

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02619
Spokane Produce 1996 S. Geiger Blvd. Spokane, WA 99224	Amendment No.:	1
	Effective Date:	2/22/2023

**FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 02619
BULK FRESH FRUITS AND VEGETABLES**

This First Amendment (“Amendment”) to Contract No. 02619 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 Spokane Produce Incorporated, a Washington corporation (“Contractor”) and is dated as of February 22, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02619 for Bulk Fresh Fruits and Vegetables dated effective as of February 01, 2020 (“Contract”).
- B. The Parties have not previously amended the Contract.
- 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. PRICE ADJUSTMENT. The previous Exhibit B – Prices for Bulk Fresh Fruits and Vegetables is deleted in its entirety and replaced with Exhibit B: Revised 2/22/23. The items listed in Exhibit B are amended to reflect updated pricing.
2. ECONOMIC PRICE ADJUSTMENT (“EPA”). Section 3.4 of the Contract is deleted in its entirety and replaced with the following:

ECONOMIC ADJUSTMENT. Pricing will remain firm and fixed for the initial term of the Contract. After twelve months, the prices set forth in *Exhibit B* shall be adjusted annually at Contractor request, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (“BLS”) Price Product Indices (“PPI”) for the most recent year. See Section 3.3b *EPA CALCULATION PROCESS* for Indices. In the event of a pricing dispute, Contractor must continue to provide products at current prices until new pricing is agreed upon.

Incidental charges (minimum order fee, express shipping, etc.) are not eligible for an annual price adjustment based on PPI.

(a) **CRITERIA FOR VALID EPA REQUEST.** The Contractor must meet the following criteria in order to submit a valid EPA request:

(i) **REQUEST PERIOD.** The EPA request must be sent by the Contractor within a two (2) month period between October 15 and December 15 to be eligible for an EPA on the following February 1. Requests made on or after December 16 are subject to approval by Enterprise Services and may be deemed an invalid request.

(ii) **WRITTEN EMAIL TO ASSIGNED STATE EMPLOYEE.** The EPA request must be a written email sent by the Contractor to the Enterprise Services Primary Contact or their designee (listed on the Enterprise Services website at the Fresh Fruits and Vegetables Contract #02619 Contract Summary Page). Contractor may contact the State via The Contracts Resource Center (currently available at 360-407-2210) if Contractor is unable to determine the Enterprise Services Primary Contact.

(iii) **GOOD STANDING.** Contractor must be in good standing by reasonably performing Contract obligations and being up to date on VMF payments.

(b) **EPA CALCULATION PROCESS.** All calculations for the index shall be based upon the latest version of final data published as of November each year (preliminary data will not be used). Prices shall be adjusted annually on February 1 provided the Contractor successfully submits an EPA request. If an index is recoded, and the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. 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. The economic adjustment shall be calculated as follows

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

The following final data from this US BLS index will be inserted in the formula above:	
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Delivery and Warehouse Industries, not seasonally adjusted
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PCUADLVWRADLVWR

A Period Index is defined as the annual average.

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.

**SPOKANE PRODUCE,
A WASHINGTON CORPORATION**

By: *Craig Higashi*
Craig Higashi (Feb 22, 2023 10:47 PST)

Name: Craig Higashi

Title: Owner, President, CEO

Date: Feb 22, 2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Nick Ioanna*

Name: Nick Ioanna

Title: Procurement Supervisor

Date: Feb 22, 2023

PRICES FOR BULK FRESH FRUITS AND VEGETABLES

Pricing will be made available to the purchaser of this contract once an account is established with the vendor. The following is a list of **Fixed Fee** for the items on this contract. The landed cost must be consistent to the [USDA Market report for the San Francisco location for the Terminal Market](#). Example: [USDA](#) (Landed) + Fixed Fee = Unit Price. This will fluctuate weekly.

Item No.	Pack	Size	Variety/Description	Bidder Item No.	Bidder's Pak/Size	Fixed Fee
1	1	88CT	APPLE,FUJI USXF	011-01122	1/88CT	\$ 5.60
2	1	72/88CT	APPLE,FUJI WAXF PREMIUM	011-01926	1/72/88CT	\$ 5.60
3	1	163CT	APPLE,GALA	011-01115	1/163CT	\$ 5.60
4	1	100CT	APPLE,GALA USXF	011-02614	1/100CT	\$ 5.60
5	1	113CT	APPLE,RED DEL WAXF	011-01360	1/113CT	\$ 5.60
6	1	11LB	ASPARAGUS,STD BUNCHED	016-01074	1/11LB	\$ 5.60
7	1	24CT	AVOCADO,HASS RIPE	013-01012	1/24CT	\$ 5.60
8	1	40LB	BANANA,CODE 3-3.5 LIGHTGREEN	013-00581	1/40LB	\$ 5.60
9	1	40LB	BANANA,CODE 4-5 GRTIP/RIPE	013-00582	1/40LB	\$ 5.60
10	1	40LB	BANANA,SINGLE 150/CODE 4.5 GRTIP RI	013-00534	1/40LB	\$ 5.60

11	1	10LB	BANANA,SINGLE FOODSERVICE RIPE	031-00580	1/10LB	\$ 5.60
12	150	EACH	BANANAS PETITE (SINGLES)	013-00534	1/40LB	\$ 5.60
13	40	LB	BANANAS PREMIUM 3/4	013-00582	1/40LB	\$ 5.60
14	2	5LB	BEAN,GREEN TRIMMED	028-00205	2/5LB	\$ 5.60
15	12	6OZ	BLACKBERRY,CLAMSHELL	014-01637	12/6OZ	\$ 5.60
16	12	6OZ	BLUEBERRY,CLAMSHELL	014-01501	12/6OZ	\$ 5.60
17	4	3LB	BROCCOLI,FLORETTE	028-00408	4/3LB	\$ 5.60
18	1	18CT	BROCCOLINI,ASPIRATION BUNCHED	016-03182	1/18CT	\$ 5.60
19	1	45LB	CABBAGE,GREEN	016-01185	1/45LB	\$ 5.60
20	6	5LB	CARROT,BABY PEELED 6/5#BOLTHOUSE	016-01305	6/5LB	\$ 5.60
21	1	5LB	CARROT,BABY PEELED W/TOP	017-01038	1/5LB	\$ 3.57
22	1	50LB	CARROT,CLIPTOP	016-01276	1/50LB	\$ 5.60
23	1	25LB	CARROT,JUMBO	016-01285	1/25LB	\$ 5.60
24	1	12CT	CAULIFLOWER,CELLO	016-01686	1/12CT	\$ 5.60
25	4	3LB	CAULIFLOWER,FLORETTE	028-00417	4/3LB	\$ 5.60

26	45	LB	CELERY NAKED **30'S**	016-01403	1/30CT	\$ 5.60
27	1	30CT	CELERY,#1	016-01403	1/30CT	\$ 3.57
28	4	5LB	COLESLAW, W/COLOR	028-00587	4/5LB	\$ 5.60
29	1	12CT	CUCUMBER,ENGLISH #1 HOTHSE	016-01630	1/12CT	\$ 5.60
30	1	36CT	CUCUMBER,XFCY	016-01530	1/36CT	\$ 5.60
31	1	18LB	GRAPE,GREEN SDLS M/L	014-01331	1/19LB	\$ 5.60
32	1	19LB	GRAPE,GREEN SEEDLESS M/L	014-01331	1/19LB	\$ 5.60
33	1	20LB	GRAPE,RED (LUNCH BUNCH)	014-01848	1/20LB	\$ 5.60
34	1	18LB	GRAPE,RED SEEDLESS M/L	014-01831	1/19LB	\$ 5.60
35	1	135CT	KIWI	013-01431	1/135CT	\$ 5.60
36	24	EACH	LETTUCE ROMAINE	903-01510	1/24CT	\$ 1.19
37	1	24CT	LETTUCE,GREEN LEAF	903-01520	1/24CT	\$ 5.60
38	1	1CT	LETTUCE,ICEBERG(CELLO)	031-01462	1/1CT	\$ 1.19
39	1	24CT	LETTUCE,ROMAINE	903-01510	1/24CT	\$ 5.60
40	1	48CT	LETTUCE,ROMAINE HEARTS PREMIUM	016-01928	1/48CT	\$ 5.60

41	4	5LB	LETTUCE, SHREDDED	028-01378	4/5LB	\$ 5.60
42	10	3LB	MANDARIN,CLEMENTINE (HALOS 36SZ)	012-02025	10/3LB	\$ 5.60
43	1	9/10CT	MANGO,RIPE	013-01342	1/10CT	\$ 5.60
44	1	9CT	MELON,CANTALOUPE	015-01903	1/9CT	\$ 5.60
45	1	5/6CT	MELON,HONEYDEW	015-02063	1/5/6CT	\$ 5.60
46	1	10LB	MUSHROOM,SLICED THICK B	016-02126	10 LB	\$ 5.60
47	1	25LB	NECTARINES	014-01101	18 LB	\$ 5.60
48	4	12CT	ONION,GREEN ICELESS BAGGED	016-02700	4/12CT	\$ 5.60
49	1	25LB	ONION,RED JUMBO	023-01205	1/25LB	\$ 5.60
50	1	50LB	ONION,YELLOW JUMBO	023-01008	1/50LB	\$ 5.60
51	1	50LB	ONION,YELLOW MEDIUM	023-01075	1/50LB	\$ 5.60
52	50	LB	ONIONS JUMBO YELLOW #1	023-01008	1/50LB	\$ 3.57
53	25	LB	ONIONS RED JUMBO	023-01205	1/25LB	\$ 3.57
54	1	113CT	ORANGES, NAVEL	012-01700	1/113CT	\$ 5.60
55	38	LB	ORANGES VALENCIA CH 113	012-01700	1/113CT	\$ 5.60

56	1	25LB	PEACHES	014-01171	18 LB	\$ 5.60
57	1	70/80CT	PEAR,BARTLETT FCY	011-03070	70/80CT	\$ 5.60
58	1	25LB	PEPPER,GREEN LARGE	016-02178	1/25LB	\$ 5.60
59	1	1LB	PEPPER,JALAPENO BAGGED	031-01641	1/1LB	\$ 3.57
60	25	LB	PEPPERS GRN BELL CHOICE	016-02179	65/75CT	\$ 5.60
61	1	25lb	PEPPERS, RED	016-02242	1/25LB	\$ 5.60
62	1	7/8CT	PINEAPPLE, 1 LAYER	013-01510	1/7/8CT	\$ 5.60
63	1	28LB	PLUMS	014-01220	1/28LB	\$ 5.60
64	1	100CT	POTATO, RUSSET BAKER 100CT	024-01141	1/100CT	\$ 5.60
65	1	50LB	POTATO,RUSSET #2	024-01167	1/50LB	\$ 5.60
66	12	6OZ	RASPBERRY,CLAMSHELL	014-01665	12/6OZ	\$ 5.60
67	50	LB	RUSSET BAKER 90 CT USA	024-01248	1/90CT	\$ 5.60
68	1	4LB	SPINACH,BABY LOOSE BULK	017-01133	1/4LB	\$ 5.60
69	1	22LB	SQUASH,ZUCCHINI MEDIUM	016-02518	1/22LB	\$ 5.60
70	8	1LB	STRAWBERRY,CLAMSHELL	014-01620	8/1LB	\$ 5.60

71	1	50lb	SWEET POTATOES	024-01605	1/40LB	\$ 5.60
72	6	2 LB	TFS ROMAINE CHOPPED	028-01272	6/2LB	\$ 5.60
73	1	20LB	TOMATO, 4X5	022-01061	1/20LB	\$ 5.60
74	1	20LB	TOMATO, 5X6	022-01063	1/20LB	\$ 5.60
75	1	20LB	TOMATO, 6X6	022-01157	1/20LB	\$ 5.60
76	1	5LB	TOMATO,DICED	028-00893	1/5LB	\$ 5.60
77	1	11LB	TOMATO,RED ON THE VINE	022-01059	1/11LB	\$ 5.60
78	1	25LB	TOMATO,ROMA VALUE	022-01616	1/25LB	\$ 5.60
79	1	5LB	TOMATO,SLICED	027-01211	1/5LB	\$ 5.60
80	4	5LB	TOSSED SALAD, REG W/COLOR	028-01388	4/5LB	\$ 5.60
81	1	LB	WATERMELONS SEEDLESS	015-02275	LB	\$ 0.12
82	1	BIN	WATERMELLON SEEDLESS	015-02267	1/60CT	\$ 23.82

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02619
Spokane Produce 1996 S. Geiger Blvd. Spokane, WA 99224	Amendment No.:	2
	Effective Date:	October 1, 2024

**SECOND AMENDMENT
TO
STATEWIDE CONTRACT NO. 02619
BULK FRESH FRUITS AND VEGETABLES**

This Second Amendment (“Amendment”) to Contract No. 02619 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 Spokane Produce Incorporated, a Washington corporation (“Contractor”) and is dated as of October 1, 2024.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02619 for Bulk Fresh Fruits and Vegetables dated effective as of February 01, 2020 (“Contract”).
- B. The Parties have previously amended the Contract as follows:
 - a. By instrument titled First Amendment (dated and effective February 22, 2023) included the following changes:
 - i. Revised and replaced in its entirety Exhibit B; and
 - ii. Revised and replaced in its entirety Section 3.4 Economic Adjustment.
- C. The Parties now 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](#)].
- D. 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. NONDISCRIMINATION. The following provision is added to the end of section 14 (General Provisions) as a new subsection:

14.24 NONDISCRIMINATION.

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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.

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.

**SPOKANE PRODUCE,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Craig Higashi*
Craig Higashi (Sep 20, 2024 14:55 PDT)

By: *Nick Ioanna*

Name: Craig Higashi

Name: Nick Ioanna

Title: Owner, President, CEO

Title: Procurement Supervisor

Date: 09/20/2024

Date: 09/20/2024