

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

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.:	2
	Effective Date:	08/20/2024

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

This Second 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 August 20, 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 previously amended the Contract one (1) time.
 - a. Amendment One dated May 30, 2024, added products and inserted Section 18.25 Nondiscrimination clause.
- 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 updated 5.30.24 is to be removed and replaced with Exhibit A: Price List updated 8.20.24 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 8.20.24 are listed below.
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.** 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.
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.

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

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Carolyn Banks (Aug 14, 2024 12:45 PDT)

By: 

Name: Carolyn Banks

Name: Nicholas Ioanna

Title: GSA Contract Administrator

Title: Procurement Supervisor

Date: 08/14/24

Date: 08/19/24

EXHIBIT A- PRICE LIST UPDATED 8.20.24 ADDED PRODUCTS

Supplier	Part Number	Description	Price
Avon	70501188	MASK C50 ASSEMBLY MD	\$432.47
Avon	70501189	MASK C50 ASSEMBLY SM	\$432.47
Avon	70501187	MASK C50 ASSEMBLY LG	\$432.47
Avon	726063	FILTER CTCF50 RIOT AGENT 4 PK	\$200.00
Avon	7160111	VOICE PROJECTION UNIT WITH MIC ASSY FOR C50, FM50	\$663.64
MSA	813860	MSA Advantage 1000 Riot Air Purifying Respirator, Small	\$578.05
MSA	813859	MSA Advantage 1000 Riot Air Purifying Respirator, Medium	\$578.05

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.:	3
	Effective Date:	10/31/2024

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

This Third 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 October 31, 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 previously amended the Contract two (2) times.
 - a. Amendment One dated May 30, 2024, added products and inserted Section 18.25 Nondiscrimination clause.
 - b. Amendment Two dated August 20, 2024, added products with Exhibit A: Price List updated 8.20.24
- 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 updated 8.20.24 is to be removed and replaced with Exhibit A: Price List updated 10.31.24 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 10.31.24 are listed below.

2. **PAY EQUALITY.** The following provision is added to the end of section 4 (Reps and Warranty) as a new subsection:

4.19 **WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS.** Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

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 (Oct 26, 2024 17:12 PDT)

Name: Carolyn Banks

Title: GSA Contract Administrator

Date: 10/26/24

By: *Nick Ioanna*

Name: Nicholas Ioanna

Title: Procurement Supervisor

Date: 10/28/24

EXHIBIT A- PRICE LIST UPDATED 10.31.24 ADDED PRODUCTS

Supplier	Part Number	Description	Price
Avon	70501-555	C50 First Responder Kit LG	\$ 760.96
Avon	70501-556	C50 First Responder Kit MD	\$ 760.96
Avon	70501-557	C50 First Responder Kit SM	\$ 760.96
Avon	70501-632	PC50 APR Assembly, Twin Port LG	\$ 340.24
Avon	70501-633	PC50 APR Assembly, Twin Port MD	\$ 340.24
Avon	70501-634	PC50 APR Assembly, Twin Port SM	\$ 340.24
Avon	70501-628-1	PC50 Enforcer Kit LG	\$ 490.24
Avon	70501-628-2	PC50 Enforcer Kit MD	\$ 490.24
Avon	70501-628-3	PC50 Enforcer Kit SM	\$ 490.24
Avon	71400-1	FM50 APR Assembly LG	\$ 550.61
Avon	71400-2	FM50 APR Assembly MD	\$ 550.61
Avon	71400-3	FM50 APR Assembly SM	\$ 550.61
Avon	71450-1	FM50 APR System LG	\$ 781.10
Avon	71450-1	FM50 APR System MD	\$ 781.10
Avon	71450-1	FM50 APR System SM	\$ 781.10