State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	05616
State of Washington Department of Corrections Correctional Industries 801 88th Ave. SE Tumwater, WA 98501	Amendment No.:	4
	Effective Date:	April 15, 2023

FOURTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 05616
CORRECTIONAL INDUSTRIES FURNITURE

This Fourth Amendment ("Amendment") to Contract No. 05616 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 ("State") and Department of Corrections, Correctional Industries, a Washington State governmental agency ("State") and is dated as of April 15th, 2023.

R E C I T A L S

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05616 for Correctional Industries Furniture dated effective as of January 1, 2017 ("Contract").

B. The Parties previously amended the Contract three (3) times.

- April 1st, 2017 to amend the VMF fee,
- October 15, 2017 to alter the product warranty language,
- November 15, 2022 to amend the option of a discount for large orders.

C. The amendment set forth herein is within the scope of the Contract.

D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. Exhibits A and B of the Contract are hereby deleted and replaced in their entirety with Exhibits A and B of this Amendment respectively.

2. DELIVERY REQUIREMENTS. Section 5.2(b) is hereby deleted in its entirety with the following inserted in its place:

   Vendor shall ship all goods and provide services purchased pursuant to this Contract, freight charges prepaid by Vendor, FOB Purchaser's specified destination with all transportation and handling charges billable as per Exhibit B – Delivery, Installation, & Special Provisions. For purchasers outside of Washington State, delivery is FOB origination Tumwater, WA. Vendor 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.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

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

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

7. COUNTERPARTS. This Amendment 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 Amendment 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 Amendment.

Storage fee: CI reserves the right to impose a storage fee on orders that, by customer's request, are held at a CI facility beyond 30 days after customer's due date. The storage rate will be calculated at $0.55 per square foot of warehouse space that the order is occupying. Purchaser will be provided a quote for the cost of storage with the notification of the imposed storage effective date.

INSTALLATION

As an optional service to Purchasers, CI will provide delivery and installation of its products. Purchasers shall identify their installation request in writing on original or change order. This service shall include receipt, inspection, delivery, unpacking, installation (which includes coordination through project completion, including project managers), and proper disposal of packaging. Receipt will be at CI's warehouse or at Purchaser's installation site, at the option of Purchaser and concurrence of CI. CI will handle freight claims.

Installation shall be performed in a professional manner and in accordance with the furniture and installation plan mutually agreed upon. Modifications by the customer to the layout at the time of install may result in additional charges. The premises shall be left in a clean and safe condition. Enterprise Services reserves the right to require CI to repair any damage for negligent installation or provide full compensation as determined by Purchaser. CI will also be responsible for any other damage to Purchaser's property due to negligence on the part of CI's laborers.

Prior to delivery/installation, Purchaser will clear designated area for the placement/installation of CI products. Purchaser's IT staff should be onsite to remove and reinstall all IT components.

CI will provide and perform installation service under the direction of a Purchaser representative. Written confirmation that the installation was satisfactorily completed will be required from Purchaser to CI with comments to Procurement Coordinator as deemed necessary by Purchaser and/or CI.

When installation is requested by Purchaser, all products to be installed shall be delivered all at once (excluding pre-planned phased installations), including all hardware. Delivery of products for installation is CI's responsibility. Freestanding components (chairs, file cabinets, desks, etc.) will not be subject to installation charges, but subject to inside delivery. Installation shall begin simultaneously with delivery of products that are subject to installation, unless otherwise requested by Purchaser. If installation does not occur as scheduled with Purchaser, the late penalties clause will apply (penalties to begin the first day of non-installation).

Installation will not include electrical power connections which require a licensed electrician to perform the work. Purchaser may hire a separate contractor to do the electrical connections consistent with prevailing wage laws.

Purchaser reserves the right to install items with its own personnel or other third party(ies). Purchaser shall first receive prior approval from CI before using an outside third party for installation. CI shall provide detailed installation instructions. Improper installation by others shall void manufacturer's warranty.

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	05616
Washington State Correctional Industries P.O. Box 41115 Olympia, WA 98504-1115	Amendment No.:	1
	Effective Date:	April 1, 2017

FIRST AMENDMENT
TO
CONTRACT NO. 05616
CORRECTIONAL INDUSTRIES FURNITURE

This First Amendment ("Amendment") to Contract No. 05616 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 ("State") and Correctional Industries (CI), a Washington State governmental agency ("Contractor") and is effective as of April 1, 2017.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05616 dated effective as of January 1, 2017 ("Contract").

B. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.

C. The amendment set forth herein is within the scope of the Contract.

D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. VENDOR MANAGEMENT FEE. Section 8.2 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

   Section 8.2 - VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all 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 .0150.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on 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 this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.

(e) Contract sales for Washington State Department of Corrections (DOC) are hereby excluded from VMF calculations.

(f) Enterprise Services reserves the right, upon thirty (30) days' advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

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

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment 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 Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

WASHINGTON STATE CORRECTIONAL INDUSTRIES
A WASHINGTON STATE GOVERNMENTAL AGENCY

By: _____
Name: John R. Nispel
Title: Contracts Administrator
Date: 5/4/17

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____
Name: Brent Duncan
Title: Procurement Supervisor
Date: 5/8/17