

NASPO Master Agreement No.: 05316

Amendment No.: 03

Effective Date: March 13, 2020

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

Stertil-Koni U.S.A., Inc.
200 Log Canoe Circle
Stevensville, MD

**THIRD AMENDMENT
TO
NASPO VALUEPOINT MASTER AGREEMENT NO. 05316
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

This Third Amendment ("Amendment") to the State of Washington's Contract No. 05316 for NASPO ValuePoint Master Agreement 05316 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 Stertil-Koni U.S.A., a Maryland Corporation ("Contractor") and is dated as of March 13, 2020.

RECITALS

- A. Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements pertaining to certain competitively awarded master agreements. See RCW 39.26.060.
- B. Enterprise Services, on behalf of the State of Washington, is a member of the NASPO ValuePoint Cooperative Purchasing program, a nonprofit public cooperative contracting association in which all of the cooperative contracts are led by one of the fifty states on behalf of NASPO ValuePoint Cooperative Purchasing Program member states.
- C. In 2017, Enterprise Services, on behalf of the State of Washington, led a competitive procurement, structured as a NASPO ValuePoint cooperative procurement for Vehicle Lifts and Garage Associated Equipment.
- D. State and Contractor (collectively "Parties") entered into that certain Master Agreement No. 05316 for Vehicle Lifts and Garage Associated Equipment dated effective as of February 10, 2017 ("Contract").
- E. The Parties previously amended the Contract as follows:
 - a. Amendment 02, 05316a02 dated February 10, 2019.
- F. The amendment set forth herein is within as follows:
 - a. Master Contract, Section 8.1, Contract Administration & Notices
- G. 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. **CONTRACT ADMINISTRATION & NOTICES.** Master Contract, Section 8.1 is hereby amended by deleting the existing section 8.1 in its entirety and inserting the following in lieu thereof:

CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single point of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Ms. Antoinette Sanfilippo
Washington Dept. of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411
360-407-9390
Email: Antoinette.Sanfilippo@des.wa.gov

Contractor

Attn: Ms. Kellie Boehm
Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville, MD 21666
410-643-4434
Email: Kellie@stertil-koni.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

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.

**STERTIL-KONI U.S.A., INC.,
A MARYLAND CORPORATION**

By: Kellie Boek
Name: Kellie Boehn
Title: Admin. Sales Mgr
Date: March 13, 2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Antoinette Sanfilippo
Title: Contracts Specialist 3
Date: 04/06/2020