

MASTER CONTRACT

No. 05918

FOOD SERVICE DISPOSABLES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

VERITIV OPERATING COMPANY

Dated July 9, 2019

MASTER CONTRACT

No. 05918

FOOD SERVICE DISPOSABLES

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 Veritiv Operating Company, a Delaware corporation ("Contractor") and is dated and effective as of July 9, 2019.

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 for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Procurement Solicitation No. 05918 dated April 10, 2019 regarding Food Service Disposables.
- C. Enterprise Services evaluated all responses to the Procurement Solicitation and identified Contractor as an/the apparent successful bidder.
- D. 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.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods 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 forty-eight (48) months, commencing July 9, 2019 and ending July 8, 2023.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
 - 2.2. **MCUA PARTIES.** This Master Contract also may be utilized by 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);

- 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 AND PRICE.

- 3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell Food Service Disposables products used to serve, hold, and consume food, such as paper plates, plastic cutlery, disposable tablecloths, napkins, and take out containers and as set forth in *Exhibit A – Food Disposables Pricing Sheet*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods beyond those set forth in *Exhibit A – Food Disposables Pricing Sheet*.
- 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 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. If Purchasers desire to consistently order products that are not part of *Exhibit A*, the Contractor will be given an opportunity to provide pricing to Enterprise Services for consideration of addition to the Master Contract.
- 3.3. **ECONOMIC ADJUSTMENT.** Beginning twenty-four (24) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit A* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS), PCU31199-31199- 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 May 1 each year. Prices shall be adjusted on August 1. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:
- $$\text{New Price} = (\text{Average 12 months of the most current index data} - \text{Average 12 months index data prior to contract start date}) / \text{Average 12 months index data prior to contract start date}$$
- 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 A* (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 and pricing, 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 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 free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods 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. 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.
- 4.5. AUTHORIZED DEALER. Contractor represents and warrants that it is an authorized product reseller for the goods and that it shall maintain its authorized product reseller status for the Term of this Master Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized product reseller.
- 4.6. 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.
- 4.7. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring 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 the Master Contract.

- 4.8. EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, 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 Master 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.
- 4.9. 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 or suggesting that such goods 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.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Food Service Disposable products from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser. At a minimum, Contractor shall accept telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number. With any ordering mechanism, Contractor shall provide the Purchaser with the confirmation of order placement. At a minimum, the confirmation shall include the time identification, product, quantity to be delivered, unit of issue, product pricing, and delivery order number. 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.
- 5.2. WEB BASED ORDERING SYSTEM. Contractor shall make available a web based ordering system at no cost to Purchasers. Contractor shall provide Purchasers with instructions, training, customer service, and maintenance and repairs as necessary and free of charge. The web based ordering system shall encompass a catalog order guide describing product specifications; the ability to place and track orders by each purchaser; log of order history; and other functionality to support Purchaser ordering needs. The catalog at a minimum must include the item’s unit of issue, description; brand; Contractor’s product number; manufacturer’s product number; and contract price. Purchasers should be able to search, sort, and filter through products based on descriptions above.
- 5.3. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods 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 not require minimum orders nor impose cost based on order size.
 - (b) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - (c) Contractor shall ship all Food Service Disposable products 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 ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.
 - (d) 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.
- 5.4. RECEIPT AND INSPECTION OF FOOD SERVICE DISPOSABLE PRODUCTS. Food Service Disposable products 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 Food Service Disposable products that are not in accordance with this

Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected Food Service Disposable products. If there are any apparent defects in the Food Service Disposable products 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 Food Service Disposable products or, at Purchaser's option, Purchaser may note any damage to Food Service Disposable products on the receiving report, decline acceptance, and deduct the cost of rejected Food Service Disposable products from final payment. Payment for any Food Service Disposable Products under such Purchase Order shall not be deemed acceptance of the Food Service Disposable products.

- 5.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements. If requested by Purchaser, Contractor shall provide evidence of current background checks for any employees or agents who will deliver Food Service Disposables or access Purchaser's premises pursuant to this Master Contract. Such background check shall be performed by the Washington State Patrol.

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. 05918
 - (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) Invoice amount; and
 - (f) 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. 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:

<p>Enterprise Services Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-2210 Email: contractingandpurchasing@des.wa.gov</p>	<p>Veritiv Operating Company Attn: Joseph Gurzenda 1000 Abernathy Rd. NE, Bldg. 400 STE 1700 Atlanta, GA 30328 Tel: (717) 215-4248 Email: joseph.gurzenda@veritivcorp.com</p>
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With a Copy to
Veritiv Operating Company
Attn: General Counsel
1000 Abernathy Rd. NE, Bldg. 400
STE 1700
Atlanta, GA 30328

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 to be available during normal business hours, 8:00 am to 5:00 pm Monday through Friday. The name of the representative and the phone number, email address, or any other method of communicating with the representative, shall be furnished to eligible Purchasers and Enterprise Services after award. A backup person who is sufficiently trained to assume these duties shall be designated and be available in absence of the primary

customer service representative. The customer service representative shall also 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

Veritiv Operating Company

Attn: General Counsel
1000 Abernathy Rd. NE, Bldg. 400
STE 1700
Atlanta, GA 30328
Email: joseph.gurzenda@veritivcorp.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 1.50 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:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .0150.$$

- (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 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 MS Excel.

- 8.4. QUARTERLY REPORT OF SMALL AND DIVERSE BUSINESS INCLUSION. Quarterly, Contractor shall report to Enterprise Services its small and diverse business inclusion results pertaining to this Master Contract. For this Master Contract and Contractor's utilization of small businesses (see RCW 39.26.010 (definition of 'small business')) and Washington State certified diverse businesses (i.e., woman-owned, minority-owned, and veteran-owned), such report shall detail which, if any, small and diverse businesses Contractor has utilized for purposes of this Master Contract and whether such subcontractor(s) meet the applicable Washington State criteria to be either a 'small business' or a 'diverse business', and report the amount paid to each such subcontractor. Contractor shall maintain records supporting such report in accordance with this Master Contract's records retention requirements.

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 contract 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 B – Insurance Requirements*.
- 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 Contractor's 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, fines, 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 Purchaser's 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 manager 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. 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 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 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 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. **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.
- 14.7. **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.
- 14.8. **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.

- 14.9. 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.
- 14.10. 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 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.
- 14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods 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.
- 14.12. 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.
- 14.13. 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.
- 14.14. 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.
- 14.15. 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.
- 14.16. 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.
- 14.17. 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.

- 14.18. 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.
- 14.19. 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.
- 14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. 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.
- 14.22. 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.
- 14.23. 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

By: 
Josh Klika
Its: Procurement Supervisor

VERITIV OPERATING COMPANY,
a Delaware Corporation

By: 
Type Name
Its: Title Director, NYA

FOOD DISPOSABLES PRICING SHEET

Item No.	Veritiv Product No.	Brand	Cost	Unit Issue	Item Description
1	10843338	SPRING GROVE	\$33.05	CASE	450-2050 CUP 3 1/2 OZ SOLO WATER 1PC ROLLED RIM PLEATD UNPRT WH 50sl/2500
SA1	10788312	Asean	\$38.00	CASE	PLA-4 CUP 4 OUNCE ASEAN JAYA BIOPOLYMER COMPOSTABLE SOUFFLE CLEAR 1000/CA
2	10023518	Elkay	\$17.37	CASE	BPRC12F5280 COVER 52X80 .6 MIL BUN PAN RACK HD 50/CS
3	10024152	Elkay	\$6.90	CASE	F20305 BAG 3X5 2MIL ELKAY CLEAR LINE LDPE SINGLE TRACK SEAL TOP CLEAR 1000/CS
4	10024156	Elkay	\$5.90	CASE	7G042008 BAG 4X2X8 .75 MIL ELKAY FREEZER GUSSET STANDARD LLDPE 1000/CS
5	10024159	Elkay	\$9.71	CASE	F20406 BAG 4X6 2MIL ELKAY CLEAR LINE POLY SINGLE TRACK SEAL TOP CLEAR 1000/CS
6	10024165	Elkay	\$23.44	CASE	10G-055419 BAG 5 1/2X4 3/4X19 ELKAY 1 MIL GUSSET LDPE BAG 1000/CS
7	10024173	Elkay	\$28.28	CASE	FAS20610 BAG 6X10 2MIL ELKAY LDPE ANTI-STATIC AMINE-FREE PINK 1000/CS
8	10024179	Elkay	\$14.67	CASE	F20606 BAG 6X6 2MIL ELKAY CLEAR LINE POLY SNGL TRACK SEAL TOP CLR 100/PK 1000/CS
9	10024185	Elkay	\$19.96	CASE	F20708 BAG 7X8 2MIL ELKAY CLEAR LINE SINGLE TRACK SEAL TOP CLEAR 1000/CS
10	10024231	Elkay	\$30.04	CASE	F20810 BAG 8X10 2 MIL CLEAR LINE SINGLE TRACK SEAL TOP 1000/CS
11	10024248	Elkay	\$41.56	CASE	F21012 BAG 10X12 2MIL ELKAY CLEAR LINE POLY SINGLE TRACK SEAL TOP CLEAR 1000/CS
12	10024259	Elkay	\$79.10	CASE	F21318 BAG 13X18 2 MIL CLEAR LINE SINGLE TRACK SEAL TOP 100/PK 1000/CS
13	10024752	Pactiv	\$73.28	CASE	L7002 COVER 12 5/16X6 3/16IN PACTIV FOIL LAMINATED BOARD FOR 7002 PAN 500/CS
14	10025829	Pactiv	\$43.84	CASE	YC18-5301 LID 48-64 OZ PLASTIC DOME SNAP-ON FOR DELI CONT CLEAR 110/ PK 220/CS
15	10842930	SPRING GROVE	\$19.55	CASE	LVS508-0007 LID 8 OUNCE PAPER CONTAINER PLASTIC HI-HEAT WHITE 50sl/1000
SA15	10784716	Asean	\$49.12	CASE	PLFC-LID-8 LID 8OZ ASEAN PLANET+ PAPER BIOPOLYMER COMPOST CONT WH 50/PK 20PK/CA
16	10842929	SPRING GROVE	\$21.66	CASE	LVS516-00007 LID 16OZ PAPER CONTAINER PLASTIC HI-HEAT WHITE 50sl/1000
SA16	10787405	Asean	\$46.25	CASE	L021 LID 16OZ ASEAN STALK MARKET SUGAR CANE BIOPOLYMER COMPOST BEIGE 600/CA
17	10810851	SPRING GROVE	\$85.05	CASE	R7N-00055 CUP 7 OUNCE JAZZ WAXED PAPER SODA COLD 100sl/2500

Item No.	Veritiv Product No.	Brand	Cost	Unit Issue	Item Description
SA17	10788405	Asean	\$65.73	CASE	PLA-9-NP CUP 9 OUNCE ASEAN JAYA BIOPOLYMER COMPOSTABLE COLD CLEAR 1000/CA
18	10810849	SPRING GROVE	\$91.95	CASE	R9N-00055 CUP 9 OUNCE JAZZ TWO PIECE WAXED PAPER SODA COLD 100sl/2500
SA18	10784727	Asean	\$50.21	CASE	JE02 CUP 2OZ ASEAN STALK MARKET COMPOSTABLE BEIGE 50/SL 40SL/CA
19	10029845	Dart	\$41.14	CASE	075-2050 CUP 3/4 OUNCE HEAVY DUTY DRY WAXED PLEATED PAPER SOUFFLE 20/250PK/CS
20	10029856	Dart	\$46.51	CASE	100-2050 CUP 1 OUNCE HEAVY DUTY DRY WAXED PLEATED PAPER SOUFFLE 20/250PK/CS
21	10029879	Dart	\$69.22	CASE	200-2050 CUP 2OZ SOLO HEAVY DUTY PAPER SOUFFLE 20/250PK/CA
SA21	10788301	Asean	\$54.04	CASE	PLA-2 CUP 2 OUNCE ASEAN JAYA BIOPOLYMER COMPOSTABLE SOUFFLE CLEAR 1000/CA
22	10056407	Dixie	\$73.61	CASE	801200 PAPER 6X6 DISPENS-A-WAX DELI PATTY WHITE 1000pk/ 10000/cs
SA22	10056407	Dixie	\$73.61	CASE	801200 PAPER 6X6 DISPENS-A-WAX DELI PATTY WHITE 10/1000PK/CS
23	10068509	Duro	\$43.99	BALE	80080 GROCERY SACK 12X7X17 76# DURO 1/6 BBL SUPER-TUFF KRAFT SOS BRN 400/BL
SA23	10068509	Duro	\$43.99	CASE	GROCERY SACK 12x7x17 76# DURO 1/6 BBL SUPER TUFF KRAFT SOS BRN 400/BL
24	10068562	BAGCRAFT	\$21.67	ROLL	461721 WRAPPING PAPER 18X1275FT 40# PAC PAPER NATURAL KRAFT 1RL
25	10069756	BAGCRAFT	\$43.73	ROLL	EKRNO4003660102 WRAPPING PAPER 36X1275 FT 40# PAPER PULP NATURAL KRAFT 1RL
26	10822895	SPRING GROVE	\$48.23	CASE	378W-2050 CUP 8 OUNCE SOLO PAPER HOT POLY LINED WHITE 50sl/1000
SA26	11085550	Asean	\$33.67	CASE	PE-8 JAVA CREW HOT CUP 8OZ ASEAN ECOSOURCE PE CTD PPR WH P1C JAVA CREW 1000/CS
27	10087538	BAGCRAFT	\$36.00	ROLL	EKBW05001860036 BUTCHER PAPER 18X1100FT 50# PAPER PULP & FILM WHITE 1RL
28	10096149	BAGCRAFT	\$47.27	ROLL	EKBW05002460038 BUTCHER PAPER 24 INCH 50# PAC PAPER SNOW WHITE 1RL
29	10099846	Heritage	\$33.14	CASE	H4832HC CAN LINER 24X32 .7MIL 12-16GL HERITAGE BAG LLDPE FLAT CLR 500/CS
30	10120584	Dart	\$97.03	CASE	SD5 CONTAINER 5 OUNCE SOLO SOLOSERVE PET CLEAR 50/PK 1000/CS
SA30	10847334	Asean	\$72.99	CASE	PLA-5 CUP 5 OZ ASEAN JAYA INGEO BIOPOLYMER COMPOSTABLE COLD CLEAR 40/SL 50SL/CS
31	10152408	WESTERN PLASTICS	\$13.93	CASE	182 FILM 18X2000FT WESTERN PLASTICS PVC FOOD CUTTER BOX CLEAR 1/BX

Item No.	Veritiv Product No.	Brand	Cost	Unit Issue	Item Description
SA32	10170129	Duro	\$48.70	CASE	GROCERY SACK 12 x 7 x 17 DURO FUROSTAN 1/6 BBL BARREL SOS 60# KRAFT
33	10173713	WESTERN PLASTICS	\$20.05	CASE	142 FILM 24X2000FT WESTERN PLASTICS PVC FOOD CUTTER BOX CLEAR 1/BX
34	110173710	WESTERN PLASTICS	\$34.88	CASE	281 ALUMINUM FOIL 18X1000FT WESTERN PLASTICS STD CUTTER BOX 1/BX
35	10173717	WESTERN PLASTICS	\$73.32	CASE	242 ALUMINUM FOIL 24X1000FT WESTERN PLASTICS HD CUTTER BOX 1/BX
36	10185764	BAGCRAFT	\$27.50	CASE	EKRNO4002460095 WRAPPING PAPER 24X1275 FT 40# PAC PAPER BROWN KRAFT 1/RL
37	10205418	BAGCRAFT	\$2.73	EACH	P-10-WH-STD APRON 38X31 INCH 7MIL LOCKNANE VINYL WHITE 1/EA
38	10211268	Pactiv	\$101.28	CASE	700240 PAN 47.5OZ 3# PACTIV STEAM OBLONG ALUMINUM 250/cs
39	10777445	Spring Grove	\$12.18	CASE	PP6GREWH PLATE 6 INCH AJM LIGHT WEIGHT PAPER GREEN LABEL 100/PK 1000/CS
SA39	10777445	Spring Grove	\$12.18	CASE	421278 PLATE 6 INCH SPRING GROVE PPR UNCOATED FLUTED WHITE 100/PK 1M/CS
40	10777447	Spring Grove	\$13.29	CASE	PP9GREWH PLATE 9 INCH AJM LIGHT WEIGHT PAPER GREEN LABEL 100/PK 1000/CS
SA40	10777447	Spring Grove	\$13.29	CASE	421286 PLATE 9 INCH SPRING GROVE PPR UNCOATED FLUTED WHITE 100/PK 1M/CS
41	10218555	BAGCRAFT	\$55.84	CASE	EKFW04002460254 FREEZER PAPER 24X1100FT 30# PAC PAPER G14624W WHITE 1 RL
42	10222786	BAGCRAFT	\$40.05	CASE	EKFW04002060058 FREEZER PAPER 20X1100FT 35/5 PAC PAPER BLEACHED 1/RL
43	10256873	Zenith	\$31.28	CASE	#6534 #19 SANDWICH BAG 6X3/4X7 1/4 ZENITH SNAK PAK POLY 2000/CS
44	10843481	Spring Grove	\$23.92	CASE	75002442 CONTAINER 16 OUNCE AMERICAN PLASTIC PRIMESOURCE DELI CLEAR 50sl/500/cs
SA44	10788078	Stalk Market	\$62.40	CASE	PLA-DR16-A CONTAINER 16 OUNCE ASEAN JAYA BIOPOLYMER DELI RND COMPOST CLR 600/CA
45	10384462	ESSITY	\$46.08	CASE	NP310A DINNER NAPKIN 15X16 1/4 2 PLY 1/8 FOLD SCA TORK ADVANCED WH 8PKS/375
46	10405986	ESSITY	\$44.97	CASE	N5181A DINNER NAPKIN 15X17 1PLY 1/8 FOLD SCA TORK UNIVERSAL WHITE 12PKS/250
SA46	10405986	ESSITY	\$44.97	CASE	N5181A DINNER NAPKIN 15X17 1PLY 1/8 FOLD SCA TORK UNIVERSAL WHITE 250/PK 3000/CS
47	10406835	Duro	\$56.05	BALE	11-600600-11101 GROCERY BAG 12X7X17 #56 60# BULLDOG PAPER NATURAL KRAFT 500/BL
SA47	10406835	Duro	\$56.05	CASE	GROCERY BAG 12 x 7 x 17 #56 60# BULLDOG PAPER NATURAL KRAFT
48	10418884	WESTERN PLASTICS	\$23.33	ROLL	286 ALUMINUM FOIL 18X500FT WESTERN PLASTICS HEAVY DUTY W/CUTTER BOX 1/RL

Item No.	Veritiv Product No.	Brand	Cost	Unit Issue	Item Description
SA48	10418884	WESTERN PLASTICS	\$23.33	RL	286 ALUMINUM FOIL 18X500FT WESTERN PLASTICS HEAVY DUTY W/CUTTER BOX 1/RL
49	10843341	SPRING GROVE	\$36.71	CASE	400PC CONTAINER 4 OUNCE CONEX PLASTIC PORTION CLEAR 50sl/2500
50	10448638	Dart	\$58.62	CASE	378HSM-J8000 CUP 8 OUNCE SOLO PAPER SINGLE POLY HOT HNDL SYMPHONY 50/PK 1000/CS
SA50	11085550	Asean	\$33.67	CASE	PE-8 JAVA CREW HOT CUP 8OZ ASEAN ECOSOURCE PE CTD PPR WH P1C JAVA CREW 1000/CS
51	10448630	Dart	\$41.81	CASE	VS508-J8000 CONTAINER 8 OUNCE SOLO PAPER SINGLE POLY SYMPHONY 50/PK 1000/CS
SA51	10778409	Asean	\$51.85	CASE	PLC-8 CUP 8OZ ASEAN PLANET+ PAPER BIOPOLYMER LINING WH 50/PK 20PK/CA
52	10483470	Dart	\$37.32	CASE	LP6B-2054 PLATE 6 INCH SOLO COATED PAPER DINNERWARE LITE WGT ECONOMY WHITE p/1000
SA52	10778459	Asean	\$26.00	CASE	ES-P06 PLATE 6 INCH ASEAN ECOSOURCE ROUND BEIGE 50/SL 1000/CA
53	10448655	Dart	\$59.62	CASE	VS516-J8000 CONTAINER 16 OUNCE SOLO PAPER SINGLE POLY SYMPHONY 50pk/1000
SA53	10778412	Asean	\$73.98	CASE	PLC-16 CUP 16 OZ ASEAN PLANET+ PAPER BIOPOLYMER LINING WH 50/PK 20PK/CA
54	10839324	Spring Grove	\$18.36	CASE	FM217 FORK 6.31 INCH DIXIE HVY MEDIUM WEIGHT POLYSTYRENE WHITE 1000/CS
SA54	10743140	Stalk Market	\$28.99	CASE	ES-C02 FORK ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
55	10473965	Dart	\$58.62	CASE	378HJZ-00055 CUP 8 OUNCE SOLO PAPER SINGLE POLY HOT HANDLE JAZZ 50/PK 1000/CS
SA55	11085550	Asean	\$33.67	CASE	PE-8 JAVA CREW HOT CUP 8OZ ASEAN ECOSOURCE PE CTD PPR WH P1C JAVA CREW 1000/CS
56	10476333	Dart	\$56.98	CASE	376HJZ-00055 CUP 6 OUNCE SOLO JAZZ PAPER SINGLE POLY HOT HANDLE 50/PK 1000/CS
57	10839326	Spring Grove	\$16.37	CASE	TM217 TEASPOON GEORGIA-PACIFIC HEAVY MEDIUM WEIGHT POLY WHITE 1000/CS
SA57	10743142	Stalk Market	\$28.99	CASE	ES-C03 SPOON ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
58	10839258	Spring Grove	\$9.40	CASE	KM217 KNIFE GEORGIA-PACIFIC HEAVY MEDIUM WEIGHT POLYSTYRENE WHITE 1000/CS
SA58	10743138	Stalk Market	\$28.99	CASE	ES-C01 KNIFE ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
59	10822889	SPRING GROVE	\$81.73	CASE	R53BB-JD110 CUP 5OZ SOLO PAPER COLD DRY WAX BARE 100sl/2500
60	10493080	Dart	\$96.04	CASE	IC8-J7534 CUP 8 OZ SOLO DUO SHIELD HOT TUSCAN CAFE p/1000
SA60	10787646	Asean	\$68.93	CASE	PLA-9 CUP 9 OUNCE ASEAN JAYA BIOPOLYMER COMPOSTABLE COLD CLEAR 1000/CA

Item No.	Veritiv Product No.	Brand	Cost	Unit Issue	Item Description
61	10778834	Duro	\$15.50	CASE	89462 GROCERY BAG 5X3 1/3X9 3/4 4 LB DURO ELEPHANT BULWARK 52# KRFT 250bd/500/BL
SA61	10778834	Duro	\$15.50	CASE	GROCERY BAG 5 x 3 1/8 x 9 3/4 4 LB DURO ELEPHANT BULWARK 52# KRFT 500/cs
62	10810854	SPRING GROVE	\$53.95	CASE	RW16BB-JD110 CUP 16OZ SOLO BARE COLD TREATED PAPER 50sl/1000
SA62	10863352	Asean	\$58.40	CASE	ES-PET-16 CUP 16OZ ASEAN ECOSOURCE COLD PET CLEAR 50/SL 1000/CS
63	10504446	Pactiv	\$69.05	CASE	YCI850640000 CONTAINER 64 OUNCE PLASTIC DELI CLEAR 55pk/220/cs
64	10508497	Graphic Packaging	\$58.40	CASE	LFTFH16 LID INTERNATIONAL PAPER PLASTIC HD VENTED FOR HOT POLY FOOD CONT 1000/CS
65	10843709	Spring Grove	\$13.44	CASE	75002445 LID 8-32 OUNCE BUNZL PRIME SOURCE 703 FOR DELI CUP CLEAR 500/CS
SA65	10788075	Stalk Market	\$32.36	CASE	PLA-DRL-A LID 8-32 OUNCE ASEAN JAYA BIOPOLYMER DELI COMPOST CLR 600/CA
66	10843510	Spring Grove	\$42.01	CASE	75002444 CUP 32OZ AMERICAN PLASTICS 232 DELI CLEAR 500/CS
SA66	10927270	Stalk Market	\$62.48	CASE	PLA-DR32-A DELI CONTAINER 32OZ ASEAN JAYA STALK INGEO BIOP COMPOS CLR 25SL 300CS
67	11009210	WNA	\$34.20	CASE	75002440 CUP 8OZ AMERICAN DELI CLEAR 500/CS
SA67	10788069	Stalk Market	\$45.19	CASE	PLA-DR8-A CONTAINER 8 OUNCE ASEAN JAYA BIOPOLYMER DELI ROUND COMPOST CLR 600/CA
68	10511828	Dart	\$61.13	CASE	RSP16P-00055 CUP 16 OUNCE JAZZ DOUBLE POLY WAXED PAPER DRINK COLD 50pk/1000
69	10843508	Spring Grove	\$33.49	CASE	75002443 CUP 24OZ AMERICAN P/S DELI PLASTIC CLEAR 500/CS
70	10518500	Pactiv	\$95.02	CASE	Y40525 PAN 7 OUNCE PACTIV ALUMINUM ROUND POT PIE CASSEROLE 750/CS
71	G2456213	R3	\$72.84	CASE	PAN 2 LB WILKINSON PERFORMANCEPAK OBLONG FOIL CLOSABLE ALUM 500/CS
72	10544494	Reynolds	\$41.10	CASE	17306200 ALUMINUM FOIL 12X500FT REYNOLDS #620 HEAVY DUTY 1RL
73	10839331	SPRING GROVE	\$16.52	CASE	745827 SPOON BERRY POLYSTYRENE DELUXE HEAVY WEIGHT WHITE BULK 1BG/1000
74	10551173	Dixie	\$66.60	CASE	45PATH CUP 3 OZ DIXIE PATHWAYS DESIGN WAX TREATED PAPER COLD 2400/cs
75	10777450	Spring Grove	\$21.70	CASE	PP9GRAWH PLATE 9 INCH AJM PAPER GREEN LABEL UNCOATED 100/PK 1200/CS
76	10839258	Spring Grove	\$9.40	CASE	75002555 KNIFE POLYSTYRENE MEDIUM WEIGHT WHITE BULK PACK 1000/CS
SA76	10743138	Stalk Market	\$28.99	CASE	ES-C01 KNIFE ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS

Item No.	Veritiv Product No.	Brand	Cost	Unit Issue	Item Description
77	10836791	Spring Grove	\$5.95	CASE	A6043641 3641 KNIFE POLYPROPYLENE MEDIUM WEIGHT WHITE BULK PACK 1000/CS
SA77	10743138	Stalk Market	\$28.99	CASE	ES-C01 KNIFE ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
78	10836800	Spring Grove	\$5.95	CASE	A6043640 3640 FORK POLYPROPYLENE MEDIUM WEIGHT WHITE BULK PACK 1000/CS
SA78	10743140	Stalk Market	\$28.99	CASE	ES-C02 FORK ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
79	10836805	Spring Grove	\$5.93	CASE	A6043642 3642 TEASPOON POLYPROPYLENE MEDIUM WEIGHT WHITE BULK PACK 1000/CS
SA79	10743142	Stalk Market	\$28.99	CASE	ES-C03 SPOON ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
80	10836808	Spring Grove	\$5.77	CASE	A6043643 SOUP SPOON BUNZL POLYPRO MEDIUM WEIGHT WHITE 1000/CS
81	10843753	Spring Grove	\$47.75	CASE	F1490027 CUP 16OZ ZEGEN NICE 519254 PLASTIC PET COLD CLEAR 1000/CS
SA81	10787620	Stalk Market	\$91.15	CASE	PLA-16 CUP 16 OUNCE ASEAN JAYA BIOPOLYMER COMPOSTABLE COLD CLEAR 1000/CA
82	MK7PSW	R3	\$21.22	CASE	48000045 42FA1 CUTLERY KIT MAX PKG MED WT K/F/S/S&P/NAP WHITE 250/CS
83	10649364	Patterson	\$35.47	CASE	75003991 PAN LINER 16 3/8X24 3/8 PRIME SOURCE BAKING 25QPL P/S 1000/CS
84	LO10U	R3	\$43.95	CASE	2446161 PAN LINER 16 3/8X24 3/8 GPQ QUILON ECONO PPR BKRY NO BLEACH NAT 1000/CS
85	10839263	Spring Grove	\$9.40	CASE	A6040024 FORK BUNZL 3650 POLYSTYRENE MEDIUM WEIGHT WHITE 1000/CS
SA85	10743140	Stalk Market	\$28.99	CASE	ES-C02 FORK ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
86	10649364	Patterson	\$34.55	CASE	24051610000 PAN LINER 16 3/8X24 3/8 23# GPQ BAKING TREATED 2S 1000/CS
87	10836809	Spring Grove	\$5.96	CASE	A6040009 SPORK 5 5/8 INCH NUTRI-BON POLYPRO MW WH BULK 3647 1000/cs
SA87	10787701	Stalk Market	\$39.65	CASE	CPLA-006 SPOON 4 INCH ASEAN JAYA COMPOSTABLE TASTER PEARLESCENT WHITE 2000/CA
88	10922171	Heritage	\$26.73	CASE	MFG LINER 26X42 1.3MIL SHIELD BLACK 20rl/100
89	10689030	Dart	\$53.92	CASE	PL4N PORTION CUP LID LARGE ROUND SOLO PET CLEAR 125/PK 2500/CS
SA89	10788684	Asean	\$38.61	CASE	PLA-YL LID 2-24 OUNCE JAYA BIOPOLYMER COMPOST F/SOUFFLE CUP 10CM CLR
90	10689062	Dart	\$36.69	CASE	662TP LID SOLO ULTRA CLEAR PET NON VENTED CLEAR 100/SL 1000/CS
SA90	11067237	Asean	\$38.44	CASE	SIP LID 9-24OZ FOR PLA CUP CLEAR

Item No.	Veritiv Product No.	Brand	Cost	Unit Issue	Item Description
91	10778343	Stalk Market	\$37.47	CASE	FO-PS-6 FORK 6.3 INCH WORLD CENTRIC COMPOSTIBLE WHITE 1000/CS
SA91	10743140	Stalk Market	\$28.99	CASE	ES-C02 FORK ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
92	10778346	Stalk Market	\$37.47	CASE	SP-PS-6 SPOON 6 INCH WORLD CENTRIC COMPOSTIBLE WHITE 1000/CS
SA92	10743142	Stalk Market	\$28.99	CASE	ES-C03 SPOON ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
93	10720164	Dart	\$24.67	CASE	P200N SOUFFLE CUP 2 OUNCE SOLO POLYSTYRENE TRANSLUCENT 250/PK 2500/CS
SA93	10788301	Asean	\$54.04	CASE	PLA-2 CUP 2 OUNCE ASEAN JAYA BIOPOLYMER COMPOSTABLE SOUFFLE CLEAR 1000/CA
94	10720169	Dart	\$67.33	CASE	P400N SOUFFLE CUP 4 OUNCE SOLO POLYSTYRENE TRANSLUCENT 250/PK 2500/CS
SA94	10788312	Asean	\$38.00	CASE	PLA-4 CUP 4 OUNCE ASEAN JAYA BIOPOLYMER COMPOSTABLE SOUFFLE CLEAR 1000/CA
95	10728897	Pactiv	\$41.22	CASE	YL739 COVER 8 7/15X6 5/16 PACTIV ALUM FOIL LAMINATED BOARD FOR 748 & 758 400/CS
96	10740583	Duro	\$15.71	BALE	18412 GROCERY BAG 7 1/16X4 1/2X13 3/4 12# DURO 100% RECYCLED 40# KRAFT 500/BA
97	10745529	Duro	\$14.69	BALE	18408 GROCERY BAG 6 1/8X4 1/8X12 7/16 8# DURO DUBL LIFE SOS 35# PPR KRAFT 500/BA
98	10746874	Duro	\$7.32	BALE	18404 GROCERY BAG 5X3 1/8X9 3/4 4# DURO 30# PAPER 100% RECYCLED KRAFT 500/BA
99	10477010	Dart	\$42.50	CASE	B7020036 C-K512W CUP 12OZ KARAT PAPER HOT 90-MM DIA WHITE 1000/CS
SA99	10778330	Stalk Market	\$40.86	CASE	PLC-12 CUP 12 OUNCE ASEAN PLANET+ HOT DRINK WHITE 50/SL 20SL/CA
100	10764671	Duro	\$27.68	BALE	18424 GROCERY BAG 8 1/4X5 1/4X18 25# DURO 40# PAPER 100% RECYCLED KRAFT 500/BA
101	10769840	Duro	\$6.96	BALE	18402 GROCERY BAG 4 5/16X2 7/16X7 7/8 2# DURO 30# PPR 100% RECYCLED KRAFT 500/BA
102	10771690	Duro	\$26.72	BALE	18428 GROCERY BAG 8 1/4X6 1/8X15 7/8 DURO 40# PAPER 100% RECYCLED KRAFT 500/BA
103	10773646	Duro	\$9.67	BALE	18406 GROCERY BAG 6X3 5/8X11 1/16 6 POUND DURO PAPER 35# KRAFT 500/BA
104	10740583	Duro	\$24.25	BALE	18416 GROCERY BAG 7 3/4X4 13/16X16 7/16 16# DURO 40# PAPER KRAFT 500/BA
105	10839279	Spring Grove	\$9.40	CASE	A6040022 3652 TEASPOON P/S MEDIUM WEIGHT WHITE 1000/CS
SA105	10743142	Stalk Market	\$28.99	CASE	ES-C03 SPOON ASEAN CORP ECOSOURCE BIO-BASED PLANT STARCH NATURAL 50/PK 1000/CS
106	10809536	SPRING GROVE	\$45.24	CASE	405553 DINNER NAPKIN 15X17 2PLY SPRING GROVE WHITE 24pkS/125

Item No.	Veritiv Product No.	Brand	Cost	Unit Issue	Item Description
107	10810838	SPRING GROVE	\$61.93	CASE	430382 CUP 12OZ SPRING GROVE PAPER HOT BEIGE 20 slvs/50
108	10810851	SPRING GROVE	\$80.86	CASE	431742 CUP 7OZ SPRING GROVE PAPER COLD LT GREEN 25 slvs/100
109	10822889	SPRING GROVE	\$80.13	CASE	431726 CUP 5 OZ SPRING GROVE PAPER COLD LIGHT GREEN 25 slvs/100
110	10822895	SPRING GROVE	\$47.28	CASE	430170 CUP 8 OZ SPRING GROVE PAPER HOT BEIGE 20 slvs/50
111	10842147	SPRING GROVE	\$39.02	CASE	V01887 CUP 12 OUNCE SPRING GROVE PAPER HOT WHITE 20 slvs/50
112	10911619	Dart	\$36.15	CASE	PL200N LID MED DART PLAST PORTION CONTAINER CLEAR 125/PK 2500/CS
SA112	10788684	Asean	\$38.61	CASE	PLA-YL LID 2-24 OUNCE ASEAN JAYA BIOPOLYMER COMPOST F/SOUFFLE CUP 10CM CLR 1M/CA
113	10948508	CSM PAPER & FILM	\$42.35	ROLL	BP40361000 BUTCHER PAPER 36X1000FT 40# WHITE 1RL
114	10971218	SPRING GROVE	\$24.18	CASE	V03205 DINNER NAPKIN 17X14 1/2 2PLY 1/8 FOLD SPRING GROVE EMOSS WH 20PKS/150
115	104719095001	R3	\$70.36	CASE	4252 MEDICAL CUP 1 OUNCE PLASTIC GRADUATED CLEAR 5000/CS
116	10843331	SPRING GROVE	\$16.07	CASE	CUP, 1OZ PORTION, V01934, SPRING GROVE POLYPRO, 2500/CS
117	G2450019	R3	\$20.90	CASE	LID FOR 2LB PAN 500/CS
118	10611191	Dinex	\$106.41	CASE	DXTT8 CONTAINER 12 OUNCE DINEX DISPOSABLE ENTREE DISH ONE COMP RECTANGLR 1000/CS
119	10508494	Bridgewater	\$59.50	CASE	B7280204 CONTAINER 9IN IP ECO-9-3HW HINGEWARE 3-COMPARTMENT 200/CS
SA119	10784693	Stalk Market	\$55.61	CASE	BCS103 CONTAINER LARGE 9X9X3 ASEAN STALK MKT HNGD 3CMPT BEIGE 50/SL 4SL/CS
120	10493587	Bridgewater	\$73.25	CASE	B7280009 PLATE 10 INCH BUNZL ROUND COMPOSTABLE 3 CMPT PAPER WHEAT 125PK 500/CS
SA120	10778462	Stalk Market	\$42.73	CASE	ES-P10-3 PLATE 10 INCH ASEAN ECOSOURCE FIBER NATURAL 3 COMPT 50/SL 500/CA
121	10814838	IMPACT	\$20.93	CASE	MBC-1000/W BEARD NET 18 INCH ONE SIZE IMPACT POLYPRO SPUN BONDED WHITE 1000/CS
122	10814854	IMPACT	\$23.07	CASE	MB-18-1000/W BOUFFANT CAP 18 INCH IMPACT WHITE 1000/CS
123	10814864	IMPACT	\$33.66	CASE	MB-24-1000/W BOUFFANT CAP 24 INCH IMPACT WHITE 1000/CS

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain 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 and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **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 occurrence shall not be less than \$1,000,000.
 - c. **TECHNOLOGY PROFESSIONAL LIABILITY (ERRORS & OMISSIONS).** Technology Professional Liability Insurance coverage. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Contractor in this Master Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - d. **CRIME INSURANCE/EMPLOYEE DISHONESTY.** Employee Dishonesty and (when applicable) Inside/Outside Money and Securities including Computer Fraud coverages for State of Washington and/or Purchaser-owned property in the care, custody, and control of Contractor. Coverage limits shall not be less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - e. **CYBER RISK LIABILITY INSURANCE.** Cyber Risk insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract. Limits are \$2,000,000 per claim/annual aggregate

The limits of all insurance required to be provided by Contractor 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.

A cross-liability clause or separation of insured condition shall be included in general liability policy, required by this Master Contract.

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.** Except for Workers Compensation, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, 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. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to 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.
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, or 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.