



MASTER CONTRACT

No. 05919

JANITORIAL SERVICES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

SMS CLEANING, INC.

March 10, 2021

MASTER CONTRACT
No. 05919
JANITORIAL SERVICES

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 SMS Cleaning, Inc., a Washington Corporation (“Contractor”) and is dated and effective as of March 10, 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 Janitorial Services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. Washington state agencies and other eligible purchasers have an operational need to procure Janitorial Services for their respective facilities. Enterprise Services’ Master Contract for Janitorial Services is designed, in combination with the facility-specific purchase order, to be a cost-effective, efficient procurement solution for eligible purchasers to procure Janitorial Services consistent with fair, open, transparent, and competitive procurement requirements.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 05919 dated August 6, 2020.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.
- 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 Janitorial 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 March 10, 2021 and ending March 11, 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 provide only those Janitorial Services set forth in *Exhibit A – Included Janitorial Services* for the prices set forth in *Exhibit B – Prices for Janitorial Services*. This Master Contract is limited to the geographic areas and service categories indicated in the following table:

	County	General Cleaning	Floor Cleaning	Window Cleaning
1	Grays Harbor	X	X	X
2	King	X	X	X
3	Kitsap	X	X	X
4	Lewis	X	X	X
5	Mason	X	X	X
6	Pierce	X	X	X
7	Skagit	X	X	X
8	Snohomish	X	X	X
9	Thurston	X	X	X

Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Janitorial Services* or outside the geographic area set forth in this Master Contract.

- 3.2. JANITORIAL SERVICES. Contractor, in performing the Janitorial Services, shall provide all labor, equipment/tools, and janitorial supplies necessary to perform the Janitorial Services.
- 3.1.1. Equipment/tools. Contractor’s equipment/tools must be suitable to perform the Janitorial Services consistent with this Master Contract and as required by Purchaser. Contractor’s equipment/tools must comply with workplace requirements including Occupational Safety Health Administration ("OSHA") standards and requirements.

Contractor must store and maintain all equipment/tools necessary to perform the Janitorial Services. Contractor shall maintain an appropriate amount of equipment/tools in working order to perform the Janitorial Services. Contractor shall provide to the Purchaser a list of critical equipment/tools that will be accessible for use as backup in the event that necessary equipment/tools are out of service. Lack of equipment/tools shall not justify a failure to timely perform the Janitorial Services.

- 3.1.2. Janitorial Supplies. Contractor shall use janitorial supplies (e.g., cleaning solutions, chemicals, and supplies) consistent with this Master Contract and as required by Purchaser. Contractor's janitorial supplies must comply with the green product requirements specified in this Master Contract in Exhibit A (see Section 11). Enterprise Services and the Purchaser reserve the right to audit Contractor's janitorial supplies to ensure such supplies comply with this Master Contract, including the green product requirements. Purchaser reserves the right to require specific janitorial supplies or equipment.
 - 3.3. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Janitorial 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.
 - 3.4. ECONOMIC ADJUSTMENT. Pursuant to Washington state law, Janitorial Services performed by janitors, waxers, shampooers, and window cleaners and performed in public buildings are deemed to be 'public building service maintenance contracts.' See RCW 39.12.020 and WAC 296-127-023. All such public building service maintenance contracts are subject to prevailing wage rates as established by the Washington State Department of Labor and Industries. Accordingly, the prevailing wage rates that are in effect shall constitute the prevailing wage rates, which must be paid for the first year of the term of this Master Contract. Subsequently, for the remainder of the Master Contract term, the applicable prevailing wage rates as set forth by the Washington State Department of Labor and Industries shall apply. There shall be no other economic adjustment to this Master Contract.
 - 3.5. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Janitorial Services at no greater than the prices set forth in *Exhibit B – Prices for Janitorial Services* (subject to prevailing wage adjustment after year one of the Master Contract term).
 - 3.6. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope, pricing, and geographic award area, 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. **PREVAILING WAGES.** Contractor represents and warrants that, for all Janitorial Services provided pursuant to this Master Contract, Contractor shall comply fully with Washington State's prevailing wage requirements as established by the Washington State Department of Labor and Industries. Without limiting the generality of this obligation, Contractor shall, at a minimum, in a timely manner pay its employees applicable prevailing wages for all work performed pursuant to this Master Contract. Where applicable, obtain and provide all bonds required by the Washington State Department of Labor and Industries, post required notices regarding prevailing wages. Contractor shall defend, hold harmless, and indemnify Enterprise Services and any Purchaser for any costs, fines, or penalties imposed resulting from Contractor's failure to comply fully with the State of Washington's prevailing wage requirements.
- 4.4. **PERFORMANCE AND DELIVERY OF JANITORIAL SERVICES.** Contractor represents and warrants that, in performing this Contract, Contractor shall:
 - a. Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
 - b. Meet or exceed the performance and operational standards, requirements, and specifications set forth in this Master Contract;
 - c. Provide all contractual requirements or deliverables in good quality with no material defects;
 - d. Obtain and maintain in good status all necessary licenses, permits, or other authorizations necessary for the performance of the Contract;
 - e. If, because of the specific type of facility (e.g., laboratory, dangerous waste, etc.), Purchaser requires Contractor certification regarding its compliance with specific training, certification, or licensing requirements provide such certification to Purchaser before performing any Janitorial Services for Purchaser.
 - f. Cooperate with Purchaser to achieve the objectives of the Contract;
 - g. Not interfere with the State and Purchaser's operations; and
 - h. Not make any media releases without prior written authorization from Purchaser.
- 4.5. **JANITORIAL SUPPLIES – GREEN PRODUCT REQUIREMENTS.** Contractor represents and warrants that, in performing the Janitorial Services, Contractor shall use janitorial supplies that comply with the green product requirements specified in this Master Contract at Exhibit A (see Section 11). Contractor further represents and warrants that, in performing the Janitorial Services, Contractor shall use janitorial supplies consistent with Purchaser's requirements for the specific facility as documented in the applicable Purchase Order for such facility.

- 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, 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.
- 4.8. 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.
- 4.9. 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.
- 4.10. 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.
- 4.11. 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.
- 4.12. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

- 4.13. **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 janitorial 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.
- 4.14. **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 Janitorial 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. 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. **CONTRACTOR CAPACITY.** Purchasers utilizing this Master Contract understand and acknowledge that Contractor is awarded this Master Contract pursuant to a competitive procurement. Accordingly, Purchasers needing Janitorial Services in the county and/or category awarded shall, if using this Master Contract, utilize Contractor. To accommodate anticipated demand, Enterprise Services, has awarded more than one (1) Master Contract per county. Purchaser must offer the opportunity, in writing, to the highest ranked Contractor as determined by Enterprise Services at the time of contract award. In the event that, after three (3) business days, Contractor either has not accepted the work request or has declined in writing (e.g., insufficient capacity), Purchaser may provide the same opportunity to the second-ranked Contractor; provided, however, that, if Purchaser changes any business terms for such work request, Purchaser must again offer such request to the highest ranked Contractor. The Purchaser will follow the same process listed above through each awarded vendor sequentially until a Contractor accepts the work request.
- 5.3. **ONBOARDING MEETING.** Prior to performing any Janitorial Services, Contractor must attend a start-up meeting with Purchaser on the date specified by Purchaser. The meeting may include a walk-through of the Purchaser's facilities to ensure that the scheduling of activities is fully understood. Contractor must ensure that the Janitorial Services will be performed as required by this Master Contract, the Purchase Order used by Purchaser, or as otherwise mutually agreed in writing between the Purchaser and Contractor.

- 5.4. ADEQUATE RESOURCES TO PERFORM. Pursuant to the Purchase Order for the applicable Purchaser facility, Contractor must have sufficient equipment/tools and personnel to perform the Janitorial Services as set forth in this Master Contract and the applicable Purchase Order. Unless otherwise agreed in the applicable Purchase Order, Contractor, including sufficient personnel, must be available twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year (24/7/365), including all weekends and holidays observed by the federal, state, and county governments and/or Contractor.
- 5.5. RECEIPT AND INSPECTION OF JANITORIAL SERVICES. Janitorial 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 janitorial services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting or rejected janitorial services. If there are any apparent defects in the janitorial 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 re-perform the non-conforming janitorial services, at Contractor's expense, or, at Purchaser's option, Purchaser may note any such deficiencies on the receiving report, decline acceptance, and deduct the cost of rejected janitorial services from contractor's invoice. Payment for any janitorial services under such Purchase Order shall not be deemed acceptance.
- 5.6. QUALITY CONTROL PROGRAM. Contractor shall develop and maintain a Quality Control Program (Quality Program) to ensure required services are performed in accordance with the specifications and standards required by the contract. Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Quality Program and procedures shall be reviewed and approved by Purchaser or Designee before Contractor commences work at location(s).
- 5.6.1. The Quality Program shall include a description of specific monitoring techniques for all services included in the work schedule. The Quality Program must include:
- a. An inspection plan covering all required services, including frequency of inspections and the position of the employee(s) that will perform the inspection.
 - b. A method of identifying deficiencies in the quality of services.
 - c. A plan to periodically conduct audits of all Contractor's employees to maintain quality standards.
 - d. A plan to ensure sufficient backup employees and continuity of service. Backup employees must be adequately trained to ensure the standards of contract performance required at Purchaser's location(s) are achieved.
- 5.6.2. Contractor shall maintain a record of all inspections conducted and the corrective actions taken. The format of the report may be subject to approval of the Purchaser.
- 5.6.3. Contractor shall prepare a weekly operation and inspection report (O&I Report) of the work that was performed and inspected the previous week and work that is planned for the next week. The O&I Report must, at a minimum, include the areas where detail cleaning was performed and problems encountered. The O&I Report shall be immediately available to the Purchaser upon written request.

- 5.6.4. The Quality Program and all changes thereto shall be subject to review and approval by the Purchaser. Contractor shall provide the Purchaser or Designee with no less than five (5) days' written notice prior to implementing any changes to the Quality Control Program.
- 5.6.5. Purchaser or Designee may conduct daily, weekly, monthly, and quarterly random inspections of service areas to review Contractor's compliance with performance standards established in the contract and provide performance evaluations to the Contractor noting any deficiencies. The Purchaser shall make final determination as to whether any task has been satisfactory performed.
- 5.6.6. If a deficiency is discovered at any time during the performance of this contract by Purchaser or Designee, Contractor must correct the deficiency within twenty-four (24) hours from notice of the deficiency, or within eight (8) hours, depending on the severity of the deficiency at no additional cost to Purchaser. Purchaser reserves the right to demand lesser hours to cure a deficiency that posts serious health concerns to location users.
- 5.6.7. Failure to correct any identified deficiency within the time specified and in accordance with contract standards established herein may result in pay deduction to cover the amount spent by Purchaser to hire another contractor to correct the deficiency. Repeated failure to correct deficiencies may result in cancellation of the contract.
- 5.7. KEY PERFORMANCE INDICATORS. Contractor shall meet the Key Performance Indicators (KPI) specified below to stay in compliance with the Master Contract. Each KPI contains an associated metric, should Contractor fail to meet the identified KPI metric, Contractor shall enter into a Performance Improvement Plan (PIP). Should Contractor fall out of compliance, Enterprise Services shall summarize the issue in a letter and send this letter to Contractor and escalate within Contractor's organization. Enterprise Services shall place Contractor on a PIP plan, which outlines the corrective actions required by Contractor. Should the PIP fail, then Contractor shall progress to cure, suspension and termination procedures as outlined in Section 13 Suspension and Termination; Remedies, of this Master Contract.
 - 5.7.1. Overall level of Purchaser's satisfaction, including the level of compliance with contract service standards shall not be less than 97%
 - 5.7.2. Number of complaints recorded by Purchaser shall not be more than one (1) time
 - 5.7.3. Recorded number of unauthorized absences from work location shall not be more than one (1) time
 - 5.7.4. Number of safety violations recorded, including number of Occupational Safety and Health Administration OSHA) related incidents shall not be more than one (1) time
 - 5.7.5. Number of accidents recorded during work shifts shall not be more than one (1) time
 - 5.7.6. Speed of response to Purchaser communications and non-emergency requests shall be within twenty-four (24) hours
 - 5.7.7. Speed of response to Purchaser emergency calls shall be within one (1) hour

- 5.8. 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, security and other requirements. At a minimum, Contractor shall adhere to the following:
- (a) Safety First. Services shall be performed using "safety first" practices and in compliance with all OSHA laws, regulations, standards, and guidelines. Contractor shall provide safety devices and apparel to its employees and shall ensure employees wear all required safety devices.
 - (b) Contractor shall provide environmental health and safety training to ensure compliance with all federal, state, and local health and safety laws or regulations and ensure all its employees are knowledgeable of all security requirements at the Purchaser's location. Contractor shall not permit any employee to perform services until they have successfully completed all training.
 - (c) Security Plan. Prior to performing any Janitorial Services, Contractor shall contact the applicable contract administrator for the Purchaser utilizing this Master Contract and receive a security briefing and instructions regarding work to be performed thereunder. Contractor understands and acknowledges that Purchasers may, without additional warning or disclosure, utilize video surveillance to monitor all activities at Purchaser's premises.
 - (d) Security. Contractor shall be responsible for its acts or omissions pertaining to the security of the facility during the performance of all Janitorial Services. Accordingly, Contractor shall use best efforts to ensure that facility entryways remain secure. All doors are to be secured upon Contractor's departure from the facility.
 - (e) Identification. Contractor shall provide current employee name, address, and Washington State issued identification before Contractor performs any Janitorial Services. All Contractor employees must have visible company-issued identification that shall be worn at all times while on Purchaser's premises. Any Contractor employee needing access to the facility may be required to have identification that is equal to that required for employment at the site/facility.
 - (f) Background Checks. If requested by Purchaser, Contractor shall provide evidence of current background checks for any employees or agents who will provide Janitorial Services or access Purchaser's premises pursuant to this Master Contract.
 - (g) Keys. Contractor shall use best efforts to ensure that any keys and/or access codes to Purchaser's facilities issued to Contractor are not reproduced or given to another person. Contractor shall be solely responsible to safeguard and account for all keys and/or access codes. Contractor shall be solely responsible to obtain any keys provided to employees who terminate employment with Contractor. Contractor shall be financially responsible for any damage and loss due to misappropriation, theft, or loss of Purchaser's keys and/or compromise of access codes. Without limiting the generality of this obligation, Contractor, at a minimum shall be responsible for all costs incurred,

including re-keying of all locks, re-configuring electronic access systems, and reissuing new keys.

- (h) Security/Fire Alarms. Prior to providing any Janitorial Services, Contractor shall ensure that it requests and is provided a briefing on the operation of the Purchaser's alarm systems (security and/or fire) to ensure that it can prevent false alarms from occurring. If Contractor, through its acts or omissions, causes a false alarm to occur, which results in a charge for the false alarm, Contractor shall be responsible for any resulting costs, expenses, and/or fines/penalties. In such case, Contractor agrees that Purchaser shall have the right, in addition to any other remedy, to offset such costs from any amounts due to Purchaser hereunder.
- 5.8.1. County where Purchaser's building is located reserves the right to inspect all service areas for safety violations or hazards (collectively, "Safety Violation") and to direct Contractor to take immediate action to remedy any Safety Violation. In the event that County elects to direct Contractor to stop work because of any type of Safety Violation, Contractor shall bear all costs for eliminating the safety violation and shall not be compensated by County and Purchaser for the work stoppage.
 - 5.8.2. The operation of Contractor's vehicles or private vehicles by Contractor's employees on or about the location shall conform to posted regulations and safe driving practices. Aisles, passageways, alleyways, entrances, and exits to fire protection equipment must remain unobstructed at all times.
 - 5.8.3. Contractor shall be responsible for maintaining and enforcing satisfactory standards of employee conduct, including but not limited to, competency, courtesy, appearance, honesty, and integrity.
 - 5.8.4. Contractor and Contractor's employee shall behave in a professional manner within service area. Purchaser Locations are Drug and Alcohol Free.
 - 5.8.5. Contractor shall document the content of its training programs and maintain a training record for each employee performing services at Purchaser's location. Contractor's employees performing specialized work, such as, but not limited to, stripping and refinishing floors and overhead cleaning above eight feet, shall receive additional training related to such work.
 - 5.8.6. Contractor's employees shall be encouraged to be alert and report suspected situations of fraud, waste, and abuse, or other intentionally dishonest conduct.
 - 5.8.7. Contractor shall develop, implement, and maintain adequate procedures to ensure that none of contractor's employees scavenge any items from the location and that found property is delivered to Purchaser. Contractor shall enforce a policy that provides for employee discipline, up to and including the removal of an employee from providing services at Purchaser's location, for failure to comply with the procedures relating to lost and found property.
 - 5.8.8. All observations of suspicious persons, packages, and circumstances by Contractor or contractor's employees must be immediately reported to the Purchaser.
 - 5.8.9. Contractor shall instruct employees in energy conservation practices. Contractor and Contractor's employees shall not waste electricity, water, heat, air conditioning, or

other utilities. Lights in non-public areas shall be used only when services are being performed in the area.

- 5.8.10. In situations where energy management systems have automatic shut off lighting, Contractor may manually turn on the lighting when performing services in the area. Contractor must turn the lighting off when leaving the area.
 - 5.8.11. Contractor shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems except in cases of emergency to shut off the systems.
 - 5.8.12. Water faucets or valves shall be turned off following the completion of services. Malfunctioning or leaking faucets, toilets, and urinals must be reported immediately to the Purchaser or Designee.
 - 5.8.13. In the event that the Purchaser determines that any of the Key Personnel have failed to perform his or her duties, the Purchaser shall have the right to require Contractor to replace such Key Personnel. The Purchaser shall notify Contractor in writing of its demand for replacement and shall provide specific number of calendar days from the date of such written notice to affect replacement. Contractor must receive the Purchaser's prior written consent of the replacement of Key Personnel.
 - 5.8.14. Notwithstanding any provision to the contrary, Contractor's breach of this provision may result in immediate suspension and/or termination of this Master Contract.
- 5.9. CONFIDENTIALITY. Contractor shall use best efforts to ensure that Contractor, its agents, employees, and/or subcontractors treat Purchaser's records and materials as confidential. Notwithstanding any provision to the contrary, breach of this obligation shall result in immediate termination of this Master Contract.
- 5.9.1. The janitorial service provider shall be bound to confidentiality of any information its employees may become aware of during the course of performance of janitorial services at the Purchaser's location(s).
 - 5.9.2. Contractor shall protect all confidential information provided by Purchaser, treat all such confidential information as confidential and not publish or disclose such information to any third party without the written permission of the Purchaser.
 - 5.9.3. Any liability resulting from the wrongful disclosure of confidential information on the part of the contractor, its employees or subcontractors shall rest with the Contractor.
 - 5.9.4. Disclosure of any confidential information by the Contractor or its employees without the express written approval of the Purchaser or Designees will be considered a violation of the contract and shall result in the immediate termination of the contract.
 - 5.9.5. "Confidential Information" shall mean:
 - a. Those materials, documents, data, and any other information which the Purchaser or Designee has designated in writing as confidential; and
 - b. All data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Purchaser.

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. 05919
 - (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/FEES.** 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: Mark McClurkin
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8127
Email:
DESContractsTeamMaples@des.wa.gov

Contractor

Attn: Kyong Hoon
SMS Cleaning, Inc.
8033 Pacific Avenue
Tacoma, WA 98408
Tel: (206)529-7076
Email: kyonghoon@smcleaning.net

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 KEY PERSONNEL AND CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a supervisor to oversee Contractor's employees and performance of work at Purchaser's location. Contractor shall also 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.
- 7.2.1 Contractor's supervisor shall be a qualified and trained person, and shall exercise all supervisory control and general control over all day-to-day operations of the Contractor's employees, including control over all workers' duties. At the conclusion of performance of each service, the Contractor's supervisor shall inspect the facility for completion and performance quality of the required services.
- 7.2.2 Contractor's supervisor shall have experience in managing and performing janitorial services for at least twenty-four (24) months. This experience must have been gained as a result of being regularly engaged in the business of providing the same or similar services.
- 7.2.3 Purchaser may further enhance Sections 7.2.1 and 7.2.3 to align with the scope of work or the unique nature of services to be performed at Purchaser's location(s). The enhancements may include, but not limited to, the number of years of experience required to perform the required scope or the specialized nature of work.
- 7.2.4 Contractor's employees must possess the ability to interact courteously with facility users, including fellow employees to maintain a professional work atmosphere and promote a positive experience.
- 7.2.5 Contractor shall ensure that the Purchaser has current contact information (cell phone numbers and e-mail addresses) of Contractor's customer service representative. Contractor's customer service representative shall maintain, at all times, an active e-mail address for electronic communications.

- 7.2.6 Purchaser must be able to reach the Contractor's customer service representative twenty-four (24) hours a day and seven (7) days per week, in case of an emergency. Failure of the Contractor's customer service representative to return the Purchaser's call within one (1) hour of contacting the customer service representative may be regarded as non-performance.
- 7.2.7 Contractor or Contractor's customer service representative shall respond to all "immediate action calls" within twenty-four (24) hours or the time specified by Purchaser. "Immediate action calls" shall mean verbal notice to Contractor informing Contractor of the discovery of a deficiency or situation that has the potential to create, or has created, a safety or health hazard, or inconvenience to Purchaser's location.
- 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: Kyong Hoon
 SMS Cleaning, Inc.
 8033 Pacific Avenue
 Tacoma, WA 98408
 Tel: (206)529-7076
 Email: kyonghoon@smscleaning.net

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. Contractor shall report its contract sales data by county.

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, 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 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 janitorial 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. Unless directed by Enterprise Services to the contrary, Contractor shall not provide any janitorial services 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 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.
- 14.11. 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.
- 14.12. 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: 

Type Name Elena McGrew

Its: Title Acting Statewide Enterprise Procurement Manager

SMS CLEANING, INC.,
a Washington Corporation

By: Kyong Hoon

Its: Contract Manager

EXHIBIT A

JANITORIAL SERVICES

1. The following scope and standards of work shall not be construed as comprehensive. Purchaser reserves the right to add or modify the minimum standards as considered necessary.
 - 1.1. Dusting: A properly dusted surface shall be free of all dirt and dust, streaks, lint, and cobwebs. Dusting must be accomplished with proper cloths and apparatus. All sensitive and electronic surfaces must be avoided. No personal or individual office equipment or supplies may be moved or disturbed.
 - 1.2. Plumbing Fixtures Cleaning: Plumbing fixtures (i.e. toilets, sink basins, urinals, faucets, etc.) shall be cleaned to be free of all deposits and stains so that the item shall be left without dust, streaks, film, odor, or stains and has a bright and uniform appearance. Care shall be taken to ensure that cleaning chemicals do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures, and do not harm or stain finishes of walls or stalls.
 - 1.3. Sweeping: A properly swept floor shall be free of all dirt, dust, gum, grit, lint, and debris.
 - 1.4. Vacuuming. Carpet shall be free from soil and debris. The vacuumed fibers shall be cleaned to protect pile from matting (preferably using a machine with cylindrical brushing action). Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface.
 - 1.5. Damp Mopping: A satisfactorily damp mopped floor shall be free of dirt, dust, marks, film, streaks, debris, and standing water. Contractor must provide a sufficient number of barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to adequately protect people at the work location.
 - 1.6. Dust Mopping: A satisfactorily dust mopped floor shall be free of all dirt, dust, lint, and debris. Contractor shall use microfiber mops to reduce air borne contaminants. All hard floors shall be dust mopped, including under all furniture and waste receptacles. Items moved shall be returned to the original positions.
 - 1.7. Metal Cleaning: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance, free from spots, smudges, and streaks. Cleaning agent is to be removed from all surfaces and surrounding finishes must not be damaged.
 - 1.8. Spot Cleaning Glass:
 - a. Exterior and interior windows and entrance/vestibule glass doors shall be cleaned. Contractor shall spot clean and maintain interior and exterior windows. Glass cleaning of rails and all other glass that is not interior/exterior windows shall be the responsibility of Contractor.
 - b. Glass is clean when all glass surfaces have been wiped clean, are without streaks, film, deposits, and stains, and have a uniformly bright appearance.
 - c. Glass cleaning work shall be accomplished with the least possible interference to the location users and operations.

- 1.9.Wall Washing: After cleaning, the surfaces of all walls must have a uniformly clean appearance, be free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.
- 1.10.Spot Cleaning Carpets: A carpet adequately spot cleaned shall be free of all stains, deposits, gum, and spills, leaving a uniform appearance. Care must be taken to use a product that will not harm the carpet fibers and ensure complete surface removal.
- 1.11.Spot Cleaning Fabrics: All stains, gum, food debris, sticky substances, vomit, trash, biohazard spills, and any other substances shall be removed from the fabric on chairs, benches, and other surfaces using a properly diluted cleaning solution. Contractor shall use a product that will not harm the fabric fibers and ensure complete spot removal.
- 1.12.Graffiti Removal: Graffiti shall be removed from surfaces on the outside and inside as required by Purchaser. Care shall be taken to maintain the original surface where graffiti appeared. Graffiti shall be removed as soon as it is discovered; provided, however, any gang, violent, or hate related graffiti must be reported to the Purchaser or Designee.
- 1.13.Waste and Recycling Receptacles: Waste and recycling receptacles shall be emptied and spot cleaned as needed by Purchaser to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles shall be spot cleaned and the floors under and near the cans are to be clean and kept free of stains, spots, rust, and rings. Liners shall be replaced at each emptying of the receptacle; receptacles shall not be allowed to overflow. Periodically, all receptacles shall be thoroughly cleaned inside and out as needed with germicidal detergent. All receptacles in the public areas shall be kept neatly aligned and the receptacle(s) turned with lettering or signage facing out for easy visibility.
- 1.14.Drinking Fountains: Clean drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other removable soil and present a uniformly bright appearance. Clean and disinfect all polished metal surfaces including the orifices and drain; care shall be taken to prevent overspray or damage to other surrounding finishes or walls. Surrounding walls, floors, and other surfaces shall be kept clean and free of streaks, water spots and stains. Floor mats placed under fountains shall be kept clean and aligned.
- 1.15.Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls and equipment must have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Floors must be maintained according to standards for carpet and/or hard surface materials. All adjacent areas must be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.
- 1.16.Stairwells/Halls: All walls, floors, stairs, stair treads, doors, door thresholds, and glass must have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint and cleaning marks. Floor and wall finishes must be maintained according to the standards listed herein, care and detail shall be paid to treads, grids, edges and baseboards to ensure acceptable appearance at all times. Concrete surfaces must be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings must have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil and grime.

2. Window Spot Cleaning Standards

- 2.1. Contractor must provide spot cleaning of all interior and exterior windows when required by Purchaser. When spot cleaned, the glass shall be clean and free of streaks, drips, and fingerprints and all moisture must be removed from sills, mullions and related supporting structures.

3. Floor Care – Carpet

- 3.1. The following standards shall not be construed as comprehensive. Any items not specifically included, but found necessary to care for carpets properly, shall be included by Purchaser as though written into these specifications.
- 3.2. Carpets shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. Upon completion of routine work, carpet shall be free of debris, soil, and dust and shall present a uniform and bright appearance when dry.
- 3.3. After vacuuming and cleaning, mats or carper shall be free of all visible lint, litter, and soil. Carpet style entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, extracted, or hosed down, and then dried to remove soil and grit.
- 3.4. Contractor shall be responsible for moving and replacing all furniture, seating, waste receptacles, and non-stationary objects in the areas for cleaning to ensure the entire floor surface is cleaned. Carpet odors shall be removed, and carpet shall be left smelling fresh and clean.
- 3.5. Deep extraction of carpets shall be performed when required by Purchaser to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright and uniform appearance. Extraction may include spot cleaning, pile lifting, vacuuming, operation of the extraction equipment, and grooming of all carpet in an area.
- 3.6. Stained areas shall be treated with spot cleaning solutions following the manufacturer's recommendations. The spot cleaning process shall be performed until as much of the stain as possible has been removed. Pile lifting shall be done before the extraction process.
- 3.7. The extraction process shall be done in compliance with all instructions provided by the carpet manufacturer, manufacturer of the equipment, and manufacturer of all materials and chemicals. Chairs, trash and recycling receptacles, tables, benches, and any other non-fixed items shall be tipped or moved where necessary to allow for cleaning of the whole surface and shall then be placed back into their original positions after the carpets are adequately dry. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day operations at the location.

4. Floor Care - Hard Floors

- 4.1. The following standards shall not be construed as comprehensive. Any items not specifically included, but found necessary to care for all hard floor surfaces properly, shall be included by Purchaser as though written into these specifications. Hard floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. The result of all hard floor cleaning procedures shall leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care shall be taken by the Contractor to avoid damaging any hard floor surface irrespective of the method or cleaning technique employed.
- 4.2. Hard floor surfaces which have been swept, mopped, or cleaned shall present a uniformly clean appearance with no evidence of surface spoilage or spotting. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Contractor shall be responsible for moving and replacing all furniture and small items in the area to be cleaned.

5. Stripping and Waxing

- 5.1. When required by Purchaser, Contractor shall provide specialized services, including but not limited to stripping and waxing of floors. Contractor shall utilize the stripping solution approved by the Purchaser and do so in compliance with the manufacturer's instructions.
- 5.2. Stripping: Contractor shall completely remove all dirt, old wax and other foreign substances to return the floor to its original surface. Contractor shall make every effort to prevent streaking or bleaching of floor surface, and shall do so in compliance with the manufacturer's instructions.
- 5.3. Floor finish removal (stripping) is accomplished when all visible floor surfaces, including surfaces that can be exposed by the removal of non-fixed furnishings have been removed without causing any damage to the floor. Contractor shall remove stripping solution from the floor and surrounding wall areas and ensure dirt, stains, deposits, debris, cleaning solution are removed from the floor.
- 5.4. Waxing and Buffing: Contractor shall apply new wax evenly and buffed to high gloss to ensure the floor has a uniform appearance when dry. The number of wax coats applied shall depend on the type and condition of the floor and shall be as specified by the Purchaser or designee. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.
- 5.5. Contractor shall take care to ensure stripping and finishing solution is not splashed on baseboards, walls, furniture, equipment and other adjacent areas in the course of providing the service, but rather ensure they are left in a clean condition.

6. Waste Disposal Standards

- 6.1. Contractor must move all collected trash to the Purchaser's designated trash areas for disposal. Trash shall not be left within the public way or within the public view. Contractor shall ensure that all its employees are properly trained in the proper disposal of trash.
- 6.2. Solid wastes that contain no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site trash receptacles or dumpsters. Recyclable materials must be collected and disposed as required by Purchaser.

7. Public Restrooms

- 7.1. Public restrooms shall be kept clean and shall not become dull in appearance. Waste receptacles shall be emptied and spot cleaned. Trash shall not be allowed to overflow.
- 7.2. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range shall be properly cleaned, sanitized, rinsed and dried spot free.
- 7.3. Descaling shall be performed as required by Contractor to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains.
- 7.4. Sharps' medical waste needle disposal containers shall be removed and properly disposed of when full and replaced with a new container.
- 7.5. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy.
- 7.6. Floor and wall tile shall be maintained to standards specified by Purchaser and special care must be given to, grout, drains, counters, trash receptacles, and all other permanently fixed equipment or finishes to prevent build-up of odor causing bacteria.
- 7.7. Contractor shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces is not acceptable.
- 7.8. Documentation shall be kept by the Contractor to document that the proper cleaning process has been performed and the agreed upon cleaning schedule has been met.

8. Public Seating and Eating Space Areas

- 8.1. Seating and eating areas that are designated as part of Contractor's responsibility shall be maintained free of litter, spills, food and drink waste, packaging, accumulated dust, dirt, gum, stickers, and debris.

- 8.2. All furniture surfaces, tabletops, counters, seat backs, legs, feet, arms, and seams shall be wiped clean; fabrics shall be spot free and have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks.
- 8.3. Tables and chairs that have been displaced shall be repositioned and straightened taking care to prevent damage to wall finishes.
- 8.4. Floors shall be maintained according to standards for carpet and/or hard surface materials.

9. Office Areas

- 9.1. Office areas shall present a clean, well-kept, orderly, and professional appearance.
- 9.2. Waste receptacles shall be emptied, spot cleaned and liners replaced as required.
- 9.3. Non-carpeted floors shall be swept/dust mopped.
- 9.4. Carpeted floors vacuumed and spot clean all carpets to remove stains, deposits, and spills.
- 9.5. All shelves, counters, cabinets and cases shall be free of accumulated dust and debris.
- 9.6. Wipe clean all tables, desks, counters, chairs and chair legs.
- 9.7. Spot clean all hard surface walls to remove fingerprints, dust, soil, and marks.
- 9.8. Contractor shall prohibit its employees from opening desk drawers or cabinets, or using the telephone or other office equipment.

10. Break Rooms

- 10.1. Break rooms shall present a clean, well-kept, orderly and professional appearance
- 10.2. Waste receptacles shall be emptied, spot cleaned and liners replaced as required.
- 10.3. All shelves, counters, cabinets and ceases shall be free of accumulated dust and debris.
- 10.4. Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets (exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior and interior of trash receptacles, wall area surrounding trash receptacles, and paper towel dispensers.
- 10.5. Non-carpeted floors shall be swept or dust mopped and then wet mopped.
- 10.6. Floors shall be maintained according to standards for carpet and/or hard surface materials.

11. Sustainable and Green Cleaning Scope, Standard and Requirements

- 11.1. Enterprise Services and all state agencies are committed to providing sound environmental stewardship, protecting human health, reducing operating expenses associated with the use of hazardous materials, and reducing the potential liability to the state. The commitment also reflects utilizing environmentally preferable purchasing initiatives and products. "Environmentally preferred" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Sustainable cleaning protects the environment and exposure of facility users against toxic materials. This protection occurs by reducing the overall need for Contractor's janitorial staff to clean chemically, ensures that volatile organic compound (VOC) limits are reduced, improves indoor air quality, reduces ground ozone formation, releases no ozone-depleting chemicals, and reduces risk of the Contractor's employees and facility users to toxic chemical exposure. Wherever feasible, the use of microfiber dry mopping of floors and dry-wipe cleaning of hard surfaces should be employed.
- 11.2. Contractor shall make effort to utilize Environmentally Preferred products. All products used by Contractor must avoid physical and health hazards.
- 11.3. Contractor shall use cleaning practices and janitorial materials that promote sustainability and improve building safety and occupant well-being. All cleaning procedures, equipment, cleaning chemicals, and janitorial supplies in use at Purchaser location shall assure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and building users, and maintain healthy air quality.
- 11.4. Contractor shall have appropriate standard operating procedures in place that reflect the core principles of sustainable cleaning. Procedures shall address how janitorial cleaning, hard floor maintenance, and carpet maintenance will be consistently implemented and managed. Procedures must also include proactive strategies/plans to reduce contaminant infiltration at the source (e.g., vacuuming).
- 11.5. Contractor's cleaning green program shall include:
 - a. Use of cleaning products provided or specified by Purchasers.
 - b. Use of chemical concentrates and closed loop dilution systems to prevent spills. Closed loop dilution systems package chemicals in dispenser control units to allow exact mixing measurement of chemical without spills.
 - c. Storage and dispensing of chemicals into containers that are easily differentiated to allow visual identification of the contents.
 - d. Maintaining a database of manufacturer's product specification sheets and Safety Data Sheets for cleaning and floor maintenance products used in the facility.
 - e. Language that discourages use of air fresheners, as they are suspected asthmagens (substances that can cause asthma in people).
 - f. Proper training protocols for janitorial staff on the hazards, use, maintenance and disposal of cleaning chemicals, dispensing equipment and packaging by Contractor.

- g. Ensuring that training and training materials provided are in the language that Contractor's staff can understand.
 - h. Use of cleaning equipment that reduces impacts on indoor air quality and meets Energy Star guidelines.
- 11.6. Contractor shall use certified cleaning supplies, including supplies certified by:
- 1) Safer Choice: <https://www.epa.gov/saferchoice>
 - 2) Green Seal: <https://www.greenseal.org/programs/cleaning-services>
 - 3) UL Ecologo: <https://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification>
 - 4) Cradle to Cradle: <https://www.c2ccertified.org/>

JANITORIAL SERVICES

The following is a list of the percentage markup rates that will apply to the general cleaning, floor cleaning and window cleaning service categories for which the Contractor is awarded this Master Contract to deliver janitorial services. To determine the maximum hourly rate(s) that Contractor will charge, Contractor shall apply the percentage markup rates indicated in the table below to the applicable county prevailing wage rates for janitorial labor.

As an example, for a Contractor that has been awarded a Master Contract based on 85% percentage markup rate and LNI approved prevailing wage rate of \$13.50, the maximum hourly rate the Contractor will charge shall be \$24.96 or $[\$13.50 \times (85 \div 100) + \$13.50]$.

Contractor is to note that the numbers utilized in the above example is for demonstration purposes only and the actual markup rates for services under this Master Contract are listed in the table below.

	County	General Cleaning Service Category	Floor Cleaning Service Category	Window Cleaning Service Category
		% Markup Rate	% Markup Rate	% Markup Rate
1	Grays Harbor	20%	20%	20%
2	King	25%	25%	25%
3	Kitsap	20%	20%	20%
4	Lewis	20%	20%	20%
5	Mason	20%	20%	20%
6	Pierce	25%	25%	25%
7	Skagit	20%	20%	20%
8	Snohomish	20%	20%	20%
9	Thurston	25%	25%	25%

The percentage markup rate(s) above are inclusive of all applicable costs. As a result, Contractor is to note that there shall be no extra costs charged to Purchasers, including but not limited to costs related to travel, parking and any expenses incurred for conducting staff background checks.

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. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.
 - 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.

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, Commercial Automobile Liability, and Pollution 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.**
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.