State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Deloitte Consulting LLP 821 Second Avenue, Suite 200 Seattle, Washington 98104

# FIRST AMENDMENT TO CONTRACT NO. 01620 BUSINESS CONSULTING SERVICES

This First Amendment ("Amendment") to Contract No. 01620 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 Deloitte Consulting LLP, a limited liability partnership ("Contractor") and is dated as of May 1, 2022.

## **RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01620 for Business Consulting Services dated effective as of March 1, 2022 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. 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 follows:

1. INCLUDED BUSINESS CONSULTING SERVICES. Exhibit A – Included Business Consulting Services of the Contract is hereby amended by deleting the following:

The second sentence from "Requirements for All Categories", Number 8

The second sentence from "Requirements for All Categories", Number 9

The language: "(exclusive of information technology projects)" from Category Management and Business Analysis, Services for Program Development

- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 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 NO. 01620 - AMENDMENT NO. 1

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.

DELOITTE CONSULTING LLP,	
A LIMITED LIABILITY DADTNEDCHIE	,

Principal

Title:

Ву:

Name: Rakesh Duttagupta

Date: 4/26/22

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Alexander Kenesson\_\_\_\_

Name: Alexander Kenesson

Title: <u>Procurement Supervisor</u>

Date: 04/26/2022\_\_\_\_\_

State of Washington Contracts & Procurement Division	CONTRACT AMENDMENT	
Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	01620
Deloitte Consulting LLP	Amendment No.:	2
821 Second Avenue, Suite 200 Seattle, Washington 98104	Effective Date:	2/23/2023

# SECOND AMENDMENT TO STATEWIDE CONTRACT NO. 01620

# **BUSINESS CONSULTING SERVICES**

This Second Amendment ("Amendment") to Contract No. 01620 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 Deloitte Consulting LLP, a Washington Corporation ("Contractor") and is dated as of February 23, 2023.

#### RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01620 for Business Consulting Services dated effective as of March 1, 2022 ("Contract").
- B. The Parties previously amended the Contract one (1) time
  - a. Amendment 1, effective May 1, 2022. Exhibit A Included Business Consulting Services, Contract Description and Scope, Requirements Section is hereby amended by deleting the following:
    - i. The second sentence from subsection number 8.
    - ii. The second sentence from subsection number 9.
- 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. ECONOMIC ADJUSTMENT. Exhibit B Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B Prices for Services to increase by 18.8% from the previous set price.
- 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. 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.
- 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.

DELOITTE CONSULTING LLP		STATE OF WASHINGTON
A WASHINGTON CORPORATION		DEPARTMENT OF ENTERPRISE SERVICES
By:	In South	By: Bangs
Dy.		Ву.
Name:	Rakesh Duttagupta	Name: Julia Bang
Title:	Principal	Title: Contract Specialist
Date:	3/24/2023	Date: 3/27/2023

# **Exhibit B**

# **PRICES FOR SERVICES**

Category	Not to Exceed Rate
Organizational Development	\$243.54 per hour
Change Management	\$243.54 per hour
Management and Business Analysis	\$243.54 per hour
Authorized Travel Costs	\$243.54 per hour
(for labor only, See Section 5.4)	