
Carpet Tile	Mohawk	Coolly Noted	BT336	\$ 13.94	\$ 23.06	per sq. yard
Carpet Tile	Mohawk	Clever Class	BT408	\$ 13.94	\$ 23.06	per sq. yard
Carpet Tile	Mohawk	Posture	BT407	\$ 13.94	\$ 23.06	per sq. yard
Carpet Tile	Mohawk	Picture This	BT334	\$ 13.94	\$ 23.06	per sq. yard
Carpet Tile	Mohawk	Seek Unique	BT335	\$ 13.94	\$ 23.06	per sq. yard
Carpet Tile	Mohawk	New Basics III Tile	BT400	\$ 19.14	\$ 28.26	per sq. yard
Carpet Tile	Mohawk	Hydrosphere	GT332	\$ 27.24	\$ 36.36	per sq. yard
Carpet Tile	Mohawk	Ecosphere	GT333	\$ 27.24	\$ 36.36	per sq. yard
Carpet Tile	Mohawk	Lithosphere	GT334	\$ 27.24	\$ 36.36	per sq. yard
Carpet Tile	Mohawk	First One Up II	BT443	\$ 22.44	\$ 31.56	per sq. yard
Carpet Tile	Mohawk	Rise Up	GT420	\$ 22.24	\$ 31.36	per sq. yard
Carpet Tile	Mohawk	Swipe Right	GT418	\$ 22.24	\$ 31.36	per sq. yard
Carpet Tile	Mohawk	Side Stripe	GT419	\$ 22.24	\$ 31.36	per sq. yard

Carpet Tile	Mohawk	Accredited	GT431	\$ 24.24	\$ 33.36	per sq. yard
Carpet Tile	Mohawk	Sabbatical	GT433	\$ 24.24	\$ 33.36	per sq. yard
Carpet Tile	Mohawk	Disruptive Path	BT430	\$ 23.47	\$ 32.59	per sq. yard
Carpet Tile	Mohawk	Shared Path	BT429	\$ 22.89	\$ 32.01	per sq. yard
Carpet Tile	Mohawk	Metallic Path	BT431	\$ 23.47	\$ 32.59	per sq. yard
Carpet Tile	Mohawk	Xeric	GT406	\$ 24.58	\$ 33.70	per sq. yard
Carpet Tile	Mohawk	Chitalpa	GT407	\$ 24.58	\$ 33.70	per sq. yard
Carpet Tile	Mohawk	Baccharis	GT408	\$ 24.58	\$ 33.70	per sq. yard
Carpet Tile	Mohawk	Proficient	GT432	\$ 24.24	\$ 33.36	per sq. yard
Carpet Tile	Mohawk	Write Direction	GT318	\$ 24.86	\$ 33.98	per sq. yard
Carpet Tile	Mohawk	Kinesthetic	GT317	\$ 24.41	\$ 33.53	per sq. yard
Carpet Tile	Mohawk	Into It	GT319	\$ 24.15	\$ 33.27	per sq. yard
Carpet Tile	Mohawk	Brain Power	GT136	\$ 24.58	\$ 33.70	per sq. yard
Carpet Tile	Mohawk	Forward Vision	GT13	\$ 24.58	\$ 33.70	per sq. yard

Carpet Cushion	Mohawk	Smart Step 20 6' & 12'	P20BP & P20CC	\$ 2.36	\$ 3.36	per sq. yard
Carpet Cushion	Mohawk	Smart Step 32 Double Stick 6' & 12'	P23DSH	\$ 4.48	\$ 5.48	per sq. yard
Carpet Adhesives	Mohawk	Enpress		\$ 93.00		per sq. yard
Carpet Adhesives	Mohawk	Flex Lock Tabs		\$ 83.00		
Carpet Adhesives	Mohawk	Nubroadlok		\$ 40.00		

Category 2 – Hard Surface

Sub-Category	Manufacturer	Product Description	Manufacturer's Product Number	Materials Only Price	Price Installed		Unit of Measure (UOM)
					Southwest Region		
Homogeneous Sheet Vinyl	Mohawk	Medella	C2048	\$ 3.50	\$ 8.39		per sq. foot
Heterogeneous Sheet Vinyl	Mohawk	Living Kind	C2049	\$ 1.88	\$ 6.77		per sq. foot
Heterogeneous Sheet Vinyl	Mohawk	Inner Glow	C2035	\$ 1.45	\$ 6.34		per sq. foot
Heterogeneous Sheet Vinyl	Mohawk	Resplendent Refuge	C2036	\$ 1.45	\$ 6.34		per sq. foot
Heterogeneous Sheet Vinyl	Mohawk	Striking Balance	C2037	\$ 1.45	\$ 6.34		per sq. foot
Heterogeneous Sheet Vinyl	Mohawk	Calmness	C2023	\$ 2.82	\$ 7.71		per sq. foot
Heterogeneous Sheet Vinyl	Mohawk	Ephemeral	C2022	\$ 2.82	\$ 7.71		per sq. foot
Heterogeneous Sheet Vinyl	Mohawk	Sensory	C2021	\$ 2.82	\$ 7.71		per sq. foot
Heterogeneous Sheet Vinyl	Mohawk	Therapeutic	C2020	\$ 2.82	\$ 7.71		per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Pivot Point Textile	C0113-3	\$ 3.69	\$ 7.93		per sq. foot

Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Pivot Point Stone	C0113-2	\$ 3.69	\$ 7.93	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Pivot Point Wood	C0113-1	\$ 3.69	\$ 7.93	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Select Step II Stone	CR704	\$ 1.69	\$ 5.93	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Select Step II Wood	CR703	\$ 1.69	\$ 5.93	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Secoya	C0009	\$ 3.59	\$ 7.83	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Bolder	C0010	\$ 3.59	\$ 7.83	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Living Local Chromascope	C0159	\$ 2.39	\$ 6.63	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Living Local Stoneworks	C0179	\$ 2.39	\$ 6.63	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Living Local Terrazzo	C0180	\$ 2.39	\$ 6.63	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Living Local Optic Hues	C0178	\$ 2.39	\$ 6.63	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Living Local Wood	C2039	\$ 2.39	\$ 6.63	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Large and Local	C0128	\$ 3.09	\$ 7.33	per sq. foot

Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Vivid Step Wood	CR705	\$ 1.46	\$ 5.70	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Vivid Step Stone	CR706	\$ 1.46	\$ 5.70	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Urban Native Wood	CR0083	\$ 2.00	\$ 6.24	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Urban Native Stone	CR0084	\$ 2.00	\$ 6.24	per sq. foot
Solid Vinyl Tile/Luxury Vinyl Tile (LVT)/Luxury Vinyl Plank (LVP)	Mohawk	Edgeland	C0085	\$ 1.45	\$ 5.69	per sq. foot
Rubber Flooring	Mohawk	Medi Flex	TRSTB	\$ 6.50	\$ 11.07	per sq. foot
Flooring Adhesives		M700		\$ 116.31		per sq. foot
Flooring Adhesives		M95		\$ 133.31		per sq. foot
Flooring Adhesives		M99		\$ 163.31		per sq. foot
Flooring Adhesives		AD 777		\$ 183.31		per sq. foot

Additional Flooring Options/Services

Sub-Category	Specifications	Manufacturer	Product Description	Unit of Measure (UOM)	Discount off of MSRP	Unit Price
Install	Tackstrip	Mohawk	Tackstrip for stretch carpet	per sq. yard	15%	\$ 1.25
Install	Coving stick/cap	Futura	Coving radius and cap for sheet vinyl	per ln ft wall	15%	\$ 1.45

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, 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.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$1,000,000.

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 the 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.** Commercial General Liability and Commercial Automobile 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 Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, 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) 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, will result in contract cancellation. **All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Master Contract Insurance Certificate
Master Contract No. 01820 Flooring & Installation Services
Attn: Team Cedar
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: DESContractsTeamCedar@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Master Contract Insurance Certificate – Master Contract No. 01820
– Flooring & Installation Services**

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. 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) 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 Master Contract number stated on the cover of this Master Contract.

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 Master Contract.