

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

Ver-Mac Inc.  
4950 N. Sam Houston Pkwy E.  
Houston, TX 77032

**FIRST AMENDMENT  
TO  
CONTRACT No. 03220  
VARIABLE MESSAGE BOARDS**

This First Amendment (“Amendment”) to Contract No. 03220 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 Ver-Mac, a Delaware Corporation (“Contractor”) and is dated as of April 15, 2022.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03220 for Variable Message Boards dated effective as of February 1, 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.

**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. **PRICE ADJUSTMENT.** The Contract Exhibit B - Prices for Goods of the Master contract is hereby deleted in its entirety, inserting Exhibit A of this amendment in its place.
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.

**VER-MAC INC.,  
A DELAWARE CORPORATION**

By: \_\_\_\_\_

Name: Kimberly Jack

Title: Inside Sales Coordinator

Date: June 9th 2022

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: \_\_\_\_\_

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: September 21, 2022

**Exhibit A**

<b>Item</b>	<b>MFR</b>	<b>Model</b>	<b>Price</b>
<b>Truck Mounted Arrow Board, 3 Feet by 6 Feet</b>	<b>Ver-Mac</b>	<b>VM-367225</b>	<b>\$2,622.50</b>
<b>Available Options</b>			
Universal Bed Rail Rack	Ver-Mac	VMS-A21	\$230.78
Universal Bed Floor Rack	Ver-Mac	VMS-A15	\$230.78
Power tilt truck mount bracket	Ver-Mac	VMS-A22	\$1,384.68

<b>Item</b>	<b>MFR</b>	<b>Model</b>	<b>Price</b>
<b>Full Matrix Small Changeable Message Sign, Trailer Mounted (base model)</b>	<b>Ver-Mac</b>	<b>PCMS 548</b>	<b>\$12,692.90</b>
<b>Available Options</b>			
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Standard radar speed detection	Ver-Mac	OPT-MS-Radar	\$1,269.29
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,341.21
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$980.82
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 548 HYD	\$13,846.80

<b>Item</b>	<b>MFR</b>	<b>Model</b>	<b>Price</b>
<b>Full Matrix Mid-Size Changeable Message Sign, Trailer Mounted (base model)</b>	<b>Ver-Mac</b>	<b>PCMS 3812</b>	<b>\$14,885.31</b>
<b>Available Options</b>			
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Standard radar speed detection.	Ver-Mac	OPT-MS-Radar	\$1,269.29
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,341.21
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$980.82
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 3812 HYD	\$16,983.31

<b>Item</b>	<b>MFR</b>	<b>Model</b>	<b>Price</b>
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<b>Line Matrix Small Changeable Message Sign, Trailer Mounted (base model)</b>	<b>Ver-Mac</b>	<b>PCMS 548</b>	<b>\$12,692.90</b>
<b>Available Options</b>			
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,341.21
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$980.82
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 548 HYD	\$13,846.80

<b>Item</b>	<b>MFGR</b>	<b>Model</b>	<b>Price</b>
<b>Line Matrix Mid-Size Changeable Message Sign, Trailer Mounted (base model)</b>	<b>Ver-Mac</b>	<b>PCMS 3812</b>	<b>\$15,467.10</b>
<b>Available Options</b>			
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Standard radar speed detection	Ver-Mac	OPT-MS-Radar	\$1,318.90
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,589.05
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$1,019.15
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 3812 HYD	\$17,647.10

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Ver-Mac Inc.  
4950 N. Sam Houston Pkwy E.  
Houston, TX 77032

**SECOND AMENDMENT  
TO  
CONTRACT No. 03220  
VARIABLE MESSAGE BOARDS**

This Second Amendment (“Amendment”) to Contract No. 03220 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 Ver-Mac, a Delaware Corporation (“Contractor”) and is dated as of June 30, 2022.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03220 for Variable Message Boards dated effective as of February 1, 2021 (“Contract”).
- B. The Parties previously amended the Contract one time.
  - First Amendment dated April 15, 2022 (price adjustment).
- C. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- D. The amendment set forth herein is within the scope of the Contract.
- E. 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. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning July 1, 2022, Enterprise Services will review, evaluate monthly, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract’s applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Such price adjustments are based off of a third-party index, such as the NYSE American Steel Index Price (NYSE: STEEL)
  - (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
  - (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
  - (d) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
  - (e) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
  - (f) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
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.

**VER-MAC INC.,  
A DELAWARE CORPORATION**

By:   
Name: Kimberly Jack  
Title: Inside Sales Coordinator  
Date: June 20th 2022

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Alexander Kenesson  
Title: Procurement Supervisor  
Date: 6/27/2022

**THIRD AMENDMENT**  
**TO**  
**STATEWIDE CONTRACT NO. 03220**  
**VARIABLE MESSAGE BOARDS**

This third Amendment (“Amendment”) to Contract No. 03220 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 Ver-Mac Inc., a Delaware Corporation (“Contractor”) and is dated as of April 15, 2023.

**R E C I T A L S**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03220 for Variable Message Boards dated effective as of February 1, 2021 (“Contract”).
- B. The Parties previously amended the Contract two times:
  - First Amendment dated April 15, 2022 (price adjustment)
  - Second Amendment dated July 1, 2022 (temporary price adjustment)
- 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 Contract pricing for the goods/services is hereby amended by deleting the existing **Exhibit B – Prices** of the contract in its entirety and inserting the attached **Exhibit A – Prices for Goods** (dated April 15, 2023) in its place. 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 A – Prices for Goods** (dated April 15, 2023).
2. **VENDOR MANAGEMENT FEE.** The following provision is added to Section 8.2 of the Contract, replacing the previous Section 8.2 in its entirety:

VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 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  
.0125.

- (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. Contractors are not to remit payment until they receive 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 Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) 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.

3. PRODUCTS. The Contract is hereby amended to add the following items at the following stated prices:

Item	MFGR	Model	Price
<b>Vehicle Mounted Arrow Board, 2.5 Feet by 5 feet with Wireless Controller</b>	Ver-Mac	VM-306025	\$2,400.00

Available Options			
Item	MFGR	Model	Price
Manual Truck Mounted Bracket	Ver-Mac	VMS-A50	\$550.00
Slim Power Rack bracket with auto raise and lower feature	Ver-Mac	VMS-SPR-30	\$2,100.00
Bed rail rack	Ver-Mac	VMS-A21	\$550.00
Bed floor rack	Ver-Mac	VMS-A15	\$550.00

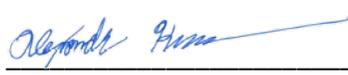
4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior 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.
6. 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.
7. 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.
8. 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.

**VER-MAC INC.,  
A DELAWARE CORPORATION**

By:   
Name: Kimberly Jack  
Title: Inside Sales Coordinator  
Date: April 14th 2023

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Alexander Kenesson  
Title: Procurement Supervisor  
Date: April 27, 2023

*Exhibit B  
Prices for Goods*

Item	MFGR	Model	Price
<b>Truck Mounted Arrow Board, 3 Feet by 6 Feet</b>	Ver-Mac	VM-367225	\$2,937.20
<b>Available Options</b>			
Item	MFGR	Model	Price
Univeral Bed Rail Rack	Ver-Mac	VMS-A21	\$258.47
Universal Bed Floor Rack	Ver-Mac	VMS-A15	\$258.47
Power tilt truck mount bracket	Ver-Mac	VMS-A22	\$1,550.84

Item	MFGR	Model	Price
Full Matrix Small Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 548	\$14,216.05
<b>Available Options</b>			
Standard radar speed detection.	Ver-Mac	OPT-MS-Radar	\$1,421.60
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$7,102.16
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Industrial cellular IP modem with GPS.	DIGI	OPT-MS-WR-31-ADD	\$1,098.52
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 548 HYD	\$15,508.42

Item	MFGR	Model	Price
Full Matrix Mid-Size Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 3812	\$16,671.55
<b>Available Options</b>			
Standard radar speed detection	Ver-Mac	OPT-MS-Radar	\$1,421.60
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$7,102.16
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$1,098.52
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 3812 HYD	\$19,021.31

Item	MFGR	Model	Price
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Line Matrix Small Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 548	\$14,216.05
<b>Available Options</b>			
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$7,102.16
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Industrial cellular IP modem with GPS.	DIGI	OPT-MS-WR-31-ADD	\$1,098.52
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 548 HYD	\$15,508.42

Item	MFGR	Model	Price
Line Matrix Mid-Size Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 3812	\$17,323.15
<b>Available Options</b>			
Standard radar speed detection.	Ver-Mac	OPT-MS-Radar	\$1,477.17
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$7,379.74
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Industrial cellular IP modem with GPS.	DIGI	OPT-MS-WR-31-ADD	\$1,141.45
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 3812 HYD	\$19,764.75

Item	MFGR	Model	Price
Full Matrix Mid-Size Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 3812	\$15,892.80

Available Options			
Standard radar speed detection	Ver-Mac	OPT-MS-Radar	\$1,355.20
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,770.40
WIFI	Ver-Mac		
Cellular remote control	Ver-Mac		
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$1,047.20
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 3812 HYD	\$18,132.80

Item	MFGR	Model	Price
Line Matrix Small Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 548	\$13,552.00

Available Options			
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,770.40
WIFI	Ver-Mac		
Cellular remote control	Ver-Mac		
Industrial cellular IP modem with GPS.	DIGI	OPT-MS-WR-31-ADD	\$1,047.20
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 548 HYD	\$14,784.00

Item	MFGR	Model	Price
Line Matrix Mid-Size Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 3812	\$15,892.80

Available Options			
Standard radar speed detection.	Ver-Mac	OPT-MS-Radar	\$1,355.20
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,770.40
WIFI	Ver-Mac		
Cellular remote control	Ver-Mac		
Industrial cellular IP modem with GPS.	DIGI	OPT-MS-WR-31-ADD	\$1,047.20
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 3812 HYD	\$18,132.80