

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	06115
Raymond Handling Concepts Corp. 3500 West Valley Hwy N Auburn, WA 98001	Amendment No.:	1
	Effective Date:	July 1, 2017

**FIRST AMENDMENT
TO
CONTRACT No. 06115
Forklifts**

This First 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 Raymond Handling Concepts Corp., a "Contractor" and is effective as of July 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 06115 dated effective as of 11/1/2016 ("Contract").
- B. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after July 1, 2017. Contract purchases made prior to July 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after July 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. **TERM.** The Contract term is amended to extend the term such that it shall terminate 10/31/2024, or until such time as a new contract can be executed, if earlier.
- 2. **VENDOR MANAGEMENT FEE.** Effective July 1, 2017, the Contract is hereby amended by deleting the existing provision in its entirety and inserting the following in lieu thereof:

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.

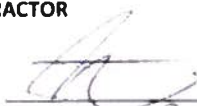
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. 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) 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. **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.

Raymond Handling Concepts Corp.
A CONTRACTOR

By: 
Name: John Carpenter
Title: Product Manager
Date: 06-27-2017

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Corey A. Jansol
Title: Contracts Specialist
Date: 06/27/2017

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

Raymond Handling Concepts Corporation
3500 West Valley Hwy North
Auburn, WA 98001

**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 Raymond Handling Concepts Corporation (“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 four percent (4%) 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.

**RAYMOND HANDLING CONCEPTS CORPORATION.
A CONTRACTOR**

By: 
Name: Shelley Allec
Title: Corporate Treasury Manager
Date: 03-10-22

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

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