

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

Security Services Northwest, Inc.
250 Center Park Way
Sequim, WA 98382

**FIRST AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES**

This First Amendment (“Amendment”) to Contract No. 03818 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 Security Services Northwest, a Washington corporation (“Contractor”) and is dated and effective as of July 20, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03818 for security guard services dated effective as of April 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 previously amended, as follows:

1. PRICE ADJUSTMENT. Exhibit B – Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
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.

SECURITY SERVICES NORTHWEST
A WASHINGTON CORPORATION

By: _____

Name: Joe D'Amico

Title: President

Date: _____

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: Lawrence Lim

Title: Contracts Specialist

Date: _____

Exhibit B – Prices for Services

Vendor	Region	Type of Service	Hourly Rate	Vehicle (per month)	Patrol Checks / Alarm Response (Per Occurrence)	On-Call (per hour)	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)
Security Services Northwest, Inc.	Olympic	Unarmed Guard	\$63.83	\$2,456.74	\$255.32	\$28.37	\$95.75	\$92.20	\$92.20
Security Services Northwest, Inc.	Southwest	Unarmed Guard	\$63.70	\$2,451.67	\$254.80	\$28.31	\$95.54	\$92.00	\$92.00
Security Services Northwest, Inc.	North Central	Unarmed Guard	\$69.85	\$2,419.84	\$279.43	\$27.95	\$104.78	\$90.82	\$97.80
Security Services Northwest, Inc.	South Central	Unarmed Guard	\$70.70	\$2,449.26	\$282.83	\$28.28	\$106.06	\$91.92	\$98.99
Security Services Northwest, Inc.	Northwest	Unarmed Guard	\$64.50	\$2,482.31	\$257.98	\$28.67	\$96.74	\$93.16	\$93.16
Security Services Northwest, Inc.	Eastern	Unarmed Guard	\$70.92	\$2,456.74	\$283.69	\$28.37	\$106.38	\$92.20	\$99.29
Security Services Northwest, Inc.	Seattle	Unarmed Guard	\$64.50	\$2,482.31	\$257.98	\$28.67	\$96.74	\$93.16	\$93.16
Security Services Northwest, Inc.	Tacoma	Unarmed Guard	\$63.86	\$2,457.95	\$255.44	\$28.38	\$95.80	\$92.24	\$92.24
Security Services Northwest, Inc.	Olympic	Armed Guard	\$85.10	\$2,456.74	\$255.32	\$28.37	\$127.66	\$106.38	\$92.20
Security Services Northwest, Inc.	Southwest	Armed Guard	\$84.94	\$2,451.67	\$254.80	\$28.31	\$127.39	\$106.16	\$92.00
Security Services Northwest, Inc.	North Central	Armed Guard	\$97.80	\$2,419.84	\$279.43	\$27.95	\$146.70	\$104.78	\$104.78
Security Services Northwest, Inc.	South Central	Armed Guard	\$98.99	\$2,449.26	\$282.83	\$28.28	\$148.49	\$106.06	\$106.06
Security Services Northwest, Inc.	Northwest	Armed Guard	\$85.99	\$2,482.31	\$257.98	\$28.67	\$128.99	\$107.50	\$93.16
Security Services Northwest, Inc.	Eastern	Armed Guard	\$99.29	\$2,456.74	\$283.69	\$28.37	\$148.93	\$106.38	\$106.38
Security Services Northwest, Inc.	Seattle	Armed Guard	\$85.99	\$2,482.31	\$257.98	\$28.67	\$128.99	\$107.50	\$93.16
Security Services Northwest, Inc.	Tacoma	Armed Guard	\$85.15	\$2,457.95	\$255.44	\$28.38	\$127.73	\$106.44	\$92.24
Security Services Northwest, Inc.	Olympic	Rapid Response	\$106.38	\$2,456.74	\$255.32	\$35.46	\$145.39	\$106.38	\$120.56
Security Services Northwest, Inc.	Southwest	Rapid Response	\$106.16	\$2,451.67	\$254.80	\$35.39	\$145.09	\$106.16	\$120.32
Security Services Northwest, Inc.	North Central	Rapid Response	\$104.78	\$2,419.84	\$279.43	\$34.93	\$143.21	\$104.78	\$118.75
Security Services Northwest, Inc.	South Central	Rapid Response	\$106.06	\$2,449.26	\$282.83	\$35.35	\$144.95	\$106.06	\$120.20
Security Services Northwest, Inc.	Northwest	Rapid Response	\$107.50	\$2,482.31	\$257.98	\$35.83	\$146.90	\$107.50	\$121.82
Security Services Northwest, Inc.	Eastern	Rapid Response	\$106.38	\$2,456.74	\$283.69	\$35.46	\$145.39	\$106.38	\$120.56
Security Services Northwest, Inc.	Seattle	Rapid Response	\$107.50	\$2,482.31	\$257.98	\$35.83	\$146.90	\$107.50	\$121.82
Security Services Northwest, Inc.	Tacoma	Rapid Response	\$106.44	\$2,457.95	\$255.44	\$35.48	\$145.46	\$106.44	\$120.62

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	03818
Security Services Northwest, Inc. 250 Center Park Way Sequim, WA 98382	Amendment No.:	2
	Effective Date:	April 1, 2024

**SECOND AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES**

This Second Amendment (“Amendment”) to Contract No. 03818 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 Security Services Northwest, Inc., a Washington corporation (“Contractor”) and is dated as of April 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 03818 for Security Guard Services dated effective as of January 1, 2019. (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - a. By instrument titled First Amendment to Contract (dated July 20, 2023) to replace Exhibit B – Prices for Services (Economic 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.

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 PRICE ADJUSTMENT.** Pursuant to section 3.3 of the Contract, the pricing for the services is hereby amended by deleting the existing Exhibit B – Prices for Services in its entirety and inserting the attached Exhibit B – Prices for Services (dated April 1, 2024). These prices include the agreed economic adjustment from the Employment Security Departments (ESD’s) Occupational Employment and Wage Statistics (OEWS) Standard Occupational Classification (SOC) Code of 33-9032. The Contract pricing for the services is hereby amended by deleting the existing **Exhibit B – Prices for Services** in its entirety and inserting the attached **Exhibit B – Prices for Services** (dated April 1, 2024). As of the

effective date of this Amendment, these prices include the agreed economic adjustment from the Employment Security Departments (ESD's) Occupational Employment and Wage Statistics (OEWS) Standard Occupational Classification (SOC) Code of 33-9032. This is the final price adjustment for 2024.

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

14.25. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, 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.

**SECURITY SERVICES NORTHWEST, INC.,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Joseph N. D'Amico
Joseph N. D'Amico (Mar 15, 2024 13:32 PDT)
Name: Joseph N. D'Amico
Title: President
Date: Mar 15, 2024

By: Tim Foitzik
Name: Tim Foitzik
Title: Procurement Supervisor
Date: Mar 15, 2024

**EXHIBIT B
PRICES FOR SERVICES**

Region	Type of Service	Hourly Rate	Vehicle (per month)	Patrol Checks / Alarm Response (Per Occurrence)	On-Call (per hour)	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)
Eastern	Unarmed Guard	\$70.97	\$2,458.46	\$283.89	\$28.39	\$106.45	\$92.26	\$99.36
Eastern	Armed Guard	\$99.36	\$2,458.46	\$283.89	\$28.39	\$149.04	\$106.45	\$106.45
Eastern	Rapid Response	\$106.45	\$2,458.46	\$283.89	\$35.48	\$145.49	\$106.45	\$120.65
North Central	Unarmed Guard	\$69.90	\$2,421.53	\$279.63	\$27.97	\$104.86	\$90.88	\$97.87
North Central	Armed Guard	\$97.87	\$2,421.53	\$279.63	\$27.97	\$146.80	\$104.86	\$104.86
North Central	Rapid Response	\$104.86	\$2,421.53	\$279.63	\$34.96	\$143.31	\$104.86	\$118.84
Northwest	Unarmed Guard	\$64.55	\$2,484.05	\$258.16	\$28.69	\$96.81	\$93.22	\$93.22
Northwest	Armed Guard	\$86.05	\$2,484.05	\$258.16	\$28.69	\$129.08	\$107.57	\$93.22
Northwest	Rapid Response	\$107.57	\$2,484.05	\$258.16	\$35.86	\$147.01	\$107.57	\$121.91
Olympic	Unarmed Guard	\$63.87	\$2,458.46	\$255.50	\$28.39	\$95.82	\$92.26	\$92.26
Olympic	Armed Guard	\$85.16	\$2,458.46	\$255.50	\$28.39	\$127.75	\$106.45	\$92.26
Olympic	Rapid Response	\$106.45	\$2,458.46	\$255.50	\$35.48	\$145.49	\$106.45	\$120.65
Seattle	Unarmed Guard	\$64.55	\$2,484.05	\$258.16	\$28.69	\$96.81	\$93.22	\$93.22
Seattle	Armed Guard	\$86.05	\$2,484.05	\$258.16	\$28.69	\$129.08	\$107.57	\$93.22
Seattle	Rapid Response	\$107.57	\$2,484.05	\$258.16	\$35.86	\$147.01	\$107.57	\$121.91
South Central	Unarmed Guard	\$70.75	\$2,450.97	\$283.03	\$28.30	\$106.13	\$91.98	\$99.06
South Central	Armed Guard	\$99.06	\$2,450.97	\$283.03	\$28.30	\$148.59	\$106.13	\$106.13
South Central	Rapid Response	\$106.13	\$2,450.97	\$283.03	\$35.38	\$145.05	\$106.13	\$120.29
Southwest	Unarmed Guard	\$63.74	\$2,453.39	\$254.97	\$28.33	\$95.61	\$92.07	\$92.07
Southwest	Armed Guard	\$85.00	\$2,453.39	\$254.97	\$28.33	\$127.48	\$106.24	\$92.07
Southwest	Rapid Response	\$106.24	\$2,453.39	\$254.97	\$35.41	\$145.19	\$106.24	\$120.41
Tacoma	Unarmed Guard	\$63.91	\$2,459.67	\$255.62	\$28.40	\$95.86	\$92.31	\$92.31
Tacoma	Armed Guard	\$85.21	\$2,459.67	\$255.62	\$28.40	\$127.82	\$106.51	\$92.31
Tacoma	Rapid Response	\$106.51	\$2,459.67	\$255.62	\$35.51	\$145.57	\$106.51	\$120.71