

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
L.N. Curtis and Sons dba Curtis Blue Line 6507 S 208 th St Kent, WA 98032

CONTRACT AMENDMENT	
Contract No.	15322
Amendment No.	1
Effective Date	May 15, 2023

**FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 15322
LESS LETHAL MUNITIONS**

Christopher E. Putman

This First Amendment (“Amendment”) to Contract No. 15322 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 L.N. Curtis and Sons dba Curtis Blue Line a California corporation (“Contractor”) and is dated as of May 15, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 15322 for Less Lethal Munitions dated effective as of December 10, 2022 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

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. ECONOMIC ADJUSTMENT. Section 3.3 Economic Adjustment is deleted and replaced in its entirety with the following:

3.3 GOODS, SERVICES AND PRICING. Pricing shall remain firm and fixed for one (1) year from the Contract’s effective date. Contractor agrees to provide the same Agency Price List percentage discount for all manufacturer’s products in the awarded category. Agency Price List percentage discount for each manufacturer and their respective categories are identified in the table below. After the initial one (1) year term, Contractor, upon mutual agreement with the State, may update their pricing list, however; must hold the Agency Price List discount. Agency Price List percentage discounts remain the same for the entire duration of the Contract.

Category	Category Name	Percent off Agency Price List	Manufacturer (MFR)
1	Aerosols	15.00%	Defense Technology

On a quarterly basis, beginning after the first quarter of 2023, Contractor may provide an updated product list. Product list shall be entitled "Curtis Blue Line Products & Pricing List" and dated with applicable quarterly effective date. The State will post the "Curtis Blue Line Products & Pricing List" with updates for applicable quarter on the DES Contract Summary page for the Contract.

The product and pricing list posted on the DES Contract Summary page will constitute the official pricing for products listed. Contractor shall not charge customers a higher amount than what is listed on the "Hurricane Butterfly Product & Pricing List" posted on the DES Contract Summary page, except for exclusions stated in Exhibit B - Additional Information.

Contractor agrees to submit a revised Agency Price List, as needed, to the Contract Administrator thirty (30) calendar days prior to the effective date of the change.

Quarter	Request Received By	Effective Date of Change
January 1 – March 31	December 1	January 1
April 1 – June 30	March 1	April 1
July 1 – September 30	June 1	July 1
October 1 – December 31	September 1	October 1

Revised Agency Price List must include the following:

- a. All deleted products must be struck through, and
 - b. All added products must be highlighted, and
 - c. All changes must include an effective date of the change.
2. TEMPORARY PRICE ADJUSTMENT (TPA). Section 3.5 Temporary Price Adjustment is deleted in its entirety.
 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.

**L.N. CURTIS AND SONS DBA CURTIS BLUE LINE,
A CALIFORNIA CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Christopher E Putman*
Christopher E Putman (May 4, 2023 09:09 PDT)
Name: Christopher E. Putman
Title: Division Manager
Date: 05/04/2023

By: *Nick Ioanna*
Name: Nicholas Ioanna
Title: Procurement Supervisor
Date: 5/4/2023










15322 CBL AMD1-Final

Final Audit Report

2023-05-04

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