

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

North West Handling Systems Inc  
1100 SW 7 Street  
Renton, WA 98057

**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 North West Handling Systems, a Washington Corporation ("Contractor") and is dated as of November 17, 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. **PRICE CHANGES.** Price escalation/de-escalation will be based on dividing the Price Producers Index (PPI) value for month of contract award year, by the PPI value for the following annual contract anniversary date of contract award. The percent adjustment will be applied to base vehicle price and all contract options (including deducts). The correct PPI used from the Bureau of Labor and Statistics (BLS) will be PCU3339233392. All indexes are preliminary and subject to revision four months after original publication. Examples of price changes equations can be seen in section 5.6 of the solicitation. However, in no event will DES allow a PPI-based adjustment that result in a price increase of greater than five percent (5%) per year above the original price offered. From October 2016 to October 2019 the increase is 8%. This 8% increase will be applied to the 2016 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.

**NORTH WEST HANDLING SYSTEMS,  
AN WASHINGTON CORPORATION**

By: 

Name: Kurt Fluegge

Title: Sales Manager

Date: 11/4/20

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Chad Irwin

Title: Procurement Supervisor

Date: 11/20/2020

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Contracts & Procurement Division  
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**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 North West Handling Systems Inc ("Contractor") and is dated as of March 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 adjust the applicable Vendor Management Fee (VMF); and
  - b. Amendment No.2 with effective date of November 17, 2020, to modify PPI Price Escalation/De-escalation clause of original solicitation, and to grant the Contractor 8% price increase from October 2016 to October 2019.
- 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.

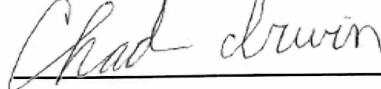
2. PRICE INCREASE PERCENT: Effective March 15, 2022, the price will be increased Seventeen-point Nine percent (17.9%) to base vehicle price and all contract options (including deducts).
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and 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.

**NORTH WEST HANDLING SYSTEMS INC,  
A WASHINGTON CORPORATION**

By:   
Name: Kurt Fluegge  
Title: Sales Manager  
Date: 3/9/22

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Chad Irwin  
Title: Contracts & Procurement Supervisor  
Date: 03/16/2022