

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	05616
State of Washington Department of Corrections Correctional Industries 801 88 th Ave. SE Tumwater, WA 98501	Amendment No.:	4
	Effective Date:	April 15, 2023

**FOURTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 05616
CORRECTIONAL INDUSTRIES FURNITURE**

This Fourth Amendment (“Amendment”) to Contract No. 05616 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 Department of Corrections, Correctional Industries, a Washington State governmental agency (“State”) and is dated as of April 15th, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 05616 for Correctional Industries Furniture dated effective as of January 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract three (3) times.
 - April 1st, 2017 to amend the VMF fee,
 - October 15, 2017 to alter the product warranty language,
 - November 15, 2022 to amend the option of a discount for large orders.
- 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. Exhibits A and B of the Contract are hereby deleted and replaced in their entirety with Exhibits A and B of this Amendment respectively.

2. DELIVERY REQUIREMENTS. Section 5.2(b) is hereby deleted in its entirety with the following inserted in its place:

Vendor shall ship all goods and provide services purchased pursuant to this Contract, freight charges prepaid by Vendor, FOB Purchaser's specified destination with all transportation and handling charges billable as per Exhibit B – Delivery, Installation, & Special Provisions. For purchasers outside of Washington State, delivery is FOB origination Tumwater, WA. Vendor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

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.

**WASHINGTON STATE CORRECTIONAL INDUSTRIES,
A WASHINGTON STATE GOVERNMENTAL AGENCY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

By: Alexander Kenesson_____

Name: Daryl Huntsinger_____

Name: Alex Kenesson_____

Title: Contracts Administrator_____

Title: Procurement Supervisor_____

Date: 3/27/2023_____

Date: 3/21/2023_____

EXHIBIT A –INCLUDED GOODS & SERVICES/PRICES**05616 – Correctional Industries Furniture**

Pricing & Ordering**ORDERING INSTRUCTIONS**

Please visit Correctional Industries' website for current products, product pricing, and order fulfillment:
<http://www.washingtonci.com/products-services/furniture.html>

Purchasers may find their desired furniture items from this site and follow the prompts to place orders directly with Correctional Industries. Please note: not all products or pricing are available online and require assistance from an account executive. Locate your account executive at
<http://www.washingtonci.com/customer-care/find-your-ae.html>

Delivery, Installation, Non-Warranty Service Work, and Storage

Correctional Industries also provides optional Delivery, Installation, Non-Warranty Service Work, and Storage services as outlined in Exhibit B – Delivery, Installation, & Special Provisions.

EXHIBIT B – DELIVERY, INSTALLATION, & SPECIAL PROVISIONS

Delivery

The following delivery schedule applies to this contract and is contingent upon the receipt of a complete and accurate order:

- 14 calendar days after receipt of order for locations in Western Washington, and 21 days for locations in Eastern Washington for items available through CI's Fast Fulfillment Program (<https://www.washingtonci.com/products-services/fast-fulfillment.html>):
 - The Fast Fulfillment Program shall include a number of standard available products.
 - Please refer to CI's website for product availability, quantities, fabric/laminate/color choices and ordering process for Fast Fulfillment. Fast Fulfillment products are only available to purchase online.
- 60 calendar days or sooner after receipt of order or change order:
 - Orders under \$100,000
 - All standard fabric, paint, color, laminate finishes, and trim colors, as identified by the CI Account Executive or on the website.
- 90 calendar days or sooner after receipt of order or change order:
 - All orders between \$100,000 to \$250,000
 - Non-standard fabric, paint, color laminate finishes and trim colors
 - Custom and Modified Furniture/Furnishings
 - Installation and delivery fees will be reviewed by CI Installation Manager prior to order finalization
- Negotiated delivery date:
 - Orders over \$250,000
- Receipt of order is defined as the day a complete and accurate order is received by CI. If an order is mailed to CI, the delivery date should be calculated starting 5 business days after a complete and accurate order is mailed.

Telephone Contact Prior to Delivery: As problems may occasionally arise at the time of delivery, Purchaser should identify a contact person and their telephone number on their order. If telephone notification prior to delivery is required (usually 24 hours prior), the order must clearly so state and the name and telephone number of the contact person must be provided. Telephone contact shall be construed as direct communication with the contact person or appropriate agency representative (voice mail is unacceptable notification). If CI neglects to provide telephone notification prior to delivery when requested, Purchaser may refuse delivery. If this occurs, the goods shall be redelivered as mutually agreed with Purchaser or no later than the next scheduled delivery route.

Order Exemptions or Exceptions: All requests for exemptions or exceptions shall be submitted to your Account Executive ([Find Account Executive](#)) on the request form in Exhibit C. CI has the discretion to approve or deny the request, based on the circumstances.

Storage fee: CI reserves the right to impose a storage fee on orders that, by customer's request, are held at a CI facility beyond 30 days after customer's due date. The storage rate will be calculated at \$0.55 per square foot of warehouse space that the order is occupying. Purchaser will be provided a quote for the cost of storage with the notification of the imposed storage effective date.

INSTALLATION

As an optional service to Purchasers, CI will provide delivery and installation of its products. Purchasers shall identify their installation request in writing on original or change order. This service shall include receipt, inspection, delivery, unpacking, installation (which includes coordination through project completion, including project managers), and proper disposal of packaging. Receipt will be at CI's warehouse or at Purchaser's installation site, at the option of Purchaser and concurrence of CI. CI will handle freight claims.

Installation shall be performed in a professional manner and in accordance with the furniture and installation plan mutually agreed upon. Modifications by the customer to the layout at the time of install may result in additional charges. The premises shall be left in a clean and safe condition. Enterprise Services reserves the right to require CI to repair any damage for negligent installation or provide full compensation as determined by Purchaser. CI will also be responsible for any other damage to Purchaser's property due to negligence on the part of CI's laborers.

Prior to delivery/installation, Purchaser will clear designated area for the placement/installation of CI products. Purchaser's IT staff should be onsite to remove and reinstall all IT components.

CI will provide and perform installation service under the direction of a Purchaser representative. Written confirmation that the installation was satisfactorily completed will be required from Purchaser to CI with comments to Procurement Coordinator as deemed necessary by Purchaser and/or CI.

When installation is requested by Purchaser, all products to be installed shall be delivered all at once (excluding pre-planned phased installations), including all hardware. Delivery of products for installation is CI's responsibility. Freestanding components (chairs, file cabinets, desks, etc.) will not be subject to installation charges, but subject to inside delivery. Installation shall begin simultaneously with delivery of products that are subject to installation, unless otherwise requested by Purchaser. If installation does not occur as scheduled with Purchaser, the late penalties clause will apply (penalties to begin the first day of non-installation).

Installation will not include electrical power connections which require a licensed electrician to perform the work. Purchaser may hire a separate contractor to do the electrical connections consistent with prevailing wage laws.

Purchaser reserves the right to install items with its own personnel or other third party(ies). Purchaser shall first receive prior approval from CI before using an outside third party for installation. CI shall provide detailed installation instructions. Improper installation by others shall void manufacturer's warranty.

DELIVERY AND INSTALLATION RATE SCHEDULE

<u>SERVICE</u>	<u>DEFINITION</u>	Counties Adjacent to CI Distribution <i>(Grays Harbor, Lewis, Mason, Pierce, Thurston)</i>		Counties Outside of Adjacency to CI Distribution <i>(all non-bordering counties of Thurston)</i>	
		<u>STD HRS</u> (7AM-5PM)	<u>NON-STD HRS</u>	<u>STD HRS</u> (7AM-5PM)	<u>NON-STD HRS</u>
DELIVERY	Product delivered to a warehouse loading dock, private residence, or defined storage facility only. Product remains palletized and packaged. CI removes and retains blanketing at the time of delivery. (Service does not include placement into a building or basic assembly).	5%	7%	8%	10%
INSIDE DELIVERY	Product delivered to a customer location that is not a warehouse or storage facility. Product is delivered inside a building and/or set-in-place within a cubical or other designated area. This service includes the removal of all packaging and associated debris and does not provide for the assembly or installation of products (e.g. monitor arms, conference tables, mobile pedestals, personal space lockers, and other similar products).	10%	15%	12%	18%
INSTALLATION	Service requires the use of labor and/or tools for assembly and is usually performed at the time of delivery or as a separately scheduled installation service.	24%	30%	26%	35%
RESIDENTIAL LIVING	Delivery and installation services are provided at a combined discount rate.	14%	22%	16%	25%

*** CI reserves the right to charge a minimum delivery and/or installation fee of up to \$75.00 for locations adjacent to Thurston Co. For non-adjacent counties CI reserves the right to charge a minimum delivery and/or installation fee of up to \$100.00. For more information, please contact CI's Installation Manager.

The percentages above will be calculated from the product cost, after discount and before taxes. All pricing below is based on work performed during CI's standard business hours of 7:00AM to 5:00PM, Monday through Friday.

Non-warranty service work (e.g., reconfiguration services, movement of existing furniture within customer location) shall be charged at \$250.00/hour (one hour minimum charge) prorated in ¼ hour increments for a "crew."

Returns

Any standard item(s) may be returned within five (5) working days after receipt provided:

- The item is new, and
- The item is in unused condition
- The item must be in the original packaging, provided CI has not disposed of it.
- The item is not modified or custom built for the customer.

A restocking charge equal to 50% of the net purchase price (before taxes) will be paid by the customer when the above conditions are met. The customer will be responsible for return freight cost. However, if error was caused by CI, there will be no restocking or freight charge.

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	05616
Washington State Correctional Industries P.O. Box 41115 Olympia, WA 98504-1115	Amendment No.:	1
	Effective Date:	April 1, 2017

**FIRST AMENDMENT
TO
CONTRACT NO. 05616
CORRECTIONAL INDUSTRIES FURNITURE**

This First Amendment ("Amendment") to Contract No. 05616 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 Correctional Industries (CI), a Washington State governmental agency ("Contractor") and is effective as of April 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05616 dated effective as of January 1, 2017 ("Contract").
- B. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
- 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. **VENDOR MANAGEMENT FEE.** Section 8.2 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 8.2 - VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 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 .0150.

- (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. Contractor shall not remit payment until it receives 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 Master Contract termination or the exercise of other remedies provided by law.
 - (e) Contract sales for Washington State Department of Corrections (DOC) are hereby excluded from VMF calculations.
 - (f) 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.
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.

WASHINGTON STATE CORRECTIONAL INDUSTRIES
A WASHINGTON STATE GOVERNMENTAL AGENCY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

By: 

Name: John R. Nispel

Name: Brent Duncan

Title: Contracts Administrator

Title: procurement Supervisor

Date: 5/4/17

Date: 5/8/17

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	05616
Washington State Correctional Industries P.O. Box 41115 Olympia, WA 98504-1115	Amendment No.:	2
	Effective Date:	October 15, 2017

**SECOND AMENDMENT
TO
CONTRACT NO. 05616
CORRECTIONAL INDUSTRIES FURNITURE**

This Second Amendment ("Amendment") to Contract No. 05616 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 Washington State Correctional Industries (CI), a Washington State governmental agency ("Contractor") and is dated as of October 15, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05616 for Correctional Industries Furniture dated effective as of January 1, 2017 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment #1 dated 04/01/2017.
- 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. 4.2(A) PRODUCT WARRANTY.

The Contract is amended to delete the existing §4.2(a) in its entirety and replace it with the following:

- (a) Product Warranty. Washington State Department of Corrections, Division of Correctional Industries provides warranties for all of its products. The complete warranty statement for each item can be obtained in the CI website at www.washingtonci.com or by contacting customer service. CI warrants its furniture to be free from defective materials and construction. This warranty shall be valid for


ten (10) years with the exception of five (5) years on fabric and operational parts from the date of purchase. Some specialty products have their own limited warranty. The terms of the warranty shall provide for repair and/or replacement free of charge to the customer (which includes labor, materials, freight, and travel costs associated with repair and/or replacement).

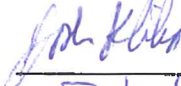
- For non-warranty service work, there shall be a charge of \$150.00/hour (one hour minimum), \$200/hour weekend/holiday, prorated in ¼ hour increments for a "crew" consisting of at least one staff supervisor, one staff supervisor assistant, and several offenders. Travel time may be included with time at the work site. If you require service work or wish to invoke a warranty, contact the Customer Service Department. A field/purchase order number is necessary to initiate non-warranty service work.
 - Warranty and non-warranty repair/replacement timeframe shall be coordinated with the customer, which is mutually agreed upon. During warranty repair/replacement a functionally equivalent loaner will be provided at customer's request.
 - CI shall provide to the customer, upon request, a cost estimate for time at work site, part replacement, and/or travel time. Replacement parts that are subject to normal wear and tear shall be readily available.
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.

WASHINGTON STATE CORRECTIONAL INDUSTRIES
A WASHINGTON STATE GOVERNMENTAL AGENCY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: John R. Nispel
Title: Contracts Administrator
Date: 9/26/17

By: 
Name: Josh Kliten
Title: Procurement Supervisor
Date: 9/26/17

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	05616
State of Washington Department of Corrections Correctional Industries 801 88 th Ave. SE Tumwater, WA 98501	Amendment No.:	3
	Effective Date:	November 15, 2022

**THIRD AMENDMENT
TO
STATEWIDE CONTRACT NO. 05616
CORRECTIONAL INDUSTRIES FURNITURE**

This Third Amendment ("Amendment") to Contract No. 0516 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 Department of Corrections, Correctional Industries, a Washington State governmental agency ("State") and is dated as of November 15, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.05616 for Correctional Industries Furniture dated effective as of January 1, 2017 ("Contract").
- B. The Parties previously amended the Contract April 1st, 2017 and October 15, 2017.
- 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:

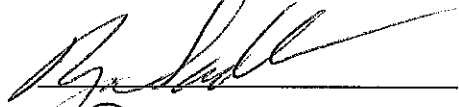
1. **TOPIC. Quantity Discounts:** CI will stop offering the 4% discount for most orders totaling over \$250,000.00 or more as articulated in Exhibit A.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; 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.

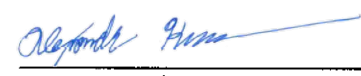
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized 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.

**WASHINGTON STATE CORRECTIONAL INDUSTRIES,
A WASHINGTON STATE GOVERNMENTAL AGENCY**

By: 
Name: Ryan Sauer
Title: Assistant Director
Date: 10/31/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 10/31/2022