

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	07815
MIControls, Inc. PO Box 80686 Seattle, WA 98108	Amendment No.:	1
	Effective Date:	July 1, 2017

**FIRST AMENDMENT
 TO
 CONTRACT NO. 07815
 HVAC PARTS**

This First Amendment ("Amendment") to Contract No. 07815 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 MIControls, Inc., a Washington corporation ("Contractor") and is effective as of July 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07815 dated effective as of 06/22/2016 ("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. **VENDOR MANAGEMENT FEE.** Section 3.6 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 3.6 - **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:

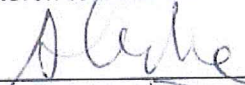
Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0150.

- (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.
2. **PRICING.** The Parties agree that, effective the same date as the VMF rate change, all Contract pricing shall be increased by .76% to cover the increased VMF rate. Such increase shall apply to all contract purchases pursuant to this Contract (purchase price less applicable sales tax). This price increase takes the effect of a 1.3% reduction in discount off list price, as reflected in the attached Price Worksheet.
 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.

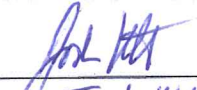
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and 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.

MICONTROLS, INC.,
A WASHINGTON CORPORATION

By: 
Name: Steve Roe
Title: President
Date: 6/1/17

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Josh Klitka
Title: Procurement Supervisor
Date: 6/1/17

Heating, Ventilation, and Air Conditioning Parts # 07815 Pricing and Ordering

Who Can Use this Contract:

Any Customer that is part of MCUA may use this contract:

Click this link to see if your organization is part of MCUA

<https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx>

How to Order from this Contract:

Customers may order HVAC parts from any one of the (5) five approved vendors listed below. Please review specific ordering instructions from the vendor you are doing business with. Each vendor provides a posted discount off their website or the PDF attached in this document. All of these vendors will provide HVAC Parts to any of the (6) regions within the State of Washington.

- 1. MIControls, Inc.**
- 2. G-A-P Supply Corporation, DBA: Johnstone Supply**
- 3. McGuire Bearing Company**
- 4. Refrigeration Supplies Distributor**
- 5. Mechtronics Controls, LLC DBA: HVAC USA**

Regions:



Appendix F Regional
 Map.pdf

NOTE Freight will be FOB destination, freight prepaid and included in bid prices.

MICONTROLS, Inc.:

<p>Primary contact/Address Name/Email:Trine Eriksen/trine@micontrols.com Address: PO Box 80686 Seattle WA 98108 Phone:206-767-0140</p>	<p>Sales reporting contact information Name/Email:Steve Roe/steve@micontrols.com Phone:206-767-0140</p>
<p>Management fee contact Name/Email:Siao Ling Kok/siaoling@micontrols.com Phone:206-767-0140</p>	<p>Address to send management fee invoices Company name:MIControls, Inc. Attn:Siao Ling Kok Address:PO Box 80686 City/State/Zip:Seattle WA 98108</p>
<p>Wash. Dept. of Revenue Registration No.</p>	<p>600543474</p>
<p>Federal Tax ID No. (TIN)*</p>	<p>91-1259920</p>
<p>*If your TIN is a Social Security Number, provide only the last four digits</p>	

HVAC PARTS and Supplies



07815

64.7% Discount off PDF Provided (see PDF's below)

Procedures for Ordering:

1. Orders can be placed by phone, email (seattlesales@miconcontrols.com), fax or in person at our Seattle or Portland store
2. Contact phone numbers: Seattle 800-877-8026 – Portland 800-737-8146
3. Products are sold FOB Destination except for those requiring air freight
4. A hard copy of a purchase request may be required for orders over \$5,000.00 or for special-ordered products
5. Invoices are mailed the day following shipment of goods
6. Products come with a manufacturer's warranty
7. Returns of products for credit must be pre-authorized and are subject to the manufacturers' T&C's. Restock charges and return freight charges may apply. Products returned must be in new and unused condition.

Contact Trine Eriksen

Phone 206-767-0140

Fax 206-763-7234

Email trine@miconcontrols.com

Supplier Number _____ if applicable

Payment Address MIControls, Inc. PO Box 80686 Seattle WA 98108

Payment Terms Net 30 Prompt Payment Discount 2% 10th, net 30

Delivery Dates: check all applicable

Monday x Tuesday x Wednesday x Thursday x Friday x Saturday Sunday

Hours of Service 7:00am – 5:00pm Monday-Friday

Emergency Service:

Yes No x Contact Name: _____ Phone/ Cell: _____

Delivery Time: In stock items One day ARO Out of Stock Items Manufacturer's lead time + 1 day
(typically 10-14 days ARO, but can vary)

Minimum Orders: Yes No x

HVAC PARTS and Supplies



07815



Gap Supply Company DBA: Johnstone Supply:

Primary contact/Address Name/Email: Mike Martinson/m.martinson@johnstonenw.com Address: 16860 SW 72 nd Ave, #100 Tigard, Or 97224 Phone: 503-597-7244	Sales reporting contact information Name/Email: Mike Martinson/m.martinson@johnstonenw.com Phone: 503-597-7244
Management fee contact Name/Email: Mike Martinson/m.martinson@johnstonenw.com Phone: 503-597-7244	Address to send management fee invoices Company name: Johnstone Supply Attn: Accounting Dept Address: Po Box 1668 City/State/Zip: Tualatin, Or 97062
Wash. Dept. of Revenue Registration No.	600-399-546
Federal Tax ID No. (TIN)*	93-0781875
*If your TIN is a Social Security Number, provide only the last four digits	

15% Discount off website products. (must register for website use). www.johnstonesupply.com

Contact Scott Spencer Phone (206) 816-3040 Fax (206) 816-3049
Email s.spencer@johnstonenw.com Supplier Number _____ If applicable
Payment Address Po Box 1668 Tualatin, Or 97062

Procedures for Ordering:

1. Website Online Catalog ordering available at www.johnstonesupply.com. Please contact Scott Spencer to request an Online Catalog Password and ordering instructions. See above for Scott's contact information. Please make sure to select the "Seattle Branch" prior to placing your order online. Please make sure you identify that your organization is included in the Washington State HVAC Parts and Supplies Contract 07815 to insure the discount available from Johnstone Supply. This information can be typed in the "Special Instructions Field" when placing the order through our Online Catalog.
2. Orders can be placed via phone by calling our Seattle Branch at 800-626-9833 or 206-826-3040. Please ask for Scott Spencer to place order and please make sure you identify that your organization is included in the Washington State HVAC Parts and Supplies Contract 07815 to insure the discount available from Johnstone Supply.
3. Orders can be sent via email to our Customer Service email address at cs.seattle@johnstonenw.com. Once the order is received by one of our Customer Service Representatives, they will confirm back to you via email that they have received your order. Please make sure you identify that your organization is included in the Washington State HVAC Parts and Supplies Contract 07815 to insure the discount available from Johnstone Supply.
4. Orders can be faxed to our Customer Service Fax # at 206-816-3049. Please make sure you identify that your organization is included in the Washington State HVAC Parts and Supplies Contract 07815 to insure the discount available from Johnstone Supply.

McGuire Bearing Company:

HVAC PARTS and Supplies



07815

Primary contact/Address Name/Email: Steven Kessinger skessinger@mcguirebearing.com Address: 5315 E. Trent Ave Spokane, WA. 99212 Phone: 509-535-1511	Sales reporting contact information Name/Email: Steven Kessinger skessinger@mcguirebearing.com Phone: 509-535-1511
Management fee contact Name/Email: Steven Kessinger skessinger@mcguirebearing.com Phone: 509-535-1511	Address to send management fee invoices Company name: McGuire Bearing Company Attn: Steven Kessinger Address: 5315 E. Trent Ave City/State/Zip: Spokane, WA. 99212
Wash. Dept. of Revenue Registration No.	6003220999
Federal Tax ID No. (TIN)*	93-0570601
*If your TIN is a Social Security Number, provide only the last four digits	N/A

65% Discount off website products.

<http://mcguirebearing.com/wp-content/uploads/2016/03/HVAC-Bid-3-31-16.pdf>

DELIVERY

Delivery Dates: check all applicable

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Hours of Service _____ 7:30 AM to 5:30 PM Monday through Friday _____

Emergency Service:

Yes No Contact Name: Call local number for Emergency Service instructions

Delivery Time: In stock items _1-2 days_ Out of Stock Items _Depends on item – usually 3-5 days

Contact Steven Kessinger Phone 509-535-1511 Fax 509-535-6685

Email spokane@mcguirebearing.com Supplier Number ___N/A___ if applicable

Payment Address ___947 SE Market Street Portland, OR. 97214___

Procedures for Ordering

Rev. 7/1/2017

1. Contact closest branch – in person – email – phone – fax - to place order
2. If needing help contacting closest branch please email spokane@mcquirebearing.com
3. Reference “Washington State HVAC Contract” pricing
4. Confirm delivery method and request an order acknowledgement if needed

REFRIGERATION SUPPLIES DISTRIBUTOR:

<p>Company Name and Address:</p> <p>Refrigeration Supplles Distributor</p> <p>212 E Pacific Ave</p> <p>Spokane, WA 99202</p>

50% Discount off website products.

http://www.rsd.net/wsc/price_list.php

<p>Primary contact/Address Name/Email: Tim Haymes thaymes@rsd.net Address: 212 E Pacific Ave., Spokane, WA 99202 Phone:509-981-4082</p>	<p>Sales reporting contact information Name/Email: Tim Haymes/thaymes@rsd.net Phone: 509-981-4082</p>
<p>Management fee contact Name/Email: Tim Haymes thaymes@rsd.net Phone: 509-981-4082</p>	<p>Address to send management fee invoices Company name: Refrigeration Supplies Distributor Attn: Accts Payable Address: 26021 Atlantic Ocean Dr. City/State/Zip: Lake Forest, CA 92630</p>

HVAC PARTS and Supplies



07815

Wash. Dept. of Revenue Registration No.	409021174
Federal Tax ID No. (TIN)*	95-1262130
*If your TIN is a Social Security Number, provide only the last four digits	

Locations:



RSD Locations.docx

ORDERING

WEB PAGE: http://www.rsd.net/wsc/price_list.php

Region being bid (copy and paste the area if an additional region and/or different contact information)

Olympic	X	North Central	X	Southwest	X
Northwest	X	South Central	X	Eastern	X

Contact : Tim Haymes Phone : 509-981-4082 Fax: 949-461-7454

Email: thaymes@rsd.net Supplier Number: W2209

Payment Address: 26021 Atlantic Ocean Dr., Lake Forest, CA 92630

Procedures for Ordering

1. Any order can be placed by phone to any of our Washington state or Portland, OR locations. See attached list.
2. Any order can be placed by e-mail to any of our Washington state or Portland, OR locations. See attached list.

3. Any order can be placed by fax to any of our Washington state or Portland, OR locations. See attached list.
4. Any order can be placed through our website at www.rsd.net. Access for ordering through the website requires a web account to be established. Any of our branch locations in Washington State or Portland, OR can assist with setting up a web account.
5. All orders can be will-called at any of our Washington state or Portland, OR locations.
6. All orders for stocked products that asked to be delivered will be shipped freight pre-paid via a carrier of RSD's choice.
7. All orders for stocked products requiring expedited freight will be shipped freight pre-paid and add.
8. All orders for non-stocked products will be shipped freight pre-paid and add.

MECHTRONICS CONTROLS, LLC DBA: HVAC USA

Primary contact/Address Name/Email: Lyndon Stout – Lyndon.Stout@hvacusa.com Address: 2615 W. Casino Rd, unit 5D, Everett, WA 98204 Phone (425) 367-6003	Sales reporting contact information Name/Email: Lyndon Stout – Lyndon.Stout@hvacusa.com Phone (425) 367-6003
Management fee contact Name/Email: Lyndon Stout – Lyndon.Stout@hvacusa.com Phone: (425) 367-6003	Address to send management fee invoices Company name: HVAC USA Attn: Lyndon Stout Address: 2615 W. Casino Rd, Unit 5D City/State/Zip: Everett, WA 98204
Wash. Dept. of Revenue Registration No.	602738077
Federal Tax ID No. (TIN)*	26-1880194

6% Discount off website products.

<http://www.hvacusa.com>

HVAC PARTS and Supplies



07815

ORDERING

WEB PAGE: WWW.HVACUSA.COM

Region being bid (copy and paste the area if an additional region and/or different contact information)

Olympic North Central Southwest
Northwest South Central Eastern

Contact: Lyndon Stout Phone (425) 367-8003 Fax (877) 632-4875

Email: Lyndon.Stout@hvacusa.com Supplier Number _____ if applicable

Payment Address: 2615 W. Casino Rd., Suite 5D Everett, WA 98204

DELIVERY

Delivery Dates: check all applicable

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Hours of Service 7:00 am to 4:30 pm

Emergency Service:

Yes No Contact Name: Lyndon Stout Phone/ Cell: (360) 631-6883

Delivery Time: In stock items: 1-Day Out of Stock Items: 7 to 21 Days

Minimum Orders: Yes No

HVAC PARTS and Supplies



07815

Procedures for Ordering

- 1. All orders can be placed by calling our store at 425-367-6003 or email orders to Lyndon.Stout@hvacusa.com**
- 2. Purchase Orders are to state this contract number 07815**
- 3. Orders will ship complete, items not in stock will be placed with the manufacturer and buyer will be notified of estimated ship dates.**
- 4. Invoices will be mailed to the corresponding address on the purchase order**
- 5. Payment terms are Net-30. Credit Cards (Visa, Master Card, Discover & American Express) are accepted at time of order.**

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	07815
G-A-P Supply Corp dba. Johnstone Supply 16650 SW 72 nd Ave., #100 Tigard, OR 97224	Amendment No.:	2
	Effective Date:	June 23, 2018

**SECOND AMENDMENT
TO
CONTRACT No. 07815
HVAC PARTS**

This second Amendment ("Amendment") to Contract No. 07815 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 Gap Supply Corp dba. Johnstone Supply, an Oregon corporation ("Contractor") and is effective as of June 23, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07815 for HVAC Parts dated effective as of 06/23/2016 ("Contract").
- B. The Parties previously amended the Contract once, effective as of 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. **TERM.** The term of the Contract is hereby extended to expire on December 22, 2018 or until a new Master Contract for HVAC Parts is executed, whichever occurs first.
- 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.

**G-A-P SUPPLY CORP DBA. JOHNSTONE SUPPLY
AN OREGON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Mike Martinson
Name: Mike Martinson
Title: Regional VP / owner
Date: 6/21/18

By: Josh Kliten
Name: Josh Kliten
Title: Procurement Supervisor
Date: 6/21/18

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	07815
MI Controls, Inc. 6516 Fifth Place South Seattle, WA 98108	Amendment No.:	2
	Effective Date:	June 23, 2018

**SECOND AMENDMENT
TO
CONTRACT NO. 07815
HVAC PARTS**

This second Amendment ("Amendment") to Contract No. 07815 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 MI Controls, Inc., a Washington corporation ("Contractor") and is effective as of June 23, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07815 dated effective as of 06/22/2016 ("Contract").
- B. The Parties previously amended the Contract once, effective as of 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. **TERM.** The term of the Contract is hereby extended to expire on December 22, 2018 or until a new Master Contract for HVAC Parts is executed, whichever occurs first.
- 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.

MI CONTROLS, INC.
A WASHINGTON CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

[Handwritten Signature]

 STEVE ROG

 PRESIDENT

 06/21/2018

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: _____

Title: _____

Date: _____

[Handwritten Signature]

 Josh Kliska

 Procurement Supervisor

 6/21/18

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	07815
MI Controls, Inc. 6516 Fifth Place South Seattle, WA 98108	Amendment No.:	3
	Effective Date:	December 22, 2018

**THIRD AMENDMENT
TO
CONTRACT NO. 07815
HVAC PARTS**

This third Amendment ("Amendment") to Contract No. 07815 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 MI Controls, Inc., a Washington corporation ("Contractor") and is effective as of December 22, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07815 dated effective as of 06/22/2016 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment number one effective as of July 1, 2017.
 - b. Amendment number two effective as of June 23, 2018.
- 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 term of the Contract is hereby extended to expire on March 31, 2019.
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.


MI CONTROLS, INC.

A WASHINGTON CORPORATION

By: 
Name: Steve Roe
Title: President
Date: 12/19/18

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Josh Klein
Title: Procurement Supervisor
Date: 12/19/18

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

MI Controls, Inc.
6516 Fifth Place South
Seattle, WA 98108

**FOURTH AMENDMENT
TO
CONTRACT NO. 07815
HVAC PARTS**

This fourth Amendment ("Amendment") to Contract No. 07815 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 MI Controls, Inc., a Washington corporation ("Contractor") and is effective as of March 31, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07815 for HVAC parts dated effective as of June 23, 2016 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment number one for Vendor Management Fee, effective as of July 1, 2017.
 - b. Amendment number two for Term Extension, effective as of June 23, 2018.
 - c. Amendment number three for Term Extension, effective as of December 22, 2018.
- 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 term of the Contract is hereby extended to expire on June 30, 2019, or at such time that a new contract is awarded based upon DES Competitive Solicitation #00418.
- 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.

MI CONTROLS, INC.
A WASHINGTON CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

Rick Schwan
 Rick Schwan
 President / GM
 3/30/2019

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: _____

Title: _____

Date: _____

Josh Klien
 Josh Klien
 Procurement Supervisor
 4/10/19

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

MIControls, Inc.
6516 Fifth Place South
Seattle, WA 98108

**FIFTH AMENDMENT
TO
CONTRACT NO. 07815
HVAC PARTS**

This Fifth Amendment ("Amendment") to Contract No. 07815 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 MIControls, Inc., a Washington corporation ("Contractor") and is effective as of June 30, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07815 for HVAC Parts dated effective as of June 16, 2016 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment number one for Vendor Management Fee, effective as of July 1, 2017.
 - b. Amendment number two for Term Extension, effective as of June 23, 2018.
 - c. Amendment number three for Term Extension, effective as of December 22, 2018.
 - d. Amendment number four for Term Extension, effective as of March 31, 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. **TERM.** The term of the Contract is hereby extended to expire on December 31, 2019.
- 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.

MICONTROLS, INC.
A WASHINGTON CORPORATION

By: [Signature]

Name: Trine Eriksen

Title: Operations Manager

Date: 6/7/19

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: [Signature]

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 6/19/19

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

MIControls, Inc.
6516 Fifth Place South
Seattle, WA 98108

**SIXTH AMENDMENT
TO
CONTRACT NO. 07815
HVAC PARTS**

This Sixth Amendment ("Amendment") to Contract No. 07815 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 MIControls, Inc., a Washington corporation ("Contractor") and is effective as of December 30, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07815 for HVAC Parts dated effective as of June 16, 2016 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment number one for Vendor Management Fee, effective as of July 1, 2017.
 - b. Amendment number two for Term Extension, effective as of June 23, 2018.
 - c. Amendment number three for Term Extension, effective as of December 22, 2018.
 - d. Amendment number four for Term Extension, effective as of March 31, 2019
 - e. Amendment number five for Term Extension, effective as of June 30, 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. **TERM.** The term of the Contract is hereby extended to expire on March 31, 2020.
- 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.

MICONTROLS, INC.

A WASHINGTON CORPORATION

By: 

Name: Trine Eriksen

Title: Ops Manager

Date: 12/19/19

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 12/19/19

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

MIControls, Inc.
6516 Fifth Place South
Seattle, WA 98108

**SEVENTH AMENDMENT
TO
CONTRACT NO. 07815
HVAC PARTS**

This Seventh Amendment to Contract No. 07815 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 MIControls, Inc., a Washington corporation ("Contractor") and is dated effective as of April 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07815 for HVAC Parts dated effective as of June 16, 2016 ("Contract").
- B. The Parties previously amended the Contract as follows:
- Amendment number one for Vendor Management Fee, effective as of July 1, 2017.
 - Amendment number two for Term Extension, effective as of June 23, 2018.
 - Amendment number three for Term Extension, effective as of December 22, 2018.
 - Amendment number four for Term Extension, effective as of March 31, 2019.
 - Amendment number five for Term Extension, effective as of June 30, 2019.
 - Amendment number six for Term Extension, effective as of December 30, 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:

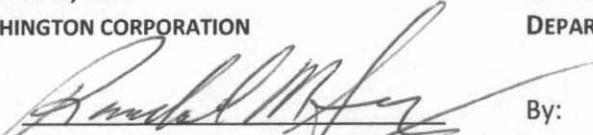
1. **TERM.** The Contract term is amended to extend the term twenty-seven (27) months, ending June 30, 2022, or until such time that a replacement contract is awarded, if earlier.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and 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.

MICONTROLS, INC.
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
 Name: BANDAL M. SNEEBY
 Title: ACCOUNT EXECUTIVE
 Date: 3/17/2020

By: Danny Pratt (Electronic Signature)
 Name: Danny Pratt
 Title: Contract Specialist 3
 Date: March 17, 2020

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

MIControls, Inc.
6516 Fifth Place South
Seattle, WA 98108

**EIGHTH AMENDMENT
TO
CONTRACT NO. 07815
HVAC PARTS**

This Eighth Amendment to Contract No. 07815 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 MIControls, Inc., a Washington corporation ("Contractor") and is dated effective as of October 31, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07815 for HVAC Parts dated effective as of June 16, 2016 ("Contract").
- B. The Parties have previously amended the Contract as follows:
- Amendment number one for Vendor Management Fee, effective as of July 1, 2017.
 - Amendment number two for Term Extension, effective as of June 23, 2018.
 - Amendment number three for Term Extension, effective as of December 22, 2018.
 - Amendment number four for Term Extension, effective as of March 31, 2019.
 - Amendment number five for Term Extension, effective as of June 30, 2019.
 - Amendment number six for Term Extension, effective as of December 30, 2019.
 - Amendment Number seven for Term Extension, effective as of April 1, 2020.
- 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 term of this contract is hereby extended to its max term of June 30, 2024.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

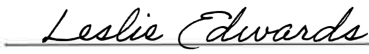
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, 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.

MICONTROLS, INC.
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: BRETT DAWSON
Title: GENERAL MANAGER
Date: 9-24-21

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 9/27/2021