



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

CONTRACT

No. 08425

FOR

FLOORING AND INSTALLATION SERVICES

REGIONS: SOUTH CENTRAL, NORTH CENTRAL, EASTERN

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

BOARDS & BUDDIES LLC

Dated April 11, 2026

CONTRACT
No. 08425
FOR
FLOORING AND INSTALLATION SERVICES

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 Boards & Buddies, LLC, a Washington State LLC ("Contractor") and is dated and effective as of April 11, 2026.

RECITALS

- 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. To enable eligible purchasers to purchase flooring material and installation services from qualified, innovative Contractors in a cost effective, efficient manner using established terms and conditions of the Contract. The Contract is limited to purchasing of flooring and installation for the purpose of repairing, replacing existing flooring and does not include new public work projects.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 08425 dated September 16, 2025, for Flooring and Installation Services.
- D. The Competitive Solicitation was structured to meet purchaser needs and designed to result in multiple Contract awards, by specified geographic region and specified category. 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 the 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, the 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.
- 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, in the above-referenced categories, 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, commencing April 11, 2026 and ending December 31, 2029; *Provided*, however, that if Contractor is not in default and if, by June 30, 2029, 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. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Annual Detailed Sales Report:	Contractor must provide an annual detailed sales report as required in Section 11.3.
Warranty Claims:	Contractor maintains minimal valid warranty claims and consistently resolves claims within the timeframes and requirements set forth in <i>Exhibit A – Specifications and Scope of Services</i> <i>Note:</i> If Contractor exceeds three (3) valid, unresolved warranty claims within a rolling twelve (12) month period, or fails to respond within the contractually required timelines, Contractor may be deemed ineligible for a performance-based extension.
Defect/Rework Rate:	Contractor maintains an average installation defect or punch list rate of less than three percent (3%) across all completed projects during the Contract term.
On-Time Completion:	Contractor completes no less than ninety percent (90%) of projects on or before the agreed-upon project completion dates throughout the Contract term.
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. <i>See Exhibit C – Insurance Requirements</i> 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). <i>Note:</i> 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. <i>Note:</i> 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 for the prices set forth in ***Exhibit B – Prices and Included 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 B – Prices and 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 MATERIALS. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Contract. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, Contractor may request an annual price adjustment. Requests for price adjustments must be made in writing and be received at least sixty (60) days prior to the adjustment date (the annual anniversary of the effective date of the Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services’ price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), Commodity Group Furniture and Household Durables Item Codes PCU3141103141100, PCU326199326199R, and PCU3262993262993, for Floor Coverings, issued for the year of each contract term. The percentage difference between the PPI issued for September, 2025, and the PPI issued for each September of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

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

Only final PPI data will be used to adjust contract pricing. This Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.

- a) INSTALLATION ADJUSTMENT. The Contractor may request a percentage change for the for portion of the Installed Price that is not covered by the material price change. The adjustment request must clearly state the percentage change requested along with sufficient documentation for Enterprise Services to verify the requested change is consistent with industry labor cost changes. Data regarding wage increases must at a minimum cite relevant prevailing wage changes. Requested price adjustments cannot exceed a 3% change.
- 3.4. 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 and Included Goods/Services*** (subject to economic or other adjustment as set forth herein).
- 3.5. PRODUCT/MANUFACTURER LIST UPDATES. Contractor may request, annually, to alter goods on ***Exhibit B – Prices and Included Goods/Services*** for any product updates or changes, if such changes fall within the scope of the contract. All Product List Update requests will be reviewed by Enterprise Services and must be approved by Enterprise Services before changes can take effect. For clarity, these updates will be made without a formal amendment to the contract and mutually agreeable changes will be effective on the date of the updated ***Exhibit B – Prices and Included Goods/Services***. Enterprise Services may request additional information prior to approval and Contractor shall submit the requested information in a timely manner.
 - a) DISCONTINUED ITEMS. Contractor shall use commercially reasonable efforts to notify Enterprise Services, as soon as practicable, regarding any products that are no longer available or discontinued and provide a substitute of a like item, comparable size, quantity, quality, and case count or content at the contracted rate through a product list update.
 - b) MANUFACTURER CHANGE. Contractor shall use commercially reasonable efforts to notify Enterprise Services, as soon as practicable, regarding any manufacturer products price changes to ***Exhibit B – Prices and Included Goods/Services***. Contractor shall supply supporting documentation from the manufacturer for any updates to ***Exhibit B – Prices and Included Goods/Services*** through the manufacture list update.
- 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.
- 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. **BEST PRICING.** Contractor represents and warrants, Contractor's prices for the Goods and/Services included in ***Exhibit B – Prices and Included Goods/Services*** are equal to or less than Contractor's standard prices generally offered to government/public sector purchasers of such Goods and/or Services under similar terms and conditions. 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 upon notice from Enterprise Services to Contractor. To ensure compliance, Enterprise Services, upon seven (7) business days advance written notice to Contractor, may audit Contractor's records.
- 4.13. **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.
- 4.14. **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.
- 4.15. **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.

- 4.16. 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.
- 4.17. 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.
- 4.18. 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.
- 4.19. REMOVED INTENTIONALLY.
- 4.20. 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 benefitted 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.
- 4.21. 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.
- 4.22. REMOVED INTENTIONALLY.

- 4.23. **RECYCLED CONTENT PRODUCTS ENVIRONMENTAL PREFERENCE.** Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.255 and Washington State Procurement Policy POL-DES-255-00, such product(s) shall exceed the minimum post-consumer or total recycled content that enabled Contractor to be awarded such preference. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Agency may suspend or terminate this Contract. 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. 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. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") 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.

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., § 4.17 (Executive Order 18-03)].

- 7.4. SUBCONTRACTOR INCLUSION PLANS. Subject to the terms and conditions set forth in this Contract, Contractor, in performing this Contract may utilize any of the Subcontractors listed on Contractor's Subcontractor Inclusion Plan attached as ***Exhibit D – Contractor's Subcontractor Inclusion Plan***.

8. USING THE CONTRACT – PURCHASES.

- 8.1. 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 "Purchase 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.
- 8.2. 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 and/or Services 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 and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 8.3. 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 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 Services or, at Purchaser's option, Purchaser may note any such damage 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. INVOICING & PAYMENT.

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

- (a) Contract No. 08425;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Applicable Goods and/or Services;
- (f) Invoice amount; and
- (g) 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.

- 9.2. 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 and Included 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.
- 9.3. 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.
- 9.4. 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.

- 9.5. 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, or payment processing.
- 9.6. 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, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. 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

Attn: Kara Wells
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2215
Email: DESContractsTeamCedar@des.wa.gov

Contractor

Attn: David Chavey-Reynaud
Boards & Buddies LLC
122 Wellsian Way
Richland, WA 99352
Tel: (509) 366-7618
Email: david@Craftsmancfc.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.

- 10.2. 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.
- 10.3. 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

Attn: Legal Services Manager
Washington Dept. of Enterprise Services

Contractor

Attn: David Chavey-Reynaud
Boards & Buddies LLC
122 Wellsian Way

PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Richland, WA 99352
Email: Accounts@Craftsmancfc.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. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. 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

11.2. 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 .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.

11.3. 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:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;
- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser including Purchaser's email; and
- Contract price.
- Contract category.

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.

12. RECORDS RETENTION & AUDITS.

- 12.1. 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.

- 12.2. **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.
- 12.3. **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 \times 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.

13. INSURANCE.

- 13.1. **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.
- 13.2. **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.

14. CLAIMS.

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.

15. 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.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. 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.

- 16.2. **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.
- 16.3. **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.
- 16.4. **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.
- 16.5. **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.
- 16.6. **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.

16.7. **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.

16.8. **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.

16.9. **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.

16.10. **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.

17. 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.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 18.1. **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.
- 18.2. **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.
- 18.3. **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.

19. GENERAL PROVISIONS.

- 19.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Contract.
- 19.2. **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.
- 19.3. **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.

- 19.4. **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.
- 19.5. **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.
- 19.6. **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.
- 19.7. **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.
- 19.8. **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.
- 19.9. **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). In addition, 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.
- 19.10. **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.
- 19.11. **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.

- 19.12. **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.
- 19.13. **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.
- 19.14. **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.
- 19.15. **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.
- 19.16. **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.
- 19.17. **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.
- 19.18. **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.
- 19.19. **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.

- 19.20. 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.
- 19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 19.22. 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.
- 19.23. 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.
- 19.24. 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

BOARDS & BUDDIES,
a Washington State LLC

By: *Julie Hannah*
Julie Hannah (Apr 10, 2026 14:41:39 PDT)

By: *David Chavey-Reynaud*
David Chavey-Reynaud (Apr 10, 2026 10:36:57 PDT)

Julie Hannah
Type Name

David Chavey-Reynaud
Type Name

Its: Ent. Contracts and Proc. Spec. 3
Title

Its: President
Title

SPECIFICATIONS AND SCOPE OF SERVICES

This provides an overview of the **mandatory** Specifications for Flooring and Installation Services. This **Exhibit** details the contract scope – i.e., the included Goods/Services (Flooring and Installation Services) that are included in this enterprise procurement solution contract and available for purchase from Contractor by eligible Purchasers as well as certain required minimum specifications for such Goods/Services and certain minimum performance requirements for Contractors.

I. CARPET SPECIFICATIONS (CATEGORIES 1 & 2):

A. TECHNICAL SPECIFICATIONS

1. Durability and Wear Resistance
 - a. Carpet shall have a minimum tuft bind strength of 8lbs., ensuring longevity and resistance to fiber loss.
2. Stain and Soil Resistance
 - a. Products shall meet or exceed the [American Association of Textile Chemists and Colorists \(AATCC\) 175](#) stain resistance standards or an equivalent performance rating.
3. Flammability and Safety Compliance
 - a. Carpets must comply with [Advancing Standards Transforming Markets \(ASTM\) E648 \(Radiant Panel Test\)](#), achieving a Class I rating for commercial installations.
 - b. Smoke density performance shall meet [ASTM E662](#), ensuring safety in enclosed environments.
4. [Texture Appearance Retention Rating \(TARR\)](#):
 - a. Carpet shall meet minimum TARR thresholds, verified through hexapod wear testing:
 - i. Moderate – ≥ 2.5 TARR
 - ii. Heavy – ≥ 3.0 TARR
 - iii. Severe – ≥ 3.5 TARR

B. [GREEN SPECIFICATIONS](#)

Listed below are the green specifications that contractors must follow unless not possible. The links provided are for reference only and are not meant to be exhaustive, only as a guide to contractors.

1. Be tested and certified compliant with California's Section 01350 emissions test based on the CA Department of Public Health (CDPH) Standard Method v1.2-2017 or the most current version. To show compliance, the product should have at least one of the following third-party certifications:
 - a. SCS FloorScore [FloorScore® | SCS Global Services](#)
 - b. UL GREENGUARD GOLD [GREENGUARD Certification | UL](#)
 - c. Carpet and Rug Institute Green Label Plus [Green Label Plus - The Carpet and Rug Institute \(carpet-rug.org\)](#)
 - d. Cradle to Cradle Certified or Material Health Certificate [Home - Cradle to Cradle Products Innovation Institute \(c2ccertified.org\)](#)
 - e. A third party-verified transparency standard such as a health product declaration (HPD) verifying compliance

2. Be free of per- and poly-fluoroalkyl substances (PFAS) (e.g., Stainmaster).
 - a. PFAS Free-Information on this topic can be found here: [PFAS in Building Materials - Green Science Policy Institute](#)
 - b. This can be demonstrated by submitting:
 - i. Cradle to Cradle Certified or Material Health Certificate [Home - Cradle to Cradle Products Innovation Institute \(c2ccertified.org\)](#)
 - ii. Test data verifying that the product does not contain >100 ppm total fluorine.
 - iii. A Declare label that is designated as "[Red List free](#)".
 - iv. A [Health Product Declaration \(HPD\)](#) that demonstrates the product is free of intentionally added PFAS.
 - v. Documentation of another third-party verified transparency. standard stating that the product is free of intentionally added PFAS or does not contain >100 ppm total fluorine.
3. Be attached mechanically without a chemical adhesive or come with a peel-and-stick adhesive.
 - a. If wet-applied is used, it must:
 - i. Be certified low emitting per CA 01350
 - ii. Meet other specifications in the adhesive specifications
4. Be free of coal fly ash, polyvinyl chloride (PVC or "vinyl"), other chlorinated polymers, tire-derived recycled rubber, brominated and chlorinated (halogenated) flame retardants, and antimicrobial surface treatments or materials.
 - a. Coal Fly Ash Free-Information on this topic can be found here: [Coal Ash Basics | US EPA](#)
5. Be a solution-dyed product- a manufacturing process where colored dye is thoroughly mixed into the liquid fiber solution before fibers are extruded.
6. Not be marketed as antimicrobial or claim as such.
7. Carpet cushions must not exceed 1,000 parts per million for additive flame retardant materials, contain no post-consumer recycled foam, be at least 7/16" thick, and have a minimum density of 6 pounds.

II. RESILIENT AND OTHER FLOORING SPECIFICATIONS (CATEGORIES 3, 4, 5, 6 & 7)

A. TECHNICAL SPECIFICATIONS

All flooring supplied under this contract must meet the following minimum performance and quality standards, as verified through manufacturer-provided specifications or technical data sheets:

1. Solid Vinyl Tile (SVT), Luxury Vinyl Tile (LVT), and Luxury Vinyl Plank (LVP)
 - a. Durability and Wear Resistance
 - i. Wear layer thickness shall be minimum 20 MIL (0.5mm) for commercial applications.
 - ii. Flooring must meet ASTM F1700 Class III Type B (embossed) classification.
 - iii. Static load resistance shall be ≥ 1000 psi per ASTM F970.
 - b. Slip Resistance and Safety

- i. Flooring must meet ASTM C1028-89 slip resistance standards (≥ 0.6 per ADA guidelines)
 - ii. Fire resistance shall comply with [ASTM E648](#) Class I and [ASTM E662](#) smoke density (<450)
- 2. Heterogeneous Sheet Vinyl, Homogeneous Vinyl, and Sheet Linoleum
 - a. Heterogeneous sheet vinyl must have a wear layer of 20mil and meet [ASTM F1303](#) Type I, Grade I for wear resistance.
 - b. Homogeneous sheet vinyl must be at least 2mm thick and meet [ASTM F1913](#) for wear resistance
 - c. Sheet linoleum must be at least 2mm thick and meet [ASTM F2034](#) for wear resistance.
 - d. Fire resistance shall comply with [ASTM E648](#) Class I and [ASTM E662](#) smoke density (<450)
- 3. Rubber Flooring
 - a. Rubber flooring must be at least 2.5mm thick and meet ASTM F1344 standards for commercial applications.
 - b. Static load resistance shall be ≥ 1500 psi per ASTM F970
 - c. Fire resistance shall comply with [ASTM E648](#) Class I and [ASTM E662](#) smoke density (<450)
- B. [Resilient Flooring Green Specifications](#):
 Listed below are the green specifications that contractors must follow unless not possible. The links provided are for reference only and are not meant to be exhaustive, only as a guide to contractors.
 - 1. Be tested and certified compliant with California's Section 01350 emissions test based on the CA Department of Public Health (CDPH) Standard Method v1.2-2017 or the most current version. To demonstrate compliance, the product shall currently have at least one of the following third-party certifications:
 - a. SCS FloorScore [FloorScore® | SCS Global Services](#)
 - b. UL GREENGUARD GOLD [GREENGUARD Certification | UL](#)
 - c. Cradle to Cradle Certified or Material Health Certificate [Home - Cradle to Cradle Products Innovation Institute \(c2ccertified.org\)](#)
 - d. A third party-verified transparency standard such as a health product declaration (HPD) verifying compliance
 - 2. Be free of ortho-phthalates as demonstrated by submitting:
 - a. Cradle to Cradle Certified or Material Health Certificate [Home - Cradle to Cradle Products Innovation Institute \(c2ccertified.org\)](#)
 - b. A Declare label that is designated as "[Red List free](#)".
 - c. [SCS Assure Certified](#)
 - d. Documentation of another third-party verified transparency standard stating that the product does not contain intentionally added ortho-phthalates Test data that demonstrated the individual or sum of ortho-phthalates using test method CPSC-CH-C1001-09.4 does not exceed 1000 ppm

3. Be attached mechanically without a chemical adhesive or come with a peel-and-stick adhesive.
 - a. If wet-applied is used, it must:
 - i. Be certified low emitting per CA 01350
 - ii. Meet other specifications in the adhesive specifications
4. Be free of coal fly ash, vinyl composite tile (VCT, which requires floor polish and strippers), PFAS, tire-derived recycled rubber, brominated and chlorinated flame retardants, and antimicrobial surface treatments or materials
 - a. Coal Fly Ash Free-Information on this topic can be found here: [Coal Ash Basics | US EPA](#)
 - b. VCT is permitted on Categories 3 and 4.
 - c. Tire-derived recycled rubber may be used when other recycled content or environmentally preferable alternatives are not feasible or commercially available.
5. Not require the periodic use of floor finish/polish, strippers/removers, sealants, or maintainers; including, but not limited to VCT.

III. INSTALLATION SCOPE OF SERVICES:

- A. FULL-SERVICE INSTALLATION SCOPE. Unless otherwise stated, all product categories under this Contract include Full-Service Installation of the supplied flooring materials. Full-Service Installation is defined as standard installation services that are expected in non-public works commercial flooring projects. These services are included in the base price of awarded categories and must be performed in accordance with the Installation Requirements section below.
 1. Full-Service Installation includes, at a minimum:
 - a. Site Preparation:
 - i. Broom-swept cleaning of subfloors.
 - ii. Minor surface crack patching.
 - iii. Inspection and basic verification of subfloor suitability, moisture, and leveling per manufacturer standards.
 - b. Standard Installation Activities:
 - i. Manufacturer-authorized installation using approved adhesives, fasteners, and seaming methods.
 - ii. Installation of wall base (rubber or vinyl; excludes wood or custom baseboards)
 - iii. Treatment of joints, seams, and transitions per manufacturer requirements
 - c. Coordination and Site Management:
 - i. Coordination with Purchaser and other trades, including phased installation in occupied or secure buildings.
 - ii. Compliance with any permits or certifications for installation.
 - d. Post-Installation Services:
 - i. Cleanup of work area
 - ii. Quality control walkthrough and punch list resolution.
 - iii. Written instructions for post-installation care and maintenance.

- iv. Final walkthrough with Purchaser.
- 2. Exclusions. For clarity, the following are not included under Full-Service Installation:
 - a. Any project determined to be a Public Work Projected under Washington law (RCW 39.04)
 - b. Abatement, handling, or disposal of hazardous materials.
 - c. Structural subfloor repair or reconstruction.
 - d. Wood baseboards or custom millwork.
 - e. Specialized construction coordination outside typical commercial tenant improvements.
- B. INSTALLATION REQUIREMENTS. Notwithstanding any provision to the contrary, Contractor shall ensure, as part of the Flooring Preparation and Installation that the project site is ready and suitable for installation of the floorcovering.
 - 1. Product installations shall be performed by manufacturer-authorized personnel and meet manufacturer-documented specifications.
 - 2. Subfloor Preparation: Contractor shall inspect and ensure the subfloor is properly prepared, leveled, and free of moisture before installation. Any necessary repairs or adjustments to the subfloor must be completed prior to installation.
 - 3. Environmental Conditions: Contractor must ensure that environmental conditions (e.g., temperature, humidity) are within the manufacturer's recommended range during installation. Use of dehumidifiers or other equipment to maintain proper conditions as needed.
 - 4. Material Storage: All flooring materials must be stored in a climate-controlled environment before installation to prevent damage or warping. Materials must be acclimated to the installation environment per manufacturer specifications.
 - 5. Quality Control Inspections: Regular quality control inspections must be conducted throughout the installation process. Inspections should be documented, and any issues identified must be addressed immediately.
 - 6. Adhesives and Fasteners: Contractor must use manufacturer-approved adhesives and fasteners for the installation of flooring materials. Ensure proper application techniques are used to achieve optimal results.
 - 7. Joint and Seam Treatments: Proper treatment of joints and seams to ensure they are sealed and finished according to manufacturer specifications. Use of appropriate products and techniques to prevent gaps and ensure a smooth finish.
 - 8. Post-Installation Care: Contractor must provide written detailed instructions for post-installation care and maintenance of the flooring. Conduct a final walkthrough with the Purchaser to review care and maintenance procedures.
- C. SCHEDULING INSTALLATION. Schedules will be agreed upon between the Purchaser and the Contractor and will follow the below guidelines at a minimum.

1. If there will be a delay or cancellation in the agreed upon schedule, Contractor must provide notice to the Purchaser two (2) business days in advance. For example, if schedule date is on a Monday, then Contractor must give notice to Purchaser on the Thursday before.
 2. Contractor will report any delivery delay whatsoever to the Purchaser, as well as its cause, within two (2) hours after Contractor is able to reasonably determine there will be a delay; the report will be provided to Purchaser by telephone or e-mail. Contractor will keep Purchaser fully informed and will take all reasonable action in eliminating the cause of delay.
- D. NEWLY INSTALLED PRODUCTS. Purchaser will evaluate the performance of newly installed products for fifteen (15) business days after installation. If the performance is unsatisfactory, the Purchaser will immediately contact the Contractor for corrective action and resolution. Resolution of performance problems may result in:
1. Repair or other action to correct the problem including training or modifications made to the Purchaser's satisfaction; and/or
 2. The replacement of the products with the same brand and model at no additional cost (including delivery and installation) to the Purchaser.
- E. DEFECT AND REWORK RATE.
1. Contractor shall maintain an average defect or punch list rate of less than three percent (3%) per project. Defects may include installation failures, damage during install, missed scope elements, or unacceptable finish quality.
- F. PRODUCT DISPOSAL
1. All existing flooring materials **must** be taken to either a recycling facility that accepts the materials for recycling or a proper disposal facility. Recycling means turning any manufacturer's old flooring materials or components into new materials or other consumer products.
 2. At Purchaser's request, Contractor shall provide proof of reclamation or an explanation of why product couldn't be recycled.
 3. The State reserves the right to request a quarterly report on the amount of materials that were recycled, incinerated, and/or landfilled.
- G. WARRANTY CLAIMS AND RESOLUTION
1. Contractor shall honor all manufacturer and installation warranties per contract terms. Contractor must respond to all valid warranty claims within five (5) business days of notification and shall propose a resolution plan within ten (10) business days.
 2. Contractor shall maintain a low rate of warranty claims attributable to installation error or product defect. High volume of valid claims may result in corrective action, including removal from the contract.
 3. Contractors required to submit annual reporting on warranty claims including date of claim, resolution time, cause of failure, and corrective action taken.

PRICES AND INCLUDED GOODS/SERVICES

The "Materials Only" price shall be applicable exclusively to products that do not necessitate installation. The "Installation" price encompasses both materials and installation. Refer to Exhibit A – Specifications and Scope of Services for the specific inclusions of full-service installation.

All installation projects must meet a minimum project materials value of \$2,500. No installation work shall be scheduled or performed for a project materials value of less than \$2,500. The Parties may discuss and mutually agree to exceptions in writing.

Category 1 – Modular Carpet Tile

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
24" Square (Moderate Use)	Bentley Mills	Himitsu San	6AHS20	\$41.10	\$55.10
24" Square (Moderate Use)	Bentley Mills	Long Story Short	4LOT6	\$34.40	\$48.40
24" Square (Heavy Use)	Bentley Mills	Windfall	6WV2	\$23.10	\$37.10
24" Square (Heavy Use)	Bentley Mills	Redux Deux	6RET4	\$27.70	\$41.70
24" Square (Heavy Use)	Bentley Mills	Pageantry	4PA4	\$27.70	\$41.70
24" Square (Heavy Use)	Bentley Mills	Suitable	4UVT4	\$27.70	\$41.70
24" Square (Heavy Use)	Bentley Mills	Free Day Color	6FDT6	\$29.30	\$43.30
24" Square (Heavy Use)	Bentley Mills	Recruited/Signed UP	6RQT4	\$26.20	\$40.20
24" Square (Heavy Use)	Bentley Mills	Rough Idea Shear WOM	8RN24	\$53.90	\$67.90
24" Square (Heavy Use)	Bentley Mills	Drumline	4DMt4	\$27.70	\$41.70
24" Square (Heavy Use)	Bentley Mills	Camera Ready	6CRT2	\$30.30	\$44.30

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
24" Square (Heavy Use)	Bentley Mills	Now/Then	6ANT22	\$40.90	\$54.90
24" Square (Heavy Use)	Bentley Mills	Chronologies	6ACH23	\$42.00	\$56.00
24" Square (Heavy Use)	Bentley Mills	Lot 45	6AL022	\$42.00	\$56.00
24" Square (Severe Use)	Bentley Mills	Arcade Legend	8ALT4	\$27.70	\$41.70
24" Square (Severe Use)	Bentley Mills	Color Core	4EOT0	\$29.60	\$43.60
24" Square (Severe Use)	Bentley Mills	Course of Action	8RBT5	\$36.90	\$50.90
24" Square (Severe Use)	Bentley Mills	Expo Hall	6AEH20	\$39.50	\$53.50
24" Square (Severe Use)	Bentley Mills	Gallery Hop	6AGH20	\$39.50	\$53.50
24" Square (Severe Use)	Bentley Mills	Pop Up Shop	6APP20	\$38.70	\$52.70
24" Square (Severe Use)	Bentley Mills	Trained Eye	6ATE24	\$42.70	\$56.70
24" Square (Severe Use)	Bentley Mills	Strictly Business	8YB24	\$41.00	\$55.00
24" Square (Severe Use)	Bentley Mills	Outlier	8OU23	\$54.50	\$68.50
24" Square (Severe Use)	Bentley Mills	Victory Lap	6VLV2	\$23.10	\$37.10
24" Square (Severe Use)	Bentley Mills	Lucky Break	6LB2T	\$23.10	\$37.10
24" Square (Severe Use)	Bentley Mills	High Score II	6AHOT4	\$26.20	\$40.20
24" Square (Severe Use)	Bentley Mills	Shapeshifter II	6ASET4	\$26.20	\$40.20
24" Square (Severe Use)	Bentley Mills	Free Day	6AFDT4	\$26.20	\$40.20

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
24" Square (Severe Use)	Bentley Mills	Multiplay II	6AMYT4	\$26.20	\$40.20
24" Square (Severe Use)	Bentley Mills	Coin-Op II	6ACIT6	\$26.20	\$40.20
24" Square (Severe Use)	Bentley Mills	Look Sharp	6ALS20	\$40.20	\$54.20
24" Square (Severe Use)	Bentley Mills	Seeing Things	6AST20	\$40.20	\$54.20
24" Square (Heavy Use)	TAS Contract	Local Legends	TACRO	\$25.00	\$39.00
24" Square (Heavy Use)	Bentley Mills	Backstage II	4BT20	\$41.90	\$55.90
24" Square (Heavy Use)	Bentley Mills	Interlude II	4ID20	\$41.90	\$55.90
24" Square (Moderate Use)	Bentley Mills	Rare Form	6AR32	\$57.30	\$71.30
24" Square (Moderate Use)	Bentley Mills	Love Triangle	6LT320	\$57.30	\$71.30
24" Square (Heavy Use)	Bentley Mills	On the block	4OET7	\$39.60	\$53.60
24" Square (Heavy Use)	Bentley Mills	Serve It Up	4SPT7	\$39.60	\$53.60
24" Square (Heavy Use)	Bentley Mills	From Scratch	4FST7	\$39.60	\$53.60

Category 2 – Broadloom Carpet

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
Rolled Loop (Severe Use)	Bentley Mills	Trained Eye	6ATE24620R	\$30.20	\$44.20

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
Rolled Loop (Severe Use)	Bentley Mills	Shapeshifter II	6ASET4620R	\$23.10	\$37.10
Rolled Loop (Severe Use)	Bentley Mills	Serve It UP	4SPT70620R	\$30.00	\$44.00
Rolled Loop (Severe Use)	Bentley Mills	Pop Up Shop	6APP20620R	\$28.20	\$42.20
Rolled Loop (Severe Use)	Bentley Mills	Free Day	6AFDT4620R	\$22.40	\$36.40
Rolled Loop (Severe Use)	Bentley Mills	Multiplay II	6AMYT4620R	\$23.10	\$37.10
Rolled Loop (Severe Use)	Bentley Mills	Coin-OP II	6ACIT6620R	\$23.10	\$37.10
Rolled Loop (Severe Use)	Bentley Mills	Look Sharp	6ALS20620R	\$28.00	\$42.00
Rolled Loop (Heavy Use)	Bentley Mills	Suitable	4UVT40620R	\$24.70	\$38.70
Rolled Loop (Heavy Use)	Bentley Mills	Pageantry	4PAT40620R	\$23.10	\$37.10
Rolled Loop (Heavy Use)	Bentley Mills	High Score II	6AHOT4620R	\$23.10	\$37.10
Rolled Loop (Heavy Use)	Bentley Mills	Free Day Color	6FDT60620R	\$27.00	\$41.00
Rolled Loop (Heavy Use)	Bentley Mills	Course of Action	8RVT50620R	\$29.40	\$43.40
Rolled Loop (Moderate Use)	Bentley Mills	Himitsu San	6AHS20620R	\$29.70	\$43.70
Rolled Cut Pile (Moderate Use)	Philadelphia Commercial	Speak Out	ASTM E-648	\$22.00	\$36.00
Rolled Cut Pile (Heavy Use)	Philadelphia Commercial	Speak Up	ASTM E-648	\$22.00	\$36.00
Rolled Loop (Heavy Use)	Bentley Mills	Long Story Short	4LOT60620R	\$28.00	\$42.00
Rolled Cut and Loop (Moderate Use)	Bentley Mills	Clear The Air	6CE320620R	\$43.90	\$57.90

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
Rolled Cut and Loop (Moderate Use)	Bentley Mills	Rare Florm	6AR320620R	\$43.90	\$57.90
Rolled Cut and Loop (Severe Use)	Mannington	Poetica	Batten 85119	\$51.00	\$65.00
Rolled Cut and Loop (Heavy Use)	Mannington	Poetica	Batten 85119	\$51.00	\$65.00
Rolled Cut and Loop (Moderate Use)	Bentley Mills	To the Point	6LT320620R	\$43.90	\$57.90
Rolled Cut and Loop (Moderate Use)	Bentley Mills	Love Triangle	6LT3206620R	\$43.90	\$57.90
Rolled Cut Pile (Severe Use)	Bentley Mills	Seeing Things	6AST206620R	\$28.00	\$42.00

Category 3 – Solid Vinyl Tile, Luxury Vinyl Tile, Luxury Vinyl Plank

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
Luxury Vinyl Plank	Bentley Mills	Batiste 5mm	BBSTE	\$5.50	\$8.50
Luxury Vinyl Plank	Bentley Mills	Mood 5mm	BMOOD	\$5.50	\$8.50
Luxury Vinyl Plank	Bentley Mills	Moment 5mm	BMMNT	\$5.50	\$8.50
Luxury Vinyl Plank	Bentley Mills	Memory 5mm	BMMRY	\$5.50	\$8.50
Luxury Vinyl Plank	Bentley Mills	Classic Rock 5mm	BCLAS0136V	\$5.50	\$8.50
Luxury Vinyl Plank	Bentley Mills	Balustrade 5mm	BBALU0136V	\$5.50	\$8.50
Luxury Vinyl Plank	Bentley Mills	Colonnade 5mm	BCOLO0136V	\$5.50	\$8.50
Luxury Vinyl Tile	Armstrong	Natural Creations with Diamond 10 Technology	ARNA(color#)	\$5.20	\$8.20

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
Luxury Vinyl Tile	Armstrong	2.5mm LVT with Diamond 10 Finish	We need know what collection	\$4.60	\$7.60
Luxury Vinyl Tile	Armstrong	Parallel USA 20	AR(color#) 641(plank) 821(tile) *See key	\$3.10	\$6.10
Luxury Vinyl Tile	Armstrong	Excelon SDT	AR519(color #)	\$12.10	\$15.10
Luxury Vinyl Tile	Armstrong	Safety Zone Tile	Safety Zone Tile	\$8.30	\$11.30
Luxury Vinyl Tile	TAS Contract	Levels 2.5	NOLV25(color#)	\$4.30	\$7.30
Luxury Vinyl Tile	TAS Contract	Level 5.0	NOLL5(color #)	\$2.70	\$5.70
Luxury Vinyl Tile	TAS Contract	Cruiser	Dropping CTLV02(color#)	\$1.50	\$4.50
Luxury Vinyl Tile	TAS Contract	SpecMaster 5.0	Dropping CTLV04(color#)	\$2.50	\$5.50
Solid Vinyl Tile	Armstrong	Excelon Imperial Texture	Excelon	\$2.70	\$5.70

Category 4 – Heterogeneous Sheet Vinyl, Homogeneous Sheet Vinyl, Linoleum Sheet

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
Sheet Linoleum	Tarkett	Sheet Linoleum	TK Collection	\$51.00	\$73.00
Homogeneous Sheet Vinyl	Polyflor	Classic Mystique	PF	\$37.00	\$59.00

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
Homogeneous Sheet Vinyl	Polyflor	Standard	Pfstandard(color#)FR(full roll) HR (half roll)	\$70.00	\$92.00
Homogeneous Sheet Vinyl	Polyflor	Apex 55	PF(color#)FR3MM	\$86.00	\$108.00
Heterogeneous Sheet Vinyl	Armstrong	.080 thick .55 Wearlayer	Nidra	\$46.00	\$68.00

Category 5 – Rubber Flooring

MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	MATERIALS ONLY PRICE	INSTALLATION AND MATERIALS PRICE
Flexco	EnviroFlex Tile / Roll	Titanium 442	\$13.30	\$17.30
Tarkett	Mesto	MHO	\$10.00	\$14.00

Category 6 – Other Specialty Flooring

In the event that any individual charges listed in this section conflict with or duplicate the scope of work and pricing already included under the Full-Service Installation, the terms and pricing of the Full-Service Installation shall prevail. Any such conflicting or duplicative charges shall be deemed non-binding and will not be considered valid or payable under this agreement.

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Bentley Mills	Pressure Sensitive Adhesive (Cpt +LVT)	HB2399		see other	\$186.00
Other Flooring	Bentley Mills	General Purpose adhesive (B/L)	HB1000		see other	\$77.00
Other Flooring	Bentley Mills	Cut fee for broadloom under 125sy	B/L Cut Fee		\$ 4.60	Add \$4.6sy

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Bentley Mills	Lux Felt attached cushion	LUXFLT		\$ 7.00	Add \$7sy
Other Flooring	Bentley Mills	LVT Freight	LVTFRT		see other	\$150 min/\$0.46sf
Other Flooring	Bentley Mills	Carpet Tile: 0-5% overage applies	OVERAGE		see other	0-5% applies
Other Flooring	Bentley Mills	Carpet tile minimum: 50sy	Minimums		see other	50sy min+ overage
Other Flooring	Bentley Mills	Broadloom minimum: 5sy	Minimums		see other	5sy. See cut fee
Other Flooring	Bentley Mills	Broadloom attached cushion	Easy Street		\$ 8.60	125sy min/5% ovg
Other Flooring	Bentley Mills	Broadloom attached cushion	Prestige Plus		\$ 11.40	125sy min/5% ovg
Other Flooring	Bentley Mills	Broadloom moisture barrier	Optimum Barrier		\$ 5.40	125sy min/5% ovg
Other Flooring	Bentley Mills	Adhesive Tabs	FixxTabs		see other	\$177 per box/500
Other Flooring	Bentley Mills	Broadloom Seam Sealer	SSLR		see other	\$31.00
Other Flooring	Uzin	Self Leveling	NC-110	Each	\$70.85	
Other Flooring	Uzin	Self Leveling	NC-150	Each	\$48.42	
Other Flooring	Uzin	Self Leveling	NC-157	Each	\$44.52	
Other Flooring	Uzin	Self Leveling	NC-170	Each	\$67.88	
Other Flooring	Uzin	Self Leveling	NC-172	Each	\$89.03	
Other Flooring	Uzin	Self Leveling Primer/Moisture reduction	PE-414	Each	\$425.03	
Other Flooring	Uzin	Self Leveling Primer/Moisture reduction	PE-460	Each	\$503.49	

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Uzin	Floor Primer/Moisture reduction	33155 accelerator	Each	\$34.15	
Other Flooring	Uzin	Membranes	RR-201	Each	\$438.83	
Other Flooring	Uzin	Membranes	RR-203	Each	\$14.88	
Other Flooring	Uzin	Membranes	RR-185	Each	\$1,819.31	
Other Flooring	Uzin	Patch	NC-888	Each	\$27.52	
Other Flooring	Uzin	Patch	NC-886	Each	\$23.83	
Other Flooring	Uzin	Patch	NC-182	Each	\$35.02	
Other Flooring	Uzin	Adhesive	KE-2000S	Each	\$59.12	
Other Flooring	Uzin	Adhesive	KE-2000S	Each	\$166.32	
Other Flooring	Uzin	Adhesive	KE-66	Each	\$190.15	
Other Flooring	Uzin	Crack Repair	KR-518	Each	\$70.11	
Other Flooring	Uzin	Setting Mortar	CX-20 gray	Each	\$23.14	
Other Flooring	Uzin	Setting Mortar	CX-20 white	Each	\$28.66	
Other Flooring	Uzin	Setting Mortar	CX-30 gray	Each	\$37.18	
Other Flooring	Uzin	Setting Mortar	CX-30 white	Each	\$41.09	
Other Flooring	Uzin	Setting Mortar	CX-33 gray	Each	\$33.26	
Other Flooring	Uzin	Setting Mortar	CX-33 white	Each	\$33.26	

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Uzin	Ceramic Waterproofing	HS-100	Each	\$71.08	
Other Flooring	Uzin	Ceramic Waterproofing	HS-100	Each	\$147.95	
Other Flooring	Uzin	Ceramic Waterproofing	HS-100	Each	\$67.12	
Other Flooring	Uzin	Ceramic Waterproofing	HS-100	Each	\$142.05	
Other Flooring	Armstrong	VCT Adhesive 1 Gallon	ARS5151	Each	\$ 40.00	
Other Flooring	Armstrong	VCT Adhesive 4 Gallon	ARS5154	Each	\$ 135.00	
Other Flooring	Armstrong	SDT Adhesive 1 Gallon	ARS2021	Each	\$ 305.00	
Other Flooring	Armstrong	SDT Adhesive 4 Gallon	ARS2024	Each	\$ 700.00	
Other Flooring	Armstrong	Commercial LVT Adhesive 1 Gallon	ARS9951	Each	\$ 142.00	
Other Flooring	Armstrong	Commercial LVT Adhesive 4 Gallon	ARS9954	Each	\$ 428.00	
Other Flooring	Ardex	FEATHER FINISH GRAY	AXFFG10	10 lb bag	\$ 36.05	
Other Flooring	Ardex	FEATHER FINISH LITE	AXXFG10	10 lb bag	\$ 30.14	
Other Flooring	Ardex	EP 2000 SUB PREP EXPOXY	AXEP2000 10	10 lb	\$ 332.52	
Other Flooring	Ardex	DUSTFREE BARREL ATTACHMENT	AXDUSTFR EE	N/A	\$ 188.68	
Other Flooring	Ardex	ARDIFIX CRACK/JOINT REPAIR	AXARDIFIX 21OZ	21 oz	\$ 96.37	
Other Flooring	Ardex	K-10	AXK1050	50 lb bag	\$ 62.42	
Other Flooring	Ardex	K-13	AXK1350	50 lb bag	\$ 73.80	

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Ardex	K-15	AXK1555	55 lb bag	\$ 114.38	
Other Flooring	Ardex	K-22	AXK22F50	50 lb bag	\$ 83.74	
Other Flooring	Ardex	K-301	AXK30150	50 lb bag	\$ 124.14	
Other Flooring	Ardex	K-520	AXK52050	50 lb bag	\$ 73.72	
Other Flooring	Ardex	K-521	AXK52150	50 lb bag	\$ 88.46	
Other Flooring	Ardex	K-523	AXK52350	50 lb bag	\$ 88.46	
Other Flooring	Ardex	K-60 ARDITEX LIQUID	AXK601	1 gallon	\$ 36.37	
Other Flooring	Ardex	K-60 ARDITEX POWER	AXK6035	35 lb bag	\$ 72.97	
Other Flooring	Ardex	MC RAPID SYSTEM	AXMCRAPID22	22 LB bag	\$ 584.80	
Other Flooring	Ardex	MRF SKIMCOAT	AXMRF10	10 lb	\$ 32.00	
Other Flooring	Ardex	PC-T SELF LEVEL TOPPING	AXPCTG50	50 lb bag	\$ 126.48	
Other Flooring	Ardex	PREMIXED RAPID PRIMER	AXP435	3.5 gallon	\$ 239.14	
Other Flooring	Ardex	PREMIXED RAPID PRIMER	AXP41	1 gallon	\$ 83.82	
Other Flooring	Ardex	P-51 PRIMER	AXP511	1 gallon	\$ 114.09	
Other Flooring	Ardex	P-51 PRIMER	AXP514	4 gallon	\$ 454.23	
Other Flooring	Ardex	P-82 ULTRA PRIME	AXP821	1 gallon	\$ 154.23	
Other Flooring	Ardex	SD-M DESIGN FLOOR FINISH	AXSDMG10	10 lb bag	\$ 64.55	

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Ardex	SD-P PATCH	AXSDP40	40 lb bag	\$ 64.58	
Other Flooring	Ardex	SELF LEVERLLING TOOL KIT	AXTOOLKIT	N/A	\$ 667.31	
Other Flooring	Ardex	B40 TRENCH REPAIR MORTAR	AXB4050	50 lb bag	\$ 64.35	
Other Flooring	Ardex	vb 100 MOISTURE VAPOR BARRIER	AXVB1005	5 gallon	\$ 1,109.57	
Other Flooring	Ardex	V-1000 SELF LEVELER	AXV100050	50 lb bag	\$ 43.72	
Other Flooring	Ardex	V-1200 SELF LEVERLER	AXV120050	50 lb bag	\$ 55.23	
Other Flooring	HENRY	OUTDOOR CARPET ADHESIVE	HE2631	1 GALLON	\$58.35	
Other Flooring	HENRY	OUTDOOR CARPET ADHESIVE	HE26335	3.5 GALLON	\$198.60	
Other Flooring	HENRY	FAST GRAB COARPET ADHESIVE	HE3514	4 GALLON	\$94.38	
Other Flooring	HENRY	PREMIUM MULTIPURPOSE	HE356C1	1 GALLON	\$37.62	
Other Flooring	HENRY	PREMIUM MULTIPURPOSE	HE356C4	4 GALLON	\$128.08	
Other Flooring	HENRY	PREMIUM CLEAR THIN SPREAD	HE4301	1 GALLON	\$32.98	
Other Flooring	HENRY	PREMIUM CLEAR THIN SPREAD	HE4304	4 GALLON	\$83.66	
Other Flooring	HENRY	PREMIUM COVE BASE ADHESIVE - BEIGE	HE44030	30 OZ. TUBE	\$8.68	
Other Flooring	HENRY	PREMIUM COVE BASE ADHESIVE - BEIGE	HE4404	4 GALLON	\$107.32	
Other Flooring	HENRY	PRESSURE SENSITIVE	HE6301	1 GALLON	\$74.88	
Other Flooring	HENRY	PRESSURE SENSITIVE	HE6304	4 GALLON	\$192.52	

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	HENRY	FAST - ROLL APPLIED VINYL ADHESIVE	HE6471	1 GALLON	\$80.69	
Other Flooring	HENRY	FAST - ROLL APPLIED VINYL ADHESIVE	HE6474	4 GALLON	\$273.89	
Other Flooring	HENRY	TRANSITIONAL PRESSURE SENSITIVE	HE650R1	1 GALLON	\$72.91	
Other Flooring	HENRY	TRANSITIONAL PRESSURE SENSITIVE	HE650R4	4 GALLON	\$180.74	
Other Flooring	HENRY	OUTDOOR CARPET ADH. LATEX	HE6631	1 GALLON	\$41.42	
Other Flooring	HENRY	OUTDOOR CARPET ADH. LATEX	HE6634	4 GALLON	\$149.14	
Other Flooring	HENRY	HIGH RH VINYL FLOOR ADHESIVE	HE6951	1 gallon	\$53.97	
Other Flooring	HENRY	HIGH RH VINYL FLOOR ADHESIVE	HE6954	4 GALLON	\$189.09	
Other Flooring	Mats Inc.	Super Nop 52- Roll Goods- Std.	Super Nop 52- Std	sq. yd.	\$43.06	
Other Flooring	Mats Inc.	Super Nop 52- Roll Goods- LOGO	<u>Super Nop 52- LOGO</u>	sq. yd.	\$53.72	
Other Flooring	Mats Inc.	Super Nop 52- Tile- Std.	<u>Super Nop 52 Tile- Std</u>	sq. ft.	\$10.29	
Other Flooring	Kempf	Tire Tile	Tire Tile	sq. ft.	\$12.26	
Other Flooring	Henry	Super Nop Roll Goods Adhesive Indoor 1 Gallon	HE356C1	Each	\$37.62	
Other Flooring	Henry	Super Nop Roll Goods Adhesive Indoor 4 Gallon	HE356C4	Each	\$128.08	
Other Flooring	Henry	Super Nop Roll Goods Adhesive Outdoor 1 Gallon	HE2631	Each	\$58.35	
Other Flooring	Henry	Super Nop Roll Goods Adhesive Outdoor 3.5 Gallon	HE26335	Each	\$198.60	

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Henry	Super Nop Tile Adhesive 1 Gallon	HE6301	Each	\$74.88	
Other Flooring	Henry	Super Nop Tile Adhesive 4 Gallon	HE65304	Each	\$192.52	
Other Flooring	Durable	Tire Tile Adhesive	AAT-390	Each	\$111.43	
Other Flooring	Purline	Weld Rod (1025 LF)	https://en.wineo.de/products/purline-organic-flooring/#collections	sq. ft.	\$136.00	
Other Flooring	Purline	Adhesive Tape (242 SF/Roll)	https://en.wineo.de/products/purline-organic-flooring/#collections	sq. ft.	\$690.00	
Other Flooring	Roppe	Rubber Wall Base 4"	700 series	LF	\$1.34	
Other Flooring	Roppe	Rubber Wall Base 4"	Pinnacle series	LF	\$1.66	
Other Flooring	Roppe	Rubber Wall Base 6"	700 series	Lf	\$2.11	
Other Flooring	Roppe	Rubber Wall Base 6"	Pinnacle series	Lf	\$2.52	
Other Flooring	Roppe	Base Corners	4 Inch	EA	\$3.77	
Other Flooring	Roppe	Base Corners	4 Inch	EA	\$3.74	
Other Flooring	Roppe	Base Corners	6 Inch	EA	\$4.35	
Other Flooring	Roppe	Base Corners	6 Inch	EA	\$4.62	

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Roppe	Stair Treads	Style # 92	LF	\$23.23	
Other Flooring	Roppe	Stair Treads	Style # 96	LF	\$31.28	
Other Flooring	Roppe	Stair Treads	Style # 94	LF	\$24.40	
Other Flooring	Roppe	Stair Treads	Style # 98	LF	\$24.40	
Other Flooring	Roppe	Stair Treads	Style # 93	LF	\$24.40	
Other Flooring	Roppe	Stair Treads	Rubber Riser	LF	\$7.35	
Other Flooring	Roppe	Rubber Tile	Style # 992	SF	\$12.75	
Other Flooring	Roppe	Rubber Tile	Style # 996	SF	\$13.26	
Other Flooring	Roppe	Rubber Tile	Style # 994	SF	\$13.26	
Other Flooring	Roppe	Rubber Tile	Style # 993	SF	\$13.26	
Other Flooring	Roppe	Rubber Tile	Envire Rubber Tile 24 x 24	SF	\$13.75	
Other Flooring	Roppe	Rubber Rolls	Envire Rubber Roll 6' x 50'	SF	\$13.75	
Other Flooring	Roppe	Rubber Rolls	Envire Weld Rod 200 lf per a roll	Each	\$91.60	
Other Flooring	Roppe	Reducers	Tile Carpet	Each	\$23.38	

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Roppe	Reducers	Tile Carpet	Each	\$20.54	
Other Flooring	Roppe	Sport Floor	Shock Guard	Sq Yd	\$78.62	
Other Flooring	Roppe	Adhesives	Base Adhesive 30 oz	Each	\$11.12	
Other Flooring	Roppe	Adhesives	Tread & Tile Adhesive 1 Gallon	Each	\$70.55	
Other Flooring	Roppe	Adhesives	Tread & Tile Adhesive 4 Gallon	Each	\$255.78	
Other Flooring	Roppe	Adhesives	Nose Filler	Each	\$65.34	
Other Flooring	Tarkett Spts/Fieldturf	Omnisports Multi-Use 6.2mm	Omnisports Multi-Use 6.2mm	sq. ft.	\$10.91	
Other Flooring	Ecore	TeamPlay 6mm 1056 SF Minimum	TeamPlay 6mm 1056 SF Minimum	sq. ft.	\$14.62	
Other Flooring	Ecore	TeamPlay 8mm 1056 SF Minimum	TeamPlay 8mm 1056 SF Minimum	sq. ft.	\$21.38	
Other Flooring	Ecore	TeamPlay 10mm 1056 SF Minimum	TeamPlay 10mm 1056 SF Minimum	sq. ft.	\$18.46	
Other Flooring	Ecore	TruCourt 6mm 1056 SF Minimum	TruCourt 6mm 1056 SF Minimum	sq. ft.	\$12.06	

EXHIBIT B

PRODUCT TYPE	MANUFACTURER	PRODUCT DESCRIPTION	PRODUCT NUMBER	UNIT OF MEASURE	"MATERIALS ONLY" PRICE (PER SQ. YARD)	OTHER
Other Flooring	Ecore	TruCourt 8mm 1056 SF Minimum	TruCourt 8mm 1056 SF Minimum	sq. ft.	\$13.45	
Other Flooring	Ecore	TruCourt 10mm 1056 SF Minimum	TruCourt 10mm 1056 SF Minimum	sq. ft.	\$16.15	
Other Flooring	Tarkett Sprts/Fieldturf	Multi-Set 4 Gallon		Each	\$375.63	
Other Flooring	Tarkett Sprts/Fieldturf	Multi-Poxy 1 Gallon		Each	\$147.52	
Other Flooring	Tarkett Sprts/Fieldturf	Multi-Poxy 4 Gallon		Each	\$858.66	
Other Flooring	Ecore	E-Grip III 4 Gallon		Each	\$398.97	

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

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. 08425 –
Flooring and Installation Services**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor 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 * * *

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.

Contractor Name	Address	City	State	Zip	TIN	Scope
Legacy Commercial Floor Covering LLC.	1200 S 45th Ave	West Richland	WA	99353	47-3226721	Flooring Installation

08425_StatewideContract_BoardsBuddies

Final Audit Report

2026-04-10

Created:	2026-04-10
By:	Kara Wells (kara.wells@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaiCMbmM1Ec_qM1GeWaZjqpy2d0UHnBnm

"08425_StatewideContract_BoardsBuddies" History

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