

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

FLOOR COVERING AND INSTALLATION

Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MA2281

Milliken and Company
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: 03916

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") 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 Milliken and Company, a Delaware corporation ("Contractor") and is dated and effective as of January 9, 2018.

1. **SCOPE:** This Participating Addendum covers Floorcovering & Related Services led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
2. **TERM:** The term of this Participating Addendum shall be sixty (40) months ending December 15, 2020; provided, however, that, in the event the Master Agreement terminates earlier this Participating Addendum also shall terminate at such time.
3. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):
 - 3.1. WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.
 - 3.2. MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;

- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

4. EXHIBITS CONTAINED HEREIN: Exhibits included with this Participating Addendum include:

- **Exhibit A:** Carpet Pricing
- **Exhibit B:** Hard Floor Pricing
- **Exhibit C:** Authorized Dealers and Installation Pricing

5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

5.1. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at <https://fortress.wa.gov/ga/webcust/home.html>. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

5.2. **WASHINGTON’S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

5.3. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

5.3.1. **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.

5.3.2. **DATA.** Each sales report must identify every authorized Purchasing Entity 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 Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

5.3.3. **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

5.4. **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).

5.4.1. 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 1.5.

5.4.2. The VMF must be rolled into Contractor’s current pricing. The VMF shall not be included as an adjustment to Contractor’s NASPO ValuePoint Master Agreement Pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

5.4.3. Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 03916
- The NASPO Master Agreement No.: MA2281
- The year and quarter for which the VMF is being remitted, and
- Contractor’s name as set forth in this Contract, if not already included on the face of the check.

5.4.4. Contractor’s failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

5.4.5. Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

5.4.6. For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

5.5. **PRICING:** Contractor’s stated prices on the NASPO ValuePoint website shall be the pricing approved and agreed to by Participating State signing this Participating Addendum. Authorized products and pricing through this participating Addendum are listed in Exhibit A & Exhibit B.

5.6. **PRODUCT CERTIFICATION AND SUSTAINABILITY:** The State of Washington is concerned to limit the impacts of carpet purchases on human health and the environment. Carpet is a high greenhouse gas emitting product because most of the components are made from petroleum products. Many carpet products contain toxic materials that are persistent and bio accumulative in the environment. Finally, carpet is frequently landfilled at the end of life, which represents a significant waste of recoverable resources. To lessen the human health and environmental impacts of carpet products, the State of Washington requires manufacturers to limit their product lines to items that meet the following:

- Certified to the NSF/ANSI 140, Sustainability Assessment for Carpet Standard at the Platinum level, Gold level, or registered in the Cradle to Cradle Certified Products Registry.
 - Contains carpet fiber and facing that is PVC free.
- 5.7. **REQUIRED SUBMITTALS:** The State of Washington also requires contractor to provide the following submittals to be returned with the Participating Addendum:
- A formal letter of declaration concerning the use of per and poly-fluorinated alky substances (PFAS, formerly known as PFCs) for stain, water and grease resistance, per carpet line used. The CAS # for each substance added or applied must be included.
 - A formal letter of declaration disclosing the use of any anti-microbial compounds, per carpet line offered. The CAS #s for each substance used or applied must be included.
 - Verification that the contractor operates a take-back program for recycling used carpet.
- 5.8. **PRODUCTS:** Contractor's products may be restricted based on product certification and sustainability thru the term of this Participating Addendum.
- 5.9. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.
- 5.10. **PURCHASE ORDERS:** To utilize the NASPO ValuePoint Master Agreement, each order must include the following information and be submitted to an authorized dealer for Contractor:
- Order is subject to NASPO ValuePoint Master Agreement No. MA2283 and Washington Master Contract No. 03916
 - Purchaser's Name, Address, Telephone number
 - Purchase order amount.
- 5.11. **PREVAILING WAGE:** For projects that apply, The Department of Labor and Industries will publish prevailing wage rates on the first business day of February and August of each year. The wage rates will become effective thirty (30) days following publication. For all Contracts, the prevailing wage rates which are in effect on the Contract start date or on the effective date of any extension of the Contract are the wage rates that must be paid for the duration of the Contract where applicable. The appropriate labor classifications and prevailing wage rates can be found on the Department of Labor and Industries website . Questions should be directed to the Industrial Statistician, Department of Labor and Industries, Employment Standards Division, PO Box 44540, Tumwater, WA 98504-4540 (Telephone (360) 902-5335).
- 5.12. **AUTHORIZED DEALERS AND CONTACT INFORMATION:** Contractor shall provide the Floorcovering and Installation Authorized Dealers and Pricing to Purchasing Entities through the Authorized

Dealers listed in **Exhibit C** ('Contractor's Local Dealer Network'). Contractor shall cooperate with Enterprise Services and NASPO to add such authorized dealers to the Contractor website. Each such authorized dealer is approved to accept orders, subject to the terms and conditions of the Master Agreement and this Participating Addendum. In the event of any disputes between an authorized dealer and a Purchasing Entity, Contractor shall investigate, consult with Participating State and the Purchasing Entity as appropriate, and shall use commercially reasonable efforts to resolve the dispute. In the event the dispute cannot be resolved satisfactorily, Enterprise Services reserves the right to remove the authorized dealer from further work pursuant to this Participating Addendum. Notwithstanding any provision to the contrary, Contractor is responsible to report sales and pay the vendor management fee, timely, and shall ensure that its authorized dealers enable it to do so. Any authorized dealer receiving payment for services under the Master Agreement, pursuant to this Participating Addendum, is required to register with the Statewide Payee Desk (see Section 5.2 above).

6. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
Milliken and Company 920 Milliken Road, Spartanburg, SC 29034	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Tamlin Antoine Tel: 202-480-6461 Email: Tamlin.Antoine@milliken.com	Attn: Clayton Long Tel: (360) 407-8508 Email: clayton.long@des.wa.gov

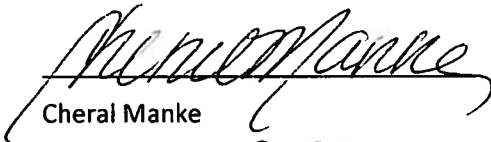
7. **SUBCONTRACTORS:** All Contractor's Distributors authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and can be removed and add at the sole discretion of the Participating State.
8. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.
9. **GENERAL:**
- 9.1. **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

- 9.2. AUTHORITY. Each party to this Participating Addendum, 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 Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 9.3. ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- 9.4. COUNTERPARTS. This Participating Addendum may be executed in one or more 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 Participating Addendum 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 Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:


Cheral Manke

Its:



MILLIKEN AND COMPANY
A DELAWARE CORPORATION

By:



Its: Director, Strategic Accounts

**EXHIBIT A
MILLIKEN CARPET PRICING**

NO CARPET OFFERING AT THIS TIME

**EXHIBIT B
MILLIKEN AUTHORIZED HARD SURFACE
PRICING**



**EXHIBIT C
MILLIKEN AUTHORIZED DEALERS
AND
INSTALLATION PRICE**



Milliken_Co_Washing
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