

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	01920
3D Systems LLC PO Box 111 Littlerock, WA 98556	Amendment No.:	1
	Effective Date:	March 31, 2023

**FIRST AMENDMENT  
TO  
STATEWIDE CONTRACT NO. 01920**

**OFFICE RELOCATIONS**

This first Amendment (“Amendment”) to Contract No. 01920 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 3d Systems LLC., a Washington State Limited Liability Company (“Contractor”) and is dated as of March 31, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01920 for office relocation services dated effective as of March 31, 2021 (“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.

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. **PRICING.** The Master Contract pricing for the services is hereby amended by deleting the existing Exhibit B – Prices in its entirety and inserting the attached Exhibit B – Prices March 31, 2023. As of the effective date of this Amendment, any reference to Exhibit B – Prices shall be deemed to be a reference to the attached Exhibit B – Prices March 31, 2023. The prices reflect a 17.8% increase to the price sheet at the time of contract execution.
2. **SECTION 3.3 ECONOMIC ADJUSTMENT.** This section is amended in its entirety to read:

The Contract Prices set forth herein are firm and fixed for two (2) years from the effective date of this Master Contract. Beginning twenty-four (24) months after the effective date of this Master Contract and for every biennial anniversary thereafter, Contractor may request a biennial price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Master 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 Commercial and Other Goods Moving Services Item Code PCU48421048421022 for Used household and office goods moving. The percentage difference between the most recent 12 months of PPI data will be compared against the 12 months of PPI data prior to that to determine the maximum allowable adjustment of contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:


New Price = Old Price x (Current Period Index/Base Period Index).

This Master 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.

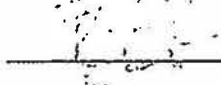
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior 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.

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

**3D SYSTEMS LLC**  
A WASHINGTON STATE LIMITED LIABILITY CO.

By:   
Name: Peter Draz  
Title: Member  
Date: 4/3/23

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: 4/3/2023

CATEGORY A - RELOCATION SERVICES	PERMANENT EMPLOYEE LABOR HOURLY RATES (During Business Hours)					PERMANENT EMPLOYEE LABOR HOURLY RATES (After-Hours/Weekends)					TRUCK HOURLY RATES (not including driver)		TRUCK OVERNIGHT STORAGE		PREVAILING WAGE LABOR RATES	
	Helper (Mover) Hourly Rate	Packer Hourly Rate	Furniture Technician Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Helper (Mover) Hourly Rate	Packer Hourly Rate	Furniture Technician Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Medium Capacity Truck Hourly Rate	Large Capacity Truck Hourly Rate	Medium Capacity Truck 24 hr. Rate	Large Capacity Truck 24 hr. Rate	Carpenter Previiling Wage Percent Markup	Electrician Previiling Wage Percent Markup
REGION																
Region #1 -Eastern (Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman)	\$56.54	\$43.59	\$61.26	\$63.61	\$43.59	\$62.43	\$43.59	\$68.32	\$70.68	\$49.48	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #2 - North Central (Okanogan, Chelan, Douglas, Kittitas, Grant)	\$56.54	\$43.59	\$61.26	\$63.61	\$43.59	\$62.43	\$43.59	\$68.32	\$70.68	\$49.48	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #3 - Northwest (Pierce, King, San Juan, Skagit, Snohomish, Whatcom, Island counties)	\$47.12	\$34.16	\$51.83	\$54.19	\$36.52	\$53.01	\$34.16	\$57.72	\$60.08	\$42.41	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #4 - Olympic (Kitsap, Clallam, Jefferson, Grays Harbor, Mason)	\$45.94	\$31.81	\$49.48	\$51.83	\$37.70	\$51.83	\$31.81	\$55.37	\$57.72	\$43.59	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #5 - South Central (Yakima, Klickitat, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin)	\$44.76	\$31.81	\$49.48	\$51.83	\$37.70	\$43.00	\$31.81	\$55.37	\$57.72	\$43.59	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #6 - Southwest (Thurston, Lewis, Pacific, Wahkiakum, Cowlitz, Clark, Skamania)	\$44.76	\$31.81	\$49.48	\$51.83	\$37.70	\$43.00	\$31.81	\$55.37	\$57.72	\$43.59	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%

CATEGORY B - MOVING SERVICES ONLY	PERMANENT EMPLOYEE LABOR HOURLY RATES (During Business Hours)				PERMANENT EMPLOYEE LABOR HOURLY RATES (After-Hours/Weekends)				TRUCK HOURLY RATES (not including driver)		TRUCK OVERNIGHT STORAGE	
	Helper (Mover) Hourly Rate	Packer Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Helper (Mover) Hourly Rate	Packer Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Medium Capacity Truck Hourly Rate	Large Capacity Truck Hourly Rate	Medium Capacity Truck 24 hr. Rate	Large Capacity Truck 24 hr. Rate
REGION												
Region #1 -Eastern (Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman)	\$57.72	\$43.59	\$62.43	\$49.48	\$61.26	\$43.59	\$57.00	\$53.01	\$35.34	\$41.23	\$1.18	\$1.18
Region #2 - North Central (Okanogan, Chelan, Douglas, Kittitas, Grant)	\$57.72	\$43.59	\$62.43	\$49.48	\$61.26	\$43.59	\$57.00	\$53.01	\$35.34	\$41.23	\$1.18	\$1.18
Region #3 - Northwest (Pierce, King, San Juan, Skagit, Snohomish, Whatcom, Island counties)	\$48.30	\$34.16	\$53.01	\$40.05	\$51.83	\$34.16	\$57.72	\$43.59	\$35.34	\$41.23	\$1.18	\$1.18
Region #4 - Olympic (Kitsap, Clallam, Jefferson, Grays Harbor, Mason)	\$45.94	\$31.81	\$49.48	\$37.70	\$49.48	\$31.81	\$55.37	\$41.23	\$35.34	\$41.23	\$1.18	\$1.18
Region #5 - South Central (Yakima, Klickitat, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin)	\$45.94	\$31.81	\$50.65	\$37.70	\$49.48	\$31.81	\$55.37	\$41.23	\$35.34	\$41.23	\$1.18	\$1.18
Region #6 - Southwest (Thurston, Lewis, Pacific, Wahkiakum, Cowlitz, Clark, Skamania)	\$45.94	\$31.81	\$50.65	\$37.70	\$49.48	\$31.81	\$55.37	\$41.23	\$35.34	\$41.23	\$1.18	\$1.18

<b>Packing Material and Supply Price List</b>		
<b>Item Description</b>	<b>UOM</b>	<b>Price</b>
1.5 Cubic Foot Carton	Each	\$ 2.00
3.0 Cubic Foot Carton	Each	\$ 3.00
4.5 Cubic Foot Carton	Each	\$ 4.50
Bubble Wrap	Foot	\$ 18.00
Shrink Wrap	Roll	\$ 18.00

<b>Additional Items/Equipment Percent Markup</b>	
	<b>% Markup</b>
Additional Packing Material/Supplies (items not included above)	25%
Specialty Equipment/Tools	25%

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	01920
3D Systems, LLC P.O. Box 111 Littlerock, WA 98556	Amendment No.:	02
	Effective Date:	September 1, 2024

**SECOND AMENDMENT  
TO  
CONTRACT NO. 01920  
OFFICE RELOCATIONS**

This Second Amendment (“Amendment”) to Contract No. 01920 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 3D Systems, a Washington Limited Liability Company (“Contractor”) and is dated as of September 1, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 01920 dated effective as of March 31, 2021 (“Contract”).
- B. The Parties previously amended the Contract as follows:
  - (1) By instrument titled First Amendment to Contract (dated March 31, 2023) to replace Exhibit B – Prices and Section 3.3 – Economic Adjustment.
- C. The Parties now desire to amend the Contract to include a ‘pay equality provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- D. The Parties further desire to amend the Contract to include a ‘nondiscrimination provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 468](#) [codified at [RCW 39.26.245\(3\)](#) and [RCW 49.60.530](#)].
- E. The amendment set forth herein is within the scope of the Contract.

**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. **PAY EQUALITY.** The following provision is added to the end of section 14 (General Provisions) as a new subsection:

14.24 WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants 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.

2. NONDISCRIMINATION. The following provision is added to the end of section 14 (General Provisions) as a new subsection:

14.25 NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, 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 the original 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.


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.




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

**3D SYSTEMS, LLC,  
A WASHINGTON LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Peter Diaz (Oct 23, 2024 18:02 PDT)  
Name: Peter Diaz  
Title: Member  
Date: 10/22/24

By:   
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: 10/10/2024