

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
Refrigeration Supplies Distributor, dba RefrigerationSuppliesDistributor, Inc. 212 E Pacific Ave. Spokane, WA 99202	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 Refrigeration Supplies Distributor, a California 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).

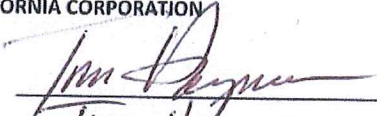
- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
- Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0150.
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as 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. 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

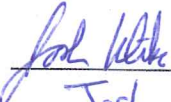
of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

REFRIGERATION SUPPLIES DISTRIBUTOR DBA.
REFRIGERATION SUPPLIES DISTRIBUTOR, INC.,
A CALIFORNIA CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Tim Haymes
Title: District Business Mgr
Date: 5/30/17

By: 
Name: Josh Kliska
Title: Procurement Supervisor
Date: 5/30/17

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	07815
Refrigeration Supplies Distributor 212 E Pacific Ave. Spokane, WA 99202	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 Refrigeration Supplies Distributor, a California 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.

**REFRIGERATION SUPPLIES DISTRIBUTOR
A CALIFORNIA CORPORATION**

By: 
 Name: DOUG COLLINS
 Title: CFO
 Date: 6/7/18

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Josh Kliten
 Title: Procurement Supervisor
 Date: 6/7/18

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
Refrigeration Supplies Distributor 212 E Pacific Ave. Spokane, WA 99202	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 Refrigeration Supplies Distributor, a California 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:

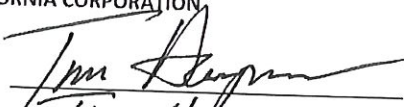
1. **TERM.** The term of the Contract is hereby extended to expire on March 31, 2019.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement 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.

REFRIGERATION SUPPLIES DISTRIBUTOR
A CALIFORNIA CORPORATION

By: 
Name: TIM HOLMES
Title: DISTRICT BUSINESS MGR
Date: 12/07/18

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: JOSH KLITA
Title: Procurement Supervisor
Date: 12/17/18

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

Refrigeration Supplies Distributor
212 E Pacific Ave.
Spokane, WA 99202

**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 Refrigeration Supplies Distributor, a California 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.

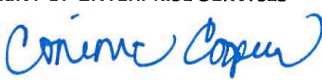
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized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

**REFRIGERATION SUPPLIES DISTRIBUTOR
A CALIFORNIA CORPORATION**

By: 
 Name: TIM HAYES
 Title: DISTRICT BUSINESS MGR
 Date: 3/18/19

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Corinna Cooper
 Title: Acting Goods & Services Manager
 Date: 3/18/2019

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

Refrigeration Supplies Distributor
26021 Atlantic Ocean Dr.
Lake Forest, CA 92630

**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 Refrigeration Supplies Distributor, a California 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.

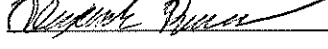
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement 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.

REFRIGERATION SUPPLIES DISTRIBUTOR
A CALIFORNIA CORPORATION

By: 
Name: TIM HAYMES
Title: DISTRICT BUSINESS MGR
Date: 6/7/19

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
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

Refrigeration Supplies Distributor
26021 Atlantic Ocean Dr.
Lake Forest, CA 92630

**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 Refrigeration Supplies Distributor, a California 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

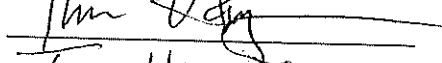
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 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.

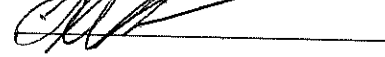
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized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

REFRIGERATION SUPPLIES DISTRIBUTOR
A CALIFORNIA CORPORATION

By: 
Name: Tim Haynes
Title: District Business Mgr
Date: 12/19/19

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
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

Refrigeration Supplies Distributor
26021 Atlantic Ocean Dr.
Lake Forest, CA 92630

**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 Refrigeration Supplies Distributor, a California 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:

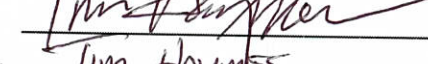
1. **TERM.** The Contract term is amended to extend the term twenty-seven (27) months, ending June 30, 2022, or until such time that a replacement contract is awarded, if earlier.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and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

**REFRIGERATION SUPPLIES DISTRIBUTOR
A CALIFORNIA CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Tim HAYMES
 Title: DISTRICT Business Mgr
 Date: 3/16/20

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

Refrigeration Supplies Distributor
26021 Atlantic Ocean Dr.
Lake Forest, CA 92630

**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 Refrigeration Supplies Distributor, a California corporation ("Contractor") and is dated effective as of October 1, 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 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.

**REFRIGERATION SUPPLIES DISTRIBUTOR
A CALIFORNIA CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Joshua Nelson*
 Name: Joshua Nelson
 Title: District Business Manager
 Date: 9/23/21

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