CONTRACT

NO. 08125

FOR

PAINTING SERVICES

REGION(S) SOUTHWEST, SOUTH CENTRAL, NORTH CENTRAL, EASTERN

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

TORTUGA BLANCO LLC, DBA BRAVA CONTRACT AND DESIGN

Dated: November 1st, 2025

CONTRACT

NO. 08125

FOR

PAINTING SERVICES

REGION(S) SOUTHWEST, SOUTH CENTRAL, NORTH CENTRAL, EASTERN

This Washington Statewide Contract ("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 Tortuga Blanco LLC, DBA Brava Contract and Design, a WA State Corp ("Contractor") and is dated and effective as of November 1st, 2025.

R E C I T A L S

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Washington state agencies and other eligible purchasers, as part of their operational requirements, need to purchase interior and exterior painting services ("Painting Services"), collectively from qualified, innovative, professional Contractors. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of Contracts by specified geographic areas, in which the State of Washington was divided into six regions. In addition, within each geographic region, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Veteran-Owned Businesses.

C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 08125 dated July 18, 2025 for Painting Services.

D. The Competitive Solicitation was structured to meet purchaser needs and designed to result in multiple Contract awards, by specified geographic region, in which the State of Washington was divided into six regions, each composed of multiple counties. In addition, the Competitive Solicitation was structured to enable Enterprise Services to make certain additional reserved awards for Contracts to otherwise not awarded, responsive, responsible bidders who certified pursuant to a *Bidder's Certification* and qualified as either a Washington Small Business or a Washington Certified Veteran-Owned Business.

E. Pursuant to the competitive solicitation for this Contract, Contractor certified that Contractor qualified for the following evaluation and Contract award preferences:

- Executive Order 18-03 – Worker's Rights;

- Washington Small Business.

Accordingly, this Contract includes certain contractor representations and warranties to facilitate procurement integrity requirements and to ensure that, in performing the Contract, Contractor enables the State of Washington to achieve the public policy benefits that informed the above-referenced bid and Contract award preferences. *See* Contract at § 4 (Contractor Representations and Warranties).

F. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-referenced Region(s) (specified Geographic Region(s)).

G. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

H. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

A G R E E M E N T

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 Contract is thirty--six (36) months, commencing November 1st, 2025 and ending October 31st, 2028; *Provided*, however, that if Contractor is not in default and if, by March 30th, 2028, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months. ("Performance-Based Contract Term Extension"); and *provided further*, that, if in the best interest of the State, based upon Enterprises Services reasonable determination, Enterprise Services, at its sole discretion, shall have the right to extend the Performance-Based Contract Term Extension, by written notice to Contractor, for up to an additional twelve (12) months ("Additional Extension") subject to the following conditions: (a) Enterprise Services must invoke such Additional Extension right no later than ninety (90) prior to the end of the Performance-Based Contract Term Extension; and (b) Contractor must not be in default or subject to any cure notice. Any Performance-Based Contract Term Extension amendment and, if applicable, any Additional Extension notice shall be on the same terms and conditions as set forth in this Contract. To earn the Performance-Based Contract Term Extension (and, if applicable, be eligible for an Additional Extension), Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See* ***Exhibit C – Insurance Requirements*** at § 4.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) 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. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a 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., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in ***Exhibit A – Included Goods/Services*** for the prices set forth in ***Exhibit B – Prices for Goods/Services*.** Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in ***Exhibit A – Included Goods/Services*.**

(a) Goods. For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Services. For purposes of this Contract, "Services" means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC ADJUSTMENT FOR LABOR (PREVAILING WAGE) RATES. Painting Services performed pursuant to this Contract, must comply with Washington's Prevailing Wage Law (RCW 39.12) and the Washington State Department of Labor & Industries' implementing regulations (WAC 296-127). The labor rates set forth in ***Exhibit B – Prices for Goods/Services*** utilize the existing required prevailing wages (by applicable county) and Contractor's bid margin. The Washington State Department of Labor & Industries updates applicable prevailing wage rates twice a year and the labor rates. There shall be no other economic adjustment to the labor rates. Notwithstanding any provision to the contrary, Contractor shall ensure that its employees performing work pursuant to this Contract are paid no less than the applicable prevailing wage rates in effect at the time such work is performed, as adjusted, to comply with the then applicable prevailing wage rates set by the Washington State Department of Labor & Industries shall be the basis of the rates charged by Contractor to any Purchaser pursuant to any Purchase Order pertaining to this Contract.

3.4. ECONOMIC ADJUSTMENTS FOR MATERIAL RATES. The prices for Painting Materials markup over actual costs set forth in ***Exhibit B – Prices for Goods/Services*** will not be adjusted through the Economic Adjustment process. Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods at no greater than the prices set forth in ***Exhibit B – Prices for Goods/Services***. There shall be no other economic adjustment to the Prices for Painting Materials set forth in ***Exhibit B – Prices for Goods/Services***.

3.5. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in ***Exhibit B – Prices for Goods/Services***.

3.6. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

3.7. BEST PRICING. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor's prices for the Goods/Services included in ***Exhibit A – Included Goods/Services*** as priced to Eligible Purchasers pursuant to the pricing for such Goods/Services as set forth in this Contract (e.g., ***Exhibit B – Prices for Goods/Services***) are equal to or less than Contractor's standard prices generally offered to similarly situated purchasers, who are subject to Washington's Prevailing Wage Act, contracting for similar volumes of such Goods/Services under similar terms and conditions. Contractor understands and acknowledges that this Contract is designed to function as an enterprise procurement solution in which Enterprise Services, on behalf of the State of Washington, develops and competitively solicits and awards contracts for Goods/Services that are designed to be utilized by Washington state agencies and other Eligible Purchasers to channel public entity spending on Goods/Services in a mutually beneficial, cost-effective, and efficient manner to qualified, innovative, and competitive contractors. If, during the term of this Contract, Contractor enters into an agreement with any other purchaser that contains more favorable pricing than is provided herein, then this Contract shall be deemed to be amended to provide Purchasers such more favorable pricing on a retroactive basis. To ensure compliance, Enterprise Services, upon seven (7) business days advance written notice to Contractor, may audit Contractor's records. Contractor shall, within thirty (30) calendar days, reimburse Purchasers retroactively in the amount of the savings such Purchasers should have received but for Contractor's failure to comply with this provision.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this 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 Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been 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.

4.5. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.6. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been 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 49.46, 49.48, or 49.52.

4.7. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, '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 Contractor's 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 is not 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 Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor 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 Enterprise Services and Purchasers' employees.

4.10. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.11. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.12. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor 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.

4.13. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.

4.15. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

4.16. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03). 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.

4.17. WASHINGTON SMALL BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set forth in Contractor's Bidder's Certification.

4.18. REMOVED INTENTIONALLY.

4.19. TRANSACTIONAL LIMITS TO SATISFY CONTRACTOR'S CONTRACT AWARD STATUS. Contractor represents and warrants that, during the term of this Contract, notwithstanding any provision to the contrary, Contractor shall comply with the following transactional limits:

(a) Contract Assignment. Contractor shall not assign its rights under this Contract, in whole or in part, unless:

(i) Contractor demonstrates to Enterprise Services that the proposed assignee qualifies for each and all of the contract award preferences set forth in Recital E, each of which benefited Contractor in obtaining the Contract;

(ii) Contractor demonstrates to Enterprise Services that the proposed assignee qualifies as a 'responsible bidder' as described in RCW 39.26.160(2); and

(iii) Enterprise Services consents to such proposed assignment and the parties timely execute Enterprise Services' Assignment, Assumption, and Consent Agreement.

For each of the contract award preferences stated in Recital E, Contractor's proposed assignee must satisfy the relevant criteria as set forth in the Bidder's Certification that Contractor submitted pertaining to this Contract.

(b) Subcontracting. Contractor, in exercising any rights set forth in the Contract to utilize subcontractors to perform this Contract, also shall comply with the following:

(i) Qualifying Subcontractors. Contractor may utilize any subcontractor who Contractor can demonstrate qualifies for each and all of the contract award preferences stated in Recital E, each of which benefited Contractor in obtaining the Contract. Contractor, prior to utilizing such subcontractor(s), shall document such subcontractor qualification in writing and, upon request by Enterprise Services, provide such documentation to Enterprise Services.

(ii) Non-Qualifying Subcontractors. Contractor may utilize one or more non-qualifying subcontractors (i.e., subcontractors who do not qualify for each and all of the contract award preferences stated in Recital E) ("Non-Qualifying Subcontractors") subject to the following limitation: Contractor shall ensure that Non-Qualifying Subcontractors, collectively, shall not perform more than 49% of the Contract value as measured by Purchase Orders performed by Contractor pursuant to the Contract.

4.20. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and

conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.21. OSHA/WISHA. Contractor represents and warrants that Contractor shall comply with the federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued thereunder, and certifies that all items furnished pursuant to this Contract shall conform to and comply with said laws, standards, and regulations.

5. QUALITY; WARRANTY; REMEDIES.

5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.

6.2. MATERIAL SAFETY DATA SHEETS/SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") / Safety Data Sheets (SDS) at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services pursuant to this Contract.

6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform on-site Services, Contractor, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which

the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.

6.5. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

6.7. HAZARDOUS MATERIALS. If Contractor uses chemicals or any potentially hazardous materials in the performance of Services, Contractor assumes responsibility for any loss, release, or environmental incident arising out of Contractor's unloading, discharge, storage, handling, or disposal of any chemical or container holding potentially hazardous materials, including the use of potentially hazardous material alone or in combination with other substances, and for Contractor's noncompliance with any related laws or regulations. If Contractor receives hazardous materials or toxic waste from a Purchaser, Contractor immediately shall contact the Purchaser to discuss disposal options, at Purchaser's expense. It is the Purchaser's responsibility to ensure hazardous materials and wastes created by Purchaser are disposed of properly. The Purchaser may elect, if permitted by law: (1) to have such materials returned; or (2) arrange for disposal through the state's Hazardous Waste Disposal contract number 03614 (once that expires, whichever contract follows). Purchaser shall bear all associated handling and disposal costs to meet all governmental regulations for disposal. Contractor shall receive Purchaser's pre-approval for any related Contractor's handling and disposal charges, which charges shall not exceed those regularly charged to customers. Learn more about hazardous waste disposal guidelines and options at http://1800recycle.wa.gov/ and https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Dangerous-waste-guidance/Dispose-recycle-or-treat.

6.8. Background Checks, Security Clearance, Fingerprinting, And Security Awareness Training. All Contractor's employees or subcontractors, at Contractor's expense, who provide services at facilities of the Washington State Patrol (WSP), Department of Corrections (DOC), Department of Social and Human Services (DSHS), or other similarly secure facilities of other eligible Purchasers, must pass a security background check, if required or at the request of the Purchaser. Contractors shall comply with requests for additional background checks, fingerprint, security training, and or safety requirements, to be cleared for access to Purchaser facilities.

(a) Each location may require the clearance before any individual is allowed on site.

(b) Some DOC facilities may require security clearance to be updated every ninety (90) days. Contractor shall submit required personnel information within an adequate time for completion of a security background clearance, generally fifteen (15) business days, ahead of a scheduled site visit. Contractors' employees or subcontractors who provide service at a DOC and/or DSHS facilities may be required to attend a security briefing before working inside a facility for the first time. The briefing will cover tool control, key control, association with offenders, staff escorts, use of cell phones, pagers, cameras, tobacco products, alcohol, weapons, ammunition, contraband management, vehicles and parking, searches, emergency procedures, and other possible topics.

(c) Contractors' employees or subcontractors who provide service a WSP facility who have unescorted access are required to complete security awareness training every two (2) years, complete a criminal history background check, complete an FBI background, and submit fingerprint forms at Contractor's expense. Contractor shall submit required personnel information and forms within an adequate time for completion of a security background clearance, generally four (4) weeks ahead of an unescorted scheduled site visit.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.

7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly. *Provided*, however, that Non-Qualifying Subcontractors are not required to comply with any of the following representations or certifications set forth in this Contract pertaining to the contract award preferences stated in Recital E [e.g., § 4.16 (Executive Order 18-03), and § 4.17 (Washington Small Business),].

8. PREVAILING WAGES. This Contract is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

(a) WAGE RATES. Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.

(b) STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Purchaser and Enterprise Services.

(c) INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Purchaser shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.

(d) AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Purchaser shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.

(e) LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.

(f) PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Purchaser and Enterprise Services.

9. USING THE CONTRACT – PURCHASES.

9.1. CONTRACTOR QUOTE. Contractor will prepare a detailed price quote and forward it to Purchaser as set forth in ***Exhibit A – Included Goods/Services***.

9.2. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this 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 any other agreement modify the terms and conditions of this Contract.

9.3. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.

(b) Contractor shall ship all Goods purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number and provided to Purchaser. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

9.4. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of performance or delivery, Purchaser promptly shall notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or defective Services or, at Purchaser's option, Purchaser may note any such damage or defects on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

9.5. CUSTOMER SERVICE.

(a) Contractor shall be available by phone and/or email Monday through Friday from 8:00 am to 5 p.m. Pacific time. Contractor shall respond to Purchaser voicemail and/or email messages within twenty-four (24) business hours.

(b) Contractor shall provide Purchaser with an up-to-date point of contact for Contractor and notify Purchaser of personnel changes/substitutions within seven (7) calendar days of the change.

(c) In the event of an escalated issue, Contractor shall provide Purchaser with updates on escalated issues every 72 business hours until such issues are resolved.

10. INVOICING & PAYMENT.

10.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered, performed, or provided under this Contract. Such invoices shall itemize the following:

(a) Contract No. 08125;

(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 services performed;

- Contractor(s) is required to complete a Purchaser's agency time-in/time-out log when on project site. In addition, the log shall be maintained by the Purchaser's agency documenting contractor personnel on the job site and start and completion times. The log will be used for verifying billable hours. The cost of the services to be performed shall not be increased over the initial cost estimate.

(e) Applicable Goods and/or Services;

- Prevailing Wage plus PW Over % including actual number of hours worked at worksite.

  NOTE: Billable time will be limited to time spent on-site working on the painting project. Time will be billed in 15-minute increments, however if a painting project takes less than one (1) hour, Contractor may quote and bill for a full hour.

- Itemized list of approved materials or Permit(s) with actual cost and Materials Over % Mark Up *Note: At Purchaser's request, Contractor must provide copies of invoices/receipts showing actual Materials Price.

  NOTE: Material includes items approved by Purchasers which may include: paints, primers, and other consumable supplies that are necessary to complete the specific painting projects. Materials does not include tools and equipment that may be used on several painting jobs.

(f) Taxes (applicable taxes)

(g) Invoice amount; and

(h) Payment terms, including any available prompt payment discounts.

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

10.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in ***Exhibit B – Prices for Goods/Services*,** Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. 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 shall not be considered late if a check or warrant is mailed within the time specified.

10.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar 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 refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

10.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

10.5. 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, insurance, background and/or fingerprint checks, travel, tolls, parking, mileage, fuel, lodging, filing fees, per diem, shop supplies or shop items, or payment processing.

10.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

11. CONTRACT MANAGEMENT.

11.1. 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 Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business

activities under this Contract. The parties may change contract 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	**Contractor**
Attn: Team Cedar	Attn: Val Morrow
Washington Dept. of Enterprise Services	17705 SE 311th St,
PO Box 41411	Auburn, WA 98092
Olympia, WA 98504-1411	Tel: (206)355-6482
Email: desteamcedar@des.wa.gov	Email: val@bravacontractdesign.com

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

11.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

11.3. LEGAL NOTICES. Any legal 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	**Contractor**
Attn: Legal Services Manager	Attn: Brad Morrow
Washington Dept. of Enterprise Services	17705 SE 311th St
PO Box 41411	Auburn, WA 98092
Olympia, WA 98504-1411	Email: brad@bravacontractdesign.com
Email: greg.tolbert@des.wa.gov	

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.

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

12.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall 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 Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

Quarter	For Sales Made In Calendar Quarter	Contract Sales Report	
		Due By	Past Due
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

12.2. Vendor Management Fee. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all 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:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x 0.015.

(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 shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise 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) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

12.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- Contract Pricing:
  - Itemized Painting Services billed/invoiced (including, as applicable, item number or other identifier) to include number of hours billed and prevailing wage percentage mark up and actual price for materials and percent % markup including taxes listed as a separate amount;
  - Materials: Actual cost + % markup. Pricing for approved materials must be clearly structured in same manner as Contract pricing (Actual Cost + % markup).
- Per unit quantities sold (i.e. Square footage, or scope of work, etc.);
- Services, materials, and volumes purchased by date(s) performed;
- Locations, by Purchaser, where Contractor performed services, including Purchaser's name, Agency Name, City & Zip, and email address;
- Performance/Shipment/Locations by Purchaser including email address; and
- Total amounts for services including itemized billed Contract prices.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

13. RECORDS RETENTION & AUDITS.

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

13.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. 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 Contract or Purchase Orders placed by a Purchaser under this Contract 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 Contract or final payment for any

order placed by a Purchaser against this 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.

13.3. 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 Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

14. INSURANCE.

14.1. REQUIRED INSURANCE. 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 and/or Services and no additional payment shall be made to Contractor.

14.2. 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 Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

15. CLAIMS.

15.1. 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 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 Contractor's acts or omissions under this Contract.

15.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless 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") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. 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.

15.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this 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.

17. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

17.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly

provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

17.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

17.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this 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) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/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.

17.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

17.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

17.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report quarterly contract sales;

(c) Contractor fails to timely pay the vendor management fees when due;

(d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or

(e) Contractor breaches any representation or warranty provided herein.

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

17.8. REMEDIES FOR DEFAULT.

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

17.9. 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; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

17.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

18. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

(a) Upon the mutual written agreement of the parties to the Purchase Order;

(b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or

(c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

19. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

19.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

19.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

19.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure

properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

20. GENERAL PROVISIONS.

20.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

20.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

20.3. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an

amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

20.4. ENTIRE AGREEMENT. This 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.

20.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

20.6. AUTHORITY. Each party to this 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 Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

20.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

20.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

20.9. ASSIGNMENT. Contractor is subject to the limitation on assignment set forth in Section 4 of this Contract (i.e., Transactional Limits to Satisfy Contractor's Contract Award Status). Contractor may not assign its rights under this 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 (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this 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 Contract notwithstanding any prior assignment of its rights.

20.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

20.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to 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 Contractor's

obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

20.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.

20.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this 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 Contract.

20.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this 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.

20.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

20.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

20.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this 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.

20.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

20.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this 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 Contract. Each party hereto and its counsel has reviewed and revised this 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 Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

20.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions

contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

20.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

20.22. CAPTIONS & HEADINGS. The captions and headings in this 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 Contract nor the meaning of any provisions hereof.

20.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes

20.24. COUNTERPARTS. This 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 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 Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Julie Hannah
Type Name

Its: Enterprise Contract & Procurement Specialist
Title

Sign: Julie Hannah

TORTUGA BLANCO LLC, DBA
BRAVA CONTRACT & DESIGN,
a WA State LLC

By: Brad Morrow
Type Name

Its: Owner
Title

Sign: _____

INCLUDED GOODS/SERVICES

PAINTING SERVICES OVERVIEW

Contractor shall provide all equipment, materials, sundries, and labor as needed as described herein unless otherwise specified. The Contractor shall perform the painting activities in a professional, timely, and safe manner consistent with the trade and industry, that meet or exceed the performance standards to obtain excellent coverage, durability, and longevity, and cooperate with Purchasers.

Contractor's Qualifications. Contractor, including any subcontractor(s) engaged by Contractor to perform work pursuant to this Contract, shall satisfy the requirements identified below and ensure that all work performed pursuant to this Contract is performed by qualified personnel. Contractor must have personnel with a minimum of three (3) years of continuous experience providing quality and professional painting services for interior and exterior work. The Contractor personnel performing services have the requisite skills and experience necessary to adequately provide the services in accordance with the standards set forth herein, and shall be qualified to do so and licensed if required.

SCOPE OF WORK

Interior and exterior painting services (all types of paint and surfaces, including epoxy painting), which include, however not limited to:

- Paint products consultation with Purchaser prior to product ordering;
    - Premium Paint is the minimum standard, unless at Purchaser's request, either higher or lower quality of paint is requested and/or required.
    - Brand Paint and/or Type of Paint
    - Discuss any specific or special requests or needs
- Measurement of Purchaser's project work site;
- Work site preparation, including surfaces examination and protection of surfaces not receiving a coating (including items that cannot be detached or removed);
- Measure moisture content of surfaces using an electronic moisture meter. Do not apply finish unless moisture contact of surfaces is below the following maximums (unless otherwise indicated in product data, when measured with an electronic moisture meter):
    - Gypsum Wallboard: 12% percent
    - Masonry, Concrete, and Concrete Masonry Units: 12% percent
    - Concrete Floors & Traffic Surfaces: 8% percent
    - Wood Substrates: 15% percent
- Surface repair prior to beginning work, including sanding, priming, pressure washing, caulking, filling cracks, etc. Joints of new woodwork and the insertion of new drywall shall be treated with caulking as required;
- Paint/coating application(s);

- Work site inspection and cleanup;
- Warranty service;
- Customer (i.e., Purchaser) service including invoicing, logistics, communication, and project management; and
- Other painting-related services as agreed between Purchaser and Contractor.

Note: Painting Services does NOT include:

- Framing or structural work or alterations; or
- Surface repairs beyond painting preparation.

SPECIFICATION REQUIREMENTS

1. Products, Materials & Manufacturers

- Only material (primers, coatings, etc.) listed in the latest edition of MPI - Approved Product List (APL) are acceptable, unless the Purchaser approves an alternate product.
- Provide high-performance coating products from the same manufacturer to the greatest extent possible. Substitution of other products by the same manufacturer is preferred over substitution of products by a different manufacturer. Substitution to a different high-performance coating system using MPI-approved products by the same manufacturer may be considered by the Purchaser.
    - Paints & primers, unless otherwise indicated or requested by the Purchaser (interior latex wall and ceiling paints and primers) shall have at least one of the following multi-attribute green certifications, which restrict chemicals of concern, limit VOC content, and "low emitting": Cradle to Cradle Certified or Material Health Certificate: v3.1 at the Gold level or higher OR v4.0 at the Silver level or higher;
    - Green Seal;
    - Greenwise Gold; or
    - Master Painters Institute (MPI) Extreme Green;
    - One of the certifications that is listed on: Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA.
- Paints & coatings, except interior latex wall and ceiling paints and primers, unless otherwise indicated, unavailable (if no such certified product exists, an explanation must be provided to Purchaser), or requested by the Purchaser (dry-fog, exterior paint/primers, floor, lacquers, recycled, metal/rust inhibiting, spray paints, stains, varnishes, etc.), shall have at least one of the following green certifications:
    - Multi-attribute green certifications:
        - Cradle to Cradle Certified or Material Health Certificate: v3.1 at the Silver level or higher OR v4.0 at the Silver level or higher;
        - Green Seal;
        - ENERGY STAR (for roof coatings);
        - MPI Green Performance Standard (Extreme Green, GPS-2 or GPS-1); or
        - Safer Choice (covers spray paint only).
    - Single attribute green certifications:
        - SCS Indoor Advantage Gold (low emitting);

        - UL GREENGUARD Gold (low emitting); or
        - USDA Certified Biobased.
- Paint removers & thinners, unless otherwise indicated or requested by the Purchaser, shall have at least one of the following green certifications:
    - USDA Certified Biobased products by the USDA's Bio Preferred Program;
    - Have a third-party transparency label disclosing ingredients such as a Health Product Declaration (HPD) or Declare Label; or
    - Safer Choice.

2. Safety

- Contractor shall comply with all regulations and maintain a safe work environment at all times.
- Contractor shall use appropriate personal protective equipment (PPE) as required for the work being performed.
- Contractor shall take all necessary precautionary and safety measures to prevent fire hazards and to protect the environment for hazardous spills. Refer to the provision 6.7-Hazardous Materials in the contract.
- Contractor shall store materials that constitute a fire hazard (paints, solvents, drop cloths, used brushes, rollers, and rags in suitable closed and rated containers) and shall remove them from the site daily.
- Contractor shall properly ventilate and exhaust the areas in which the paint is applied. Contractor shall take all necessary precautions to avoid buildup of paint fumes.
- The work site may be occupied during the times the painting services are performed. Contractor's personnel shall exercise cooperation at all times while on the job site.
- Contractor shall take all necessary precautions to ensure all outdoor landscaping, monuments, etc. are covered and protected prior to starting work to avoid damage.
- Contractor shall erect barriers or screens and post signs to warn, limit or direct traffic away or around work areas as required. Contractor shall provide "Wet Paint" signs and any other safety precautions and protect newly painted surfaces with signs or other devices.

3. Contractor's Tasks and Responsibilities

A. Workmanship

- All Contractor activities must be performed in suitable weather conditions.
- Spray applied finishes must be uniform in appearance with no streaks or lap lines. Paint coatings must be rolled and dressed down in one direction if needed to achieve uniformity in thickness and appearance.
- Stir materials before application to produce a mixture of uniform density, and stir as required during application of the materials. Do not stir surface film into the material. Remove the film and, if necessary, strain the material before using.
- Materials applied must be well adhered, properly feathered, with the proper opacity and film thickness, without cloudiness, spotting, ropiness, runs, drips, sags, pinholes, skips, unacceptable stroke or brush marks or variation in color, texture, finish, other defects or other surface imperfections, as reasonable within industry standards. Paint coatings will

be cut-in neatly around all edges, trim and other areas of demarcation. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.

- Visual Standard: Each area of finished work shall be free of variation in color, sheen, peel, runs, sags, blistering, cracking scratching, dust, dirt, etc.

B. Initial Request

Eligible Purchasers shall schedule an appointment with the Contractor for a preliminary review of the work site and discuss the Purchaser's goal for the final project. The site visit will occur at a day/time mutually agreed upon by both Contractor and Purchaser. Contractor must be available for the site visit within seven (7) business days of the Purchaser's request, unless otherwise agreed upon by Purchaser**.**

The initial assessment should include, however not limited to, the following:

- Discuss with Purchaser what is needed to prepare for the Contractor's arrival (an example is assessing what furniture and/or articles the Purchaser will move in preparation of the Contractor's arrival and what the Contractor will be responsible for removing and replacing after completion of the painting project.
- Assess surface preparation Contractor will need to complete prior to beginning painting work.
- Assess areas of space that will need protective coverings and similar protective measures during the preparation phase.
- Assess if there are any minor defects or other issues that should be repaired as part of the project's preparation state (example: minor patches to dry wall defects, etc.)
- Assess if there are significant defects or other issues that need to be fixed by the Purchaser before Contact can take on the painting project.
- Assess the prep time and painting time that is necessary for the project; i/e. the level of labor necessary for prep time and painting time, and the number of coats that are necessary to complete the project.
- Assess materials that will be necessary for the painting project. Discuss with Purchaser amount of time and materials that will be needed for the specific painting project including the number of coats of paint to achieve the quality level the Purchaser is seeking.
- Measure and note the square footage and lineal footage of the painting project.
- Assess whether the Purchaser would benefit from a consultation with the Contractor's paint supplier to help clarify the project's specification(s).
- Assess the open space the Contractor will have to work with and any adjustments that may be necessary if there are tight/cramped spaces and/or specialty devices that may be necessary, such as scaffolding(s), etc.
- Assess the environmental factors that may need to be taken into consideration (temperature, humidity, ventilation, etc.)
- Assess how much clean-up time will be required at the end of the painting project.
- Assess whether or not any permit(s) are necessary or appropriate to the painting project. Contractor shall bill required Permits at the Contractor's cost plus % Mark-Up over Material Rate, from ***Exhibit B – Prices For Goods/Services,*** as a separate line on the

invoice. Contractor shall provide a copy of the Permit and/or Permit Number, at Purchaser's request.

- Assess any other factor(s) specific to the painting project will affect the painting project quote/estimate. Assess any pros and cons or special conditions of approaching the painting project which may include separating out the painting project in sections, completing the painting project after normal business hours (evenings, weekends, holidays), etc.

C. Touch Up Paint, Extra Materials, & Unused Paint and Supplies

Contractor shall provide, upon Purchaser's written Purchase Order request, the number of additional unopened paint (gallons and/or pints, etc.) and extra materials for Purchaser's stock. These materials and products must be packaged with a protective covering for storage and identified with labels describing contents in addition to the manufacturer's label.

Unused materials that were included in the % Mark Up Over Materials list approved by Purchaser must be either returned for a credit and the credit reflected on the Purchaser's Invoice or left with the Purchaser.

Contractor shall bill extra materials requested and approved by Purchaser at the Contractor's cost, from ***Exhibit B – Prices For Goods/Services,*** as a separate line on the invoice. Contractor shall provide a copy of the invoice, at Purchaser's request.

D. Contractor Quote (Estimate/Proposal)

Contractor will prepare a firm and fixed price quote and forward it to Purchaser no later than seven (7) business days, unless otherwise agreed upon by Purchaser.

The pricing elements of the Quote must itemize:

- Maximum estimated not to exceed total # of Labor Hours, # of Contractor's Employees, and Labor $ Rates. - Based on the prevailing wage determination. Quotes must clearly outline the prevailing labor rate and percentage % rate above the prevailing wage. Travel time/expenses are the responsibility of the Contractor and will not be reimbursed.

NOTE: Billable time will be limited to time spent on-site working on the painting project. Time will be billed in 15-minute increments; however if a painting project takes less than one (1) hour, Contractor may quote and bill for a full hour.

- Contractor shall provide a written schedule to the Purchaser, the proposed start date, completion date, and anticipated rate of progression.
- Contractor shall bill labor at the hourly rate from ***Exhibit B – Prices For Goods/Services***.

➢ **Itemized Paint material**

Manufacturer, product name and/or catalog number, general product category (e.g. "alkyd enamel"), painting rating (i.e. High Performance, Good, Better, Best), product specifics, quantities, color, in addition to the % rate above actual costs. Contractor shall provide a detailed listing of costs and written estimate and, if approved by Purchaser, a copy of the actual receipt.

- **Itemized Approved & Authorized Paint Job Specific Materials**

  Contractor shall bill approved materials at the Contractor's cost, from ***Exhibit B – Prices For Goods/Services***. Costs associated with painting materials may be charged as % above the actual costs for the % Markup Rate as set forth in ***Exhibit B – Prices For Goods/Services***. Contractor shall provide a copy of the Contractor's invoice, at Purchaser's request.

  - Quantities required for the Purchaser's specific painting project including actual cost of materials, in addition to the % rate above actual costs. Contractor shall provide an itemized and detailed list of any materials and provide a written estimate for Purchaser's review and approval. Materials not listed in the list below are not allowed to be billed to the Purchaser by Contractor:
  - Paint, Primers, Sealers, Stains, Finishes, Varnish, Coatings
  - Tape, Masking Paper
  - Sandpaper and/or Liquid sander
  - Trisodium Phosphate (TSP)
  - Plastic
  - Caulking and/or Compound and/or Wood Filler
  - Texture
  - Covers and Liners ONLY: Paint Roller Covers and/or Paint Tray Liners
  - Brushes
  - Any specialized, project-specific paint product or Permit
  - Any specialized, painting project-specific equipment rental (Rental equipment required for access greater than the typical contractor-supplied ladder or baker scaffolding type work. Examples: man lifts for the exterior of a multi-story building or scaffolding where lifts will not work, etc.)

E. Contractor Provided and Supplied Equipment

Contractor shall furnish—at no cost to Purchaser—all equipment, tools, and incidental items necessary to perform the painting services, except for materials specifically listed and approved under Purchaser Authorized Materials.

The following items must be supplied by Contractor and shall not be charged to the Purchaser under any circumstance including, however not limited to:

- Paint Rollers, Extension Poles, etc.
- Cleaning Solvents: Paint Brush Cleaner, Solvents, etc.
- Buckets, Roller Trays, etc.
- Drop Clothes, Cleaning Cloths, Floor Protection Materials, Rags, etc.
- Ladders; Step Ladders, etc.
- Safety equipment including however not limited to respirators, masks, and eye protection, protective clothing, gloves, etc.
- Electrical tools hand tools including however not limited to: pressure washer, wet/dry vacuum, screwdrivers, drill, drill mixer attachments, paint can opener, pour spout, paint sprayers, caulking gun, painter's

tool, putty & drywall knives, tape measure, paint mixer, paint edgers, heat gun, work lights, portable work lights, lightening, etc.

Contractor is responsible for acquiring and maintaining these tools as part of the standard provision of services and may not separately invoice the Purchaser for their use, acquisition, rental, or replacement.

F. Authorized Painting Materials

- Contractor shall obtain written approval from Purchaser for products and procedures two (2) weeks prior to commencement of site work unless, otherwise specified by Purchaser.
- Contractor shall use products that are compatible with existing coats of paint, and coating system from the same manufacturer to ensure proper bonding and longevity of surfaces Materials for use within each paint project shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by the manufacturer, based on testing, and field experience.
- Specific material brands, colors, and finishes to be selected and approved, by Purchaser, prior to commencement of work.
- Painting materials are to be mixed and prepared in accordance with the manufacturer's printed instructions.
- Unless otherwise approved in writing by Purchaser, all material used must be in the manufacturer's original containers, unopened, with the original label intact, defining the enclosed product.
- All materials and primers shall be purchased solely for the specified painting job. All paints and primers shall match the intent of this job and shall be in new, unmodified containers from the manufacturer. The use of "left-over" or "repurposed" paints, primers, or coatings from previous projects is prohibited.

G. Storage, Delivery & Handling

- Store materials not in actual use in tightly covered containers. Store in dry area between 50 degrees F and 85 degrees F. Protect from direct sunlight. Protect from Freezing. Maintain containers used in storage, mixing, and application of paint in clean conditions, free of foreign materials and residue. All containers must be stored in temperatures, which comply with product data sheet storage recommendations, in a ventilated area, and as required by manufacturer's instructions.
- Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- Container Label: Include manufacturers' name, type of paint, band name, lot number, brand code, coverage, surface preparation, drying time, clean-up requirements, color designation, and instructions for mixing and reducing.
- Handle all products with appropriate precautions and care as stated in the information from the manufacturer's literature.

H. Planning & Work Site Preparations

- Contractor shall thoroughly examine and inspect surfaces scheduled to be painted prior to commencement of work. Contractor shall provide a detailed report in writing to Purchaser any condition that may potentially affect proper application. Verify existing conditions before starting.
- Contractor shall provide carts/shelves to remove extra items and store them outside of the workplace.
- Contractor shall remove electrical plates, surface hardware, fittings, fastenings and articles (e.g. items hanging on walls, signs, etc.) prior to painting operations. Contractor shall properly store, clean, and replace these items on completion of work in each area. Contractor shall not use solvent to clean hardware that may remove permanent lacquer finish. If Contractor gets any paint on any fire sprinkler heads, Contractor is responsible for the replacement of each painted head. Contractor shall repair or replace all damaged items at Contractor's expense. Contractor shall reinstall all electrical cover plates, hardware, light fixture trim, escutcheons, fittings, fastenings, and articles, etc. removed by the Contractor, will be properly replaced in their original position and condition once work is completed.
- Contractor shall protect finished surfaces and furnishings in areas where work is to be completed with clean drop cloths and suitable masking. Contractor shall correct defects and clean surfaces; remove or repair existing coatings that exhibit surface defects. Contractor shall clean surfaces thoroughly to be finished as required to remove oil grease, dust, and dirt; and correct defects prior to application and sand where necessary.
- Contractor shall move furniture/ items that prevent access to the surfaces to be painted.
- Contractor shall repair surface deterioration prior to beginning work; this includes however not limited to visual defects such as minor pin holes, scratches, minor cosmetic runs and sags, peeling, flaking, cracking, checking, scuffs, abrasions, and small holes, gouges, or staining.
- For major wall repairs, Contractor shall stop work and contact Purchaser.
- Contractor shall seal surface marks with shellac or equivalent primer those which may bleed through surface finishes. Seal surfaces that might cause bleed through or staining of topcoat.
- Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions to achieve the best finish and result for the substrate.
- If a second coat or intermediate coat is requested or required, it shall be applied by the manufacturer's recommendation drying time between coats.
- Concrete:
  - Clean concrete according to ASTM D4258. Allow to dry.
  - Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in the manufacturer's written instructions.
- Concrete Floors & Traffic Surfaces: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
  - Remove loose and deteriorated concrete by high-pressure (>3,000 PSI) water blasting, shot blasting or mechanical wire brushing. Make sure surfaces and sound, clean, and free of all bond-inhibiting materials including mildew, dust, direct laitance, and standing water.

- Repair voids, spalls, cracks and other surface defects to create a smooth, lightly textured surface profile.

- Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair. Finish surfaces.
- Ferrous Metal and Galvanized-Metal Substrates:
  - Solvent clean according to SSPC-SP 1 Solvent Cleaning .
  - Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Reprime entire primed item, as required.
  - Remove rust. Loose mill scale, and other foreign substances using methods recommended by paint manufacturer and blast cleaning in accordance with SSPC-SP 6 Commercial Blast Cleaning (NACE No. 3). Protect from corrosion until coated.
- Steel and Iron Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by manufacturer.
  - Pigmented Polyurethane over Epoxy System.
  - Prime Coat: Primer, Epoxy, Anti-corrosive for metal
  - Intermediate or Second Coat: Epoxy, Gloss
  - Topcoat: Polyurethane, two-component, pigmented, gloss.
- Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming for touching up shop-primed surfaces.
- Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- Aluminum Substrates: Remove loose surface oxidation.
- Wood Substrates: Trim, Doors, Opaque finish. Remove dust, dirt, oil, and grease by washing with a detergent solution; rinse thoroughly with clear water, and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and recommended by manufacturer. Sand to provide clean smooth base. Stain, Seal, and Finish Coat(s).
- Exterior Wood Substrates: Scrape and clean knots and apply a coat of knot sealer before applying finish.
- Cementitious Substrates: Acrylic /cement-based textured finish shall contain a blend of acrylic/cementitious polymers and graded aggregates. The product shall be water-based and contain no solvent carriers, or as approved by Purchaser.

Report	Test Method	Test Criteria	Result
Working Time (minutes)	---	---	30-45
Compressive Strength (psi)	ASTM C-109	7 days 28 days	>3,000 (21 Mpa) >3,500 (24 Mpa)
Bond Strength (psi)	ASTM D-4541	7days	285
Abrasion Test (% weight loss 3000 cycles)	ASTM D-4060 Taber CS10 1000 cycles/10,000 gram weight	14 days	<0.004
Accelerated Weathering	ASTM G-23	1000 hours	No deleterious effects

Note: Typical values for material cured at 73° F and 50% R.H.

I. Application

- Contractor shall protect all newly finished surfaces from condensation, contamination, dust, and freezing temperatures until finishing is completely dry. Contractor shall meet manufacturer's recommended minimum time requirements for curing periods. Contractor shall not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer. Contractor shall not apply exterior coatings during rain or snow, fog, or mist or when relative humidity is outside the humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces or, outside allowable ranges required by the paint product manufacturer. Contractor shall apply paints and coatings per manufacturer's written instructions, MPI Architectural Painting Specification Manual, applicable to substrates and coating systems indicated, and/or recommendations with approval from Purchaser.
    - Paints and finishes shall be ready mixed unless intended to be a field catalyzed paint and/or if requested by Purchaser, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
    - Supply paint material in quantities required to complete the entire painting project from a single production run.
    - Do not reduce, think, or dilute paint or finishes or add material unless such procedure is specifically described in manufacturer's product instructions.
- Contractor shall use applicators and techniques best suited for paint and substrate indicated.
- Where adjacent sealant is to be painted, Contractor shall not apply finish coats until sealant is applied.
- Contractor shall paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, Contractor shall paint surfaces behind permanently fixed equipment or furniture with prime coat only, or as requested by Purchaser.
- Contractor shall apply paint evenly, uniform in appearance in thickness specified by manufacturer, and smoothly without runs, sags, brush marks, laps, streaks, unfinished patches, and other blemishes.
- Contractor shall use drying period required between coats of paint as specified by the manufacturer. Do not apply finishes to surfaces that are not dry. All applied coats to dry before next coat is applied.

- Contractor shall vacuum surfaces of loose particles. Contractor shall use tack cloth to remove dust and particles just prior to applying next coat.
- Priming:
  - Contractor shall use priming coat of suitable type for each surface and compatible in with the finish paint for each specific painting service.
  - Apply primer to all surfaces, unless specifically not required by coating manufacturer.
  - Apply in accordance with coating manufacturer's instructions.
- Undercoating:
  - Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material, if requested by Purchaser. Tint undercoats shall match color of finish however provide sufficient difference in shade of undercoats to distinguish each separate coat, when requested by Purchaser.
  - If undercoats or other conditions show through final coat, discuss with Purchaser if additional coats are required, and if the additional costs exceeds the maximum allowable purchaser order amount, provide Purchaser with a quote for any additional charges for review for an amendment to be issued.
- Cementitious Coatings:
  - For best results apply in dry weather only when ambient and surface temperatures are 50 degrees F and rising. Do not overcoat with solvent based paints or coatings. Do not use on surfaced subjected to continuous water immersion, hydrostatic pressure, or ponding of water.
  - Base Slurry Coat Application (surface priming method for concrete with a rough surface): Apply base cot slurry using a spray or roller to a uniform coating thickness not to exceed 1/16th inch. Allow slurry coat to dry completely before proceeding with normal texture coat application.
  - Normal Application: Apply textured coat by spray or stainless steel pool trowel to desired thickness. Avoid applying in excess of 62 mils (1/16 inch) in a single application. Apply in continuous application always working to wet edge when possible.
  - Allow texture coat to dry for a minimum of 72 hours before applying clear sealer by roller in two thin coats or number of coats required by Purchaser. Protect texture coat from rain, freezing and continuous high humidity for this 72 hour drying period. Protect sealer coat for a minimum of 24 hours. Cool and/or damp weather may require added protection to ensure uniform color consistency and to prevent damage.

J. Asbestos, Mold, Lead Based Paint.

Contractor shall stop work in the event asbestos, mold and/or lead based paint and shall immediately contact Purchaser immediately, however notice not to exceed 24 hours for proper remediation and rescheduling of work.

K. Daily and Final Clean Up & Disposal

- During the progress of the work, Contractor shall remove discarded finishing materials, rubbish, cans, and rags from the project site at the end of each shift.
- Contractor shall recycle all applicable materials, clean equipment, and dispose of wash water and solvents as well as all other cleaning and protective materials (rags, drop cloths, masking papers, and tapes), paints, thinners, paint removers and strippers, and wallpaper adhesives

and stripers, in an environmentally responsible manner, and consistent with local, state, and federal regulations, and in accordance with the safety requirements of authorities having jurisdiction. Contractor also agrees to comply with Washington State Department of Ecology requirements for paints and coatings when disposing of leftover paint material. This material must not be disposed of in toilets, garbage disposals, or on the grounds of the Purchaser's property. When using solvents for cleaning brushes or using other chemicals, the Contractor at no time shall improperly dispose of solvents or chemicals by dumping them into the sewer system or on the ground.

- Upon completion of finishing, Contractor shall clean window glass and other paint-splattered surfaces, drips, and overspray. Contractor shall remove splattered paint by proper methods of washing and scraping, without scratching or otherwise damaging finished surfaces.
- Upon completion, Contractor shall remove all Contractor's materials, props, equipment, and rubbish from the site.

4. Purchaser's Responsibilities

- Purchasers may perform periodic inspections to ensure compliance with the scope of work requirements. Inspection criteria may include conformity to the specifications, workmanship, quality, and materials. Purchasers may review the quality and acceptability of any painting services performed.
- Purchaser shall notify Contractor of any deficiencies found within the scope of the work performed and Contractor shall make necessary corrections within three (3) business days, unless otherwise agreed upon.

Exhibit B

PRICES FOR GOODS/SERVICES

	L&I Trade	Painting Services (hourly)		
Region	**County**	**Industrial Painter PW rates from L&I**	**% Markup Over Industrial Painter PW**	**% Markup Over Materials**
Southwest	Thurston	Prevailing Wage +	300%	30%
	Pacific	Prevailing Wage +	300%	30%
	Lewis	Prevailing Wage +	300%	30%
	Wahkiakum	Prevailing Wage +	300%	30%
	Cowlitz	Prevailing Wage +	300%	30%
	Skamania	Prevailing Wage +	300%	30%
	Clark	Prevailing Wage +	300%	30%
South Central	Yakima	Prevailing Wage +	300%	30%
	Franklin	Prevailing Wage +	300%	30%
	Benton	Prevailing Wage +	300%	30%
	Garfield	Prevailing Wage +	300%	30%
	Columbia	Prevailing Wage +	300%	30%
	Asotin	Prevailing Wage +	300%	30%
	Walla Walla	Prevailing Wage +	300%	30%
	Klickitat	Prevailing Wage +	300%	30%
North Central	Okanogan	Prevailing Wage +	300%	30%

	Chelan	Prevailing Wage +	300%	30%
	Douglas	Prevailing Wage +	300%	30%
	Grant	Prevailing Wage +	300%	30%
	Kittitas	Prevailing Wage +	300%	30%
Eastern	Ferry	Prevailing Wage +	300%	30%
	Pend Oreille	Prevailing Wage +	300%	30%
	Stevens	Prevailing Wage +	300%	30%
	Lincoln	Prevailing Wage +	300%	30%
	Spokane	Prevailing Wage +	300%	30%
	Whitman	Prevailing Wage +	300%	30%
	Adams	Prevailing Wage +	300%	30%

EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    d. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE (applicable when accessing purchaser premises). 'Symbol 1' commercial automobile liability coverage including all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than $1,000,000.

    The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits 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 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**. When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) 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 Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this 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) calendar 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, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract**. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

   Email: DESContractsTeamCedar@des.wa.gov *Note*: The Email Subject line must state:
   Contract Insurance Certificate –Statewide Contract No. 08125 –Painting Services
   Washington Dept. of Enterprise Services
   PO Box 41411
   Olympia, WA 98504-1411

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 to Enterprise Services. 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) calendar 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 Contract number stated on the cover of this 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 Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

EXHIBIT D

SUBCONTRACTOR INCLUSION PLAN

The businesses included in the Diverse Inclusion Plan – Subcontractors are listed as examples of the businesses that Contractor may use as subcontractors and does NOT obligate Contractor to utilize those specific businesses in performing the Contract.

DIVERSE BUSINESS INCLUSION PLAN		
SUBCONTRACTOR CATEGORY AS DESCRIBED BELOW	ANTICIPATED % OF CONTRACT AMOUNT (DETERMINED BY THE BIDDER)	ANTICIPATED SUBCONTRACTOR NAMES (LIST ALL IN THE APPROPRIATE BOX BELOW IF KNOWN)
MINORITY-OWNED BUSINESS (MBE)		
WOMAN-OWNED BUSINESS (WBE)		50% Nationwide Wholesale Flooring
CERTIFIED COMBINATION OWNED BUSINESS (CBE)		
CERTIFIED MINORITY WOMAN OWNED BUSINESS (MWBE)		
SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS (SEDBE)		
CERTIFIED VETERAN-OWNED BUSINESS (VOB)		
WASHINGTON SMALL BUSINESS (SB)		

Bidder commits to a make a genuine effort to achieve the proposed subcontract spend amounts with small/veteran/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy including outreach, education/mentorship, and process changes designed to increase participation by small/veteran/diverse businesses that are registered with the State of Washington in WEBS.

Bidder's Authorized Representative Signature

Brad Morrow (print name)

9.13.25 Date Signed

Master Contract Template

Final Audit Report 2025-12-04

Created:	2025-12-04
By:	David Hallock (david.hallock@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhP3IrwJQ_gWR6tNKXkgavEsfB0M7hcGR

"Master Contract Template" History

Document created by David Hallock (david.hallock@des.wa.gov)
2025-12-04 - 0:10:26 AM GMT

Document emailed to Julie Hannah (julie.hannah@des.wa.gov) for signature
2025-12-04 - 0:10:34 AM GMT

Email viewed by Julie Hannah (julie.hannah@des.wa.gov)
2025-12-04 - 0:36:43 AM GMT

Document e-signed by Julie Hannah (julie.hannah@des.wa.gov)
Signature Date: 2025-12-04 - 0:37:13 AM GMT - Time Source: server

Agreement completed.
2025-12-04 - 0:37:13 AM GMT