

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	02524
Terry's Dairy Inc. 2382 North Highway Colville, WA 99114	Amendment No.:	1
	Effective Date:	July 1, 2025

**FIRST AMENDMENT  
TO  
CONTRACT No. 02524  
FRESH DAIRY PRODUCTS**

This First Amendment ("Amendment") to Contract No. 02524 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 Terry's Dairy Inc., a Washington Corporation ("Contractor") and is dated as of July 1, 2025.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 02524 dated effective as of July 1, 2025. ("Contract").
- B. The Parties now desire to amend the Contract to eliminate Whatcom County, include Whitman County and include provisions for product additions, removals and discontinued items.
- C. 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. **COUNTIES.** Update cover page of contract to remove Whatcom County and replace it with Whitman County.
2. **PRODUCT ADDITIONS, REMOVALS AND DISCONTINUED ITEMS.** Section 3 of the Contract (Scope: Included Goods and/or Services & Prices) is hereby amended by adding Section 3.7 Product Additions, Removals and Discontinued Items.
 

3.7 **PRODUCT ADDITIONS, REMOVALS AND DISCONTINUED ITEMS.** Contractor may request to add add/or remove items or delete discontinued items. All product changes will be reviewed by Enterprise Services and must be approved by Enterprise Services before changes can take effect. Any approved

product additions, removals or discontinued items will be used to update Exhibit A – Included Goods/Services & Pricing with an Amendment.

- a) Addition(s)/Removal(s): Beginning six (6) months after the effective date of this Contract and for every six (6) months after, the products set forth in Exhibit A – Included Goods/Services & Pricing maybe adjusted if such products falls within the scope of the contract and meet all state regulations, Section 8 – Using the Contract requirements and Exhibit B – Product Specification Requirements. Such requests may occur no more than twice annually and must be done in writing and received thirty (30) days prior to the effective date. Contractor must provide the product name, unit of measure, landed cost and Contractor fixed rate. Landed cost is the actual invoice price that the vendor has paid a manufacturer or supplier for the product delivered to the vendors distribution site. When applicable, the landed cost must be in line with the dairy products tied to the Federal Milk Ordinance (FMO) or PNW FO124. Contractor fixed fee consists of Contractor administrative costs, overhead, packaging costs, and transportation costs.

Request for Product Addition(s)/Removal(s) Requirements		
Biannual	Request Received Between	Effective Date of Change
January 1 – June 30	May 1 - June 1	July 1
July 1 – December 31	November 1 – December 1	January 1

- b) Discontinued item(s): Contractor must use commercially reasonable efforts to notify Enterprise Services, as soon as practicable, regarding any products that are no longer available or discontinued. Contractor shall provide proof item is no longer available or has been discontinued. Contractor shall provide a substitute of a like item, comparable size, quantity, quality, case count and cost if available.
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.

**TERRY'S DAIRY INC.,  
A WASHINGTON CORPORATION**

By: *Kristina King*  
Kristina King (May 19, 2025 10:05 PDT)  
Name: Kristina King  
Title: Bookkeeper/Human Resources  
Date: 05/19/25

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Shantel Wight*  
Name: Shantel Wight  
Title: Procurement Supervisor  
Date: 05/19/25


# Terrys Dairy AMD 1

Final Audit Report

2025-05-19

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