

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

Pape' Material Handling
5518 E. Broadway
Spokane, WA 99212

**SECOND AMENDMENT
TO
CONTRACT NO. 06115
FORKLIFTS**

This Second Amendment ("Amendment") to Contract No. 06115 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 Pape' Material Handling, an Oregon Corporation ("Contractor") and is dated as of January 15, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 06115 for Forklifts dated effective as of November, 1, 2016 ("Contract").
- B. The Parties previously amended the Contract to adjust the applicable Vendor Management Fee (VMF) effective July, 1, 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

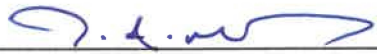
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **CATEGORY ITEM DELETIONS.** The Parties intend to amend the Contract by the request of Pape' Material Handling to remove Utiliv brand forklifts from the Contract in the following categories.
Class 1, Utiliv UT15PTE, UT18PTE and UT20PTE
Class 4, Utiliv UT25C and UT30C
Class 6, Utiliv UT25P and UT30P
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.

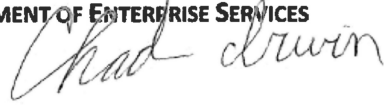
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized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

**PAPE' MATERIAL HANDLING,
AN OREGON CORPORATION**

By: 
 Name: JOE A. MCNAMENES
 Title: W.W.A. SALES MANAGER
 Date: 02-10-20

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Chad Irwin
 Title: Contracts & Procurement Supervisor
 Date: 01/12/2022

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

Pape' Material Handling Inc
9892 40th Ave., So
Seattle, WA 98118

**THIRD AMENDMENT
TO
CONTRACT NO. 06115
FORKLIFTS**

This Third Amendment ("Amendment") to Contract No. 06115 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 Pape' Material Handling Inc. ("Contractor") and is dated as of May 15, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 06115 for Forklifts dated effective as of November 01, 2016 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment No. 1 with effective date of July 01, 2017, to extend the Contract term through October 31, 2024, or until such time as a new Contract can be executed, if earlier, and to adjust the applicable Vendor Management Fee (VMF); and
 - b. Amendment No.2 with effective date of January 15, 2020, to remove Utiliv Brand forklifts from Pape' Material Handling's Contract in the following categories:
 - I. Class 1, Utiliv UT15PTE, UT18PTE and UT20PTE;
 - II. Class 4, Utiliv UT25C and UT30C; and
 - III. Class 6, Utiliv UT25P and UT30P.
- 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. Sub-section: "PPI price escalation/de-escalation" of, section 5.6 of the original solicitation is hereby deleted in its entirety and replaced with the following:
ECONOMIC Price ADJUSTMENT. Contractor must request price adjustments within one month before or three months after annual anniversary of the contract. Upon request, prices set forth in Exhibit B – Prices shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Producer Price Index (PPI), described below, for the most recent year. The correct PPI used from the BLS will be PPI by Industry: Material Handling Equipment Manufacturing PCU3339233392. Examples of price changes equations can be seen in sub-section: "PPI point change calculation formula", of section

5.6 of the original solicitation. However, the State shall not allow a PPI-based adjustment that results in a price increase of greater than five percent (5%) per year above previous year unless unprecedented circumstances caused by market fluctuations, and/or force majeure situations recommend to the State to practice its discretionary power to allow price increase of greater than five percent (5%) per year above previous year.

The percent adjustment will be applied to base vehicle price and all contract options (including deducts).

If an index is recoded, that is the replacement is a direct substitute for the prior index according to the BLS, this Master Contract will use the recoded index, as applicable. 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 State shall review Economic Price Adjustment request of the Contractor and shall inform the Contractor within sixty (60) business days of their decision on the Contractor's Economic Price Adjustment request.

Price increase request shall not be evaluated for potential increase if:

- a. Contractor does not request price increase; or
 - b. Contractor fails to submit its price increase request within one month before or three months after annual anniversary of the contract.
2. PRICE INCREASE PERCENT: Effective May 15, 2022, the price will be increased Nine-point Five percent (9.5%) to base vehicle price and all contract options (including deducts).
 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. 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.
 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.

**PAPE' MATERIAL HANDLING INC,
A CONTRACTOR**

By:



Name:

ANDREW BOISSONNEAU

Title:

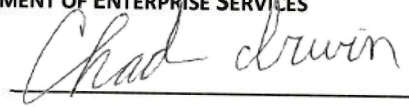
SALES MANAGER

Date:

05/06/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:



Name:

Chad Irwin

Title:

Contracts & Procurement Supervisor

Date:

05/13/2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 Pape' Material Handling, Inc. 9892 40th Ave. So Seattle, WA 98118	CONTRACT AMENDMENT	
	Contract No.	06115
	Amendment No.	4
	Effective Date	06.12.2023

**FOURTH AMENDMENT
TO
STATEWIDE CONTRACT No.06115
FORKLIFTS**

This Fourth Amendment ("Amendment") to Contract No. 06115 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 Pape' Material Handling, Inc., an Oregon corporation ("Contractor") and is dated as of June 12, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 06115 for Forklifts dated effective as of November 01, 2016 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - 1. Amendment No. 1 with an effective date of July 01, 2017, to extend the Contract term through October 31, 2024, or until such time as a new Contract can be executed, if earlier, and to adjust the applicable Vendor Management Fee (VMF).
 - 2. Amendment No.2 with an effective date of January 15, 2020, to remove Utiliv Brand forklifts from Pape' Material Handling Contract in the following categories:
 - I. Class 1, Utiliv UT15PTE, UT18PTE and UT20PTE;
 - II. Class 4, Utiliv UT25C and UT30C; and
 - III. Class 6, Utiliv UT25P and UT30P.
 - 3. Amendment No. 3 with an effective date of May 15, 2022, to grant Nine-point-Five (9.5%) percent price increase to base vehicle price and all contract options (including deducts).
- 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. ADDING NEW ITEMS TO THE CONTRACT: Pursuant to Section 5.5 "Changes" of the Contract, the parties intend to amend the Contract as follows:
 - a. Add the below new models of forklifts to Class 5:
 - I. H50A – Hyster - Model H50A, Series R177 Internal Combustion Pneumatic Tire, 5,000 lb. base capacity;
 - II. H60A – Hyster - Model H60A, Series R177 Internal Combustion Pneumatic Tire, 6,000 lb. base capacity;
 - III. H70A – Hyster - Model H70A, Series R177 Internal Combustion Pneumatic Tire, 7,000 lb. base capacity;
 - IV. H50UT – Hyster – Model H50UT, Series A3C1 Internal Combustion Pneumatic Tire, 5,000 lb. base capacity;
 - V. H60UT – Hyster – Model H60UT, Series A3C1 Internal Combustion Pneumatic Tire, 6,000 lb. base capacity; and
 - VI. H70UT – Hyster – Model H70UT, Series A3C1 Internal Combustion Pneumatic Tire, 7,000 lb. base capacity.
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.

**PAPE' MATERIAL HANDLING INC.,
AN OREGON CORPORATION**

By: 
Name: ANDREW BOISSONNEAU
Title: Sales Manager
Date: 6/8/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Kelli Carmony
Title: Procurement Supervisor
Date: 6/8/23