

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
Hurricane Butterfly Law Enforcement 100 Andover Park W Ste 150-105 Tukwila, WA 98188

<b>CONTRACT AMENDMENT</b>	
Contract No.	15322
Amendment No.	1
Effective Date	May 15, 2023

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

JW

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 Hurricane Butterfly Law Enforcement, LLC a Washington limited liability company (“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	2.00%	CTS
2	Impact Munitions	2.00%	CTS
3	Chemical-Irritant Munitions	2.00%	CTS
4	Distraction Devices	2.00%	CTS
5	Breaching Munitions	2.50%	Royal Arms
		2.00%	CTS
6	Pneumatic Less Lethal Munitions	5.00%	PepperBall

On a quarterly basis, beginning after the first quarter of 2023, Contractor may provide an updated product list. Product list shall be entitled "Hurricane Butterfly Product & Pricing List" and dated with applicable quarterly effective date. The State will post the "Hurricane Butterfly Product & 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. EXHIBIT B - INCLUDED GOODS/SERVICES/PRICES. **Exhibit B – Included Goods/Services/Prices** of the contract is hereby amended by deleting the existing *Exhibit B – Included Goods/Services/Prices* in its entirety and inserting the attached **Exhibit B - Additional Information**, effective May 15, 2023. As of the effective date of this amendment, any reference to the attached **Exhibit B – Included Goods/Services/Prices** shall be deemed to be a reference to the attached **Exhibit B – Additional Information**, effective May 15, 2023.
  4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

5. 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.
6. 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.
7. 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.
8. 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.

**HURRICANE BUTTERFLY LAW ENFORCEMENT,  
A WASHINGTON LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Jason Wong*  
Jason Wong (May 3, 2023 15:55 MDT)  
 Name: Jason Wong  
 Title: Manager  
 Date: 3 May 2023

By: *Nick Ioanna*  
 Name: Nicholas Ioanna  
 Title: Procurement Supervisor  
 Date: 5/3/23

## ADDITIONAL INFORMATION

1. DISCOUNTS. Contractor agrees to the following discounted pricing options:
  - a) Within the 40mm impact munition and chemical munition product lines, the minimum unit of measurement may be met by multiple products. Mix-and-match of like products to meet the minimum UOM is permitted
  - b) For orders under \$10,000, Contractor will pursue best efforts in keeping top selling CTS products, Pepperball projectiles, and Royal Arms ammunition identified within this contract in stock and available for delivery within ten (10) business days.
  - c) Orders for CTS products that exceed \$10,000 that are needed immediately, and/or are shipped from Contractor inventory shall not incur any additional discount beyond the contract price. Contractor shall pursue best efforts to deliver from existing inventory within 10 business days if in stock.
  - d) Orders for CTS products that exceed \$10,000 are eligible to be shipped direct from the CTS factory for an additional 8% off agency price. Under this term, the total discount shall be 10% off agency price. Delivery shall comply with the 90-day contract delivery terms. Purchaser shall decide whether to invoke this additional discount prior to, or upon issuance of a purchase order. If the Purchaser does not invoke the additional discount and delivery time frame within the purchase order, the sales price shall default to the Contract price.
2. TRAVEL COSTS. Contractor agrees where applicable, any travel expenses related to maintenance and repair services will not exceed the allowable expenses in the Washington Statewide Accounting Manual ([SAAM](#)), Chapter 10. All travel related expenses must be mutually agreed in writing between Contractor and Purchaser and included in ordering paperwork as a separate line item prior to work being performed.










# 15322 HBLE AMD1

Final Audit Report

2023-05-03

Created:	2023-05-01
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeomzqT9GmyCbBldEWASga51__z8qsmeQ

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-  Document emailed to jason@hurricanebutterfly.net for signature  
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2023-05-03 - 9:54:11 PM GMT- IP address: 98.97.115.92
-  Signer jason@hurricanebutterfly.net entered name at signing as Jason Wong  
2023-05-03 - 9:55:03 PM GMT- IP address: 98.97.115.92
-  Document e-signed by Jason Wong (jason@hurricanebutterfly.net)  
Signature Date: 2023-05-03 - 9:55:05 PM GMT - Time Source: server- IP address: 98.97.115.92
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State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	15322
Hurricane Butterfly Law Enforcement, LLC 100 Andover Park West, Suite 150-105 Tukwila, WA 98188	Amendment No.:	2
	Effective Date:	9/16/2024

**SECOND AMENDMENT  
TO  
CONTRACT NO. 15322  
LESS LETHAL MUNITIONS**

This Second 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 (“Enterprise Services”) and Hurricane Butterfly Law Enforcement, LLC, a Washington Limited Liability Company (“Contractor”) and is dated as of September 16, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 15322 dated effective as of 12/10/2022 (“Contract”).
- B. The Parties previously amended the Contract as follows:
  - (1) Deleted Section 3.3, Economic Adjustment, and replaced it with Section 3.3, Goods, Services, and Pricing.
- C. The Parties now desire to amend the Contract to Extend the Contract thirty-six (36) months to 12/9/2027.
- D. The amendment set forth herein is within the scope of the Contract.

**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. **CONTRACT EXTENSION.** The Contract is Extended thirty-six (36) months to 12/9/2027.
- 2. **NONDISCRIMINATION.** The following provision is added to the end of section 18 (General Provisions) as a new subsection:
  - 18.24 **NONDISCRIMINATION.**
    - (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment,

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. PAY EQUALITY. The following provision is added to the end of section 18 (General Provisions) as a new subsection:

18.25 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.


4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. 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.
6. 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.
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8. 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.

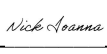


EXECUTED AND EFFECTIVE as of the day and date first above written.

**HURRICANE BUTTERFLY LAW ENFORCEMENT, LLC,  
A WASHINGTON LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Jason Wong  
Title: Manager  
Date: 09/16/24

By:   
Name: Nicholas Ioanna  
Title: Procurement Supervisor  
Date: 09/16/24









# 15322 HBLE AMD2

Final Audit Report

2024-09-16

Created:	2024-09-14
By:	Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
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