

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	12722
Mallory Safety and Supply Inc 1040 Industrial Way, PO Box 2068 Longview, WA 98632	Amendment No.:	1
	Effective Date:	05/30/2024

**FIRST AMENDMENT
TO
CONTRACT NO. 12722
MEDICAL PERSONAL PROTECTIVE EQUIPMENT**

This First Amendment (“Amendment”) to Contract No. 12722 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 (“Enterprise Services”) and Mallory Safety and Supply Co., a Washington LLC (“Contractor”) and is dated as of May 30, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 12722 dated effective as of November 1, 2023 (“Contract”).
- B. The Parties have not previously amended the Contract.
- 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. **PRODUCT LIST ADDITIONS.** Exhibit A: Price List is to be removed and replaced with Exhibit A: Price List updated 5.30.24 in order to reflect additional relevant products incorporated into the Price List. The products added and incorporated to the new Exhibit A: Price List updated 5.30.24 are listed below.
2. **NONDISCRIMINATION.** The following provision is added as a new subsection of the Contract in the General Provisions section:
 - 18.25. **NONDISCRIMINATION.**
 - (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor,

including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 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.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
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.

**Mallory Safety and Supply Co.,
A Washington LLC**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Carolyn Banks*
Carolyn Banks (May 30, 2024 11:32 PDT)
Name: Carolyn Banks
Title: GSA Contract Administrator
Date: 30/05/24

By: *Nick Ioanna*
Name: Nicholas Ioanna
Title: Procurement Supervisor
Date: 30/05/24

EXHIBIT A- PRICE LIST UPDATED 5.30.24 ADDED PRODUCTS

Supplier	Part Number	Description	Price
Avon	72601-250-3	Mask Assy FM53 Twinport incl VPU w/Mic, LG	\$1,645.43
Avon	72601-250-6	Mask Assy FM53 Twinport incl VPU w/Mic, MD	\$1,645.43
Avon	72601-250-9	Mask Assy FM53 Twinport incl VPU w/Mic, SM	\$1,645.43
Avon	72601-250-12	Mask Assy FM53 Twinport incl VPU w/Mic, XS	\$1,645.43
Avon	72601-231	Kit includes: Twin Port FM53 APR, clear outsert assembly, bluebloker oust assembly, CBRNCF50 canister, CTCF50 riot agent canister, Universal carrier & storage faceform, Xsmall	\$1,953.66
Avon	72601-230	Kit includes: Twin Port FM53 APR, clear outsert assembly, bluebloker oust assembly, CBRNCF50 canister, CTCF50 riot agent canister, Universal carrier & storage faceform, Small	\$1,953.66
Avon	72601-229	Kit includes: Twin Port FM53 APR, clear outsert assembly, bluebloker oust assembly, CBRNCF50 canister, CTCF50 riot agent canister, Universal carrier & storage faceform, Medium	\$1,953.66
Avon	72601-228	Kit includes: Twin Port FM53 APR, clear outsert assembly, bluebloker oust assembly, CBRNCF50 canister, CTCF50 riot agent canister, Universal carrier & storage faceform, Large	\$1,953.66
Avon	70501-155	Vision Correction Assembly, For PC50, C50, FM50 And FM53 Masks	\$115.24
Avon	70501-156	Outsert Assembly, Polycarbonate, Clear, For PC50, C50, FM50 And FM53 Masks	\$66.59

Avon	72602-2	CBRNCF50 Gas Mask Canister, Black, For FM53 Masks	\$94.76
Avon	72601-136	Manual Control Lever, Variable Resistance Exhalation Unit, For FM53 Masks	\$70.85
Avon	70501-697-5	KIT FM54 TWIN PORT SPEC RESPONDER SZ XS,	\$1,150.61
Avon	70501-697-6	KIT FM54 TWIN PORT SPEC RESPONDER SZ SM	\$1,150.61
Avon	70501-697-7	KIT FM54 TWIN PORT SPEC RESPONDER SZ MD	\$1,150.61
Avon	70501-697-8	KIT FM54 TWIN PORT SPEC RESPONDER SZ LG	\$1,150.61
Avon	602651	VOICE PROJECTION UNIT FM53 FM54 GEN II W MICROPHONE ASSY	\$810.98
Avon	ST54-N-45-10-10-00-00-10-10-60-F	SCBA NIOSH, 4500 psi, fractional gauge, whistle, boot, black, std CGA, regulator-H compact demand valve, 60 min carbon black cylinder, cylinder bag black 60/70 min.	\$5941.50
Avon	ST54-N-45-10-10-00-00-10-10-20-E	SCBA ST54 45 MINUTE CARBON FIBER	\$7,055.49
Avon	605362	SCBA 45 MINUTE CYLINDER ONLY	\$1,435.00
MSA	813859	MSA Advantage 1000 Riot Air Purifying Respirator, Small	\$578.05
MSA	813860	MSA Advantage 1000 Riot Air Purifying Respirator, Medium	\$578.05
MSA	813861	MSA Advantage 1000 Riot Air Purifying Respirator, Large	\$581.71
MSA	817590	MSA Canister for Advantage 1000 Riot Air Purifying Respirator,6/box	\$471.95









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Final Audit Report

2024-05-30

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