

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

DeVries Business Records Management, Inc.
601 E Pacific Avenue
Spokane, WA 99202

**FIRST AMENDMENT
TO
CONTRACT NO. 00419
DOCUMENT DESTRUCTION SERVICES**

This First Amendment ("Amendment") to Contract No. 00419 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 DeVries Business Records Management, Inc., a Washington corporation ("Contractor") and is dated and effective as of June 10, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00419 for document destruction services dated effective as of July 1, 2019 ("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.

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. SECTION 3.3 ECONOMIC ADJUSTMENT. Section is revised to change adjustment month to June.

3.3 ECONOMIC ADJUSTMENT. Beginning twenty four (24) months after the effective date of this Master Contract and for every 2 year anniversary thereafter, the Contractor may request the prices set forth in *Exhibit B* be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of May each year. Prices shall be adjusted in June if requested. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows and use the PPI in the below chart based on Regions awarded:

- New Price = Old Price x (Current Period Index/Base Period Index).

Region	PPI	Series
Olympic	Olympia-Tumwater: Total Private Average Hourly Earnings	SMU53365000500000003
Southwest	Longview, WA: Total Private Average Hourly Earnings	SMU53310200500000003
Northwest	Seattle-Bellevue-Everett, WA: Total Private Average Hourly Earnings	SMU53426440500000003

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.

DEVRIES BUSINESS RECORDS MANAGEMENT, INC.,
a Washington corporation

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

By: 


Name: Jim Shasky

Name: Leslie Edwards

Title: Sales Manager

Title: Contracts Specialist

Date: 

Date: 

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
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**SECOND AMENDMENT
TO
CONTRACT NO. 00419
DOCUMENT DESTRUCTION SERVICES**

This Second Amendment ("Amendment") to Contract No. 00419 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 DeVries Business Records Management, Inc., a Washington corporation ("Contractor") and is dated and effective as of August 9, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00419 for document destruction services dated effective as of July 1, 2019 ("Contract").
- B. The Parties previously amended the Contract one (1) time.
 - a. Amendment 1, dated June 10, 2021 (price adjustment language)
- 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. **ECONOMIC PRICE ADJUSTMENT.** Exhibit B – Prices for Document Destruction Services of the Contract is hereby amended by deleting the existing Exhibit in its entirety and inserting the attached Exhibit A - Prices for Document Destruction Services as Exhibit B of the Master Contract.
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.

DEVRIES BUSINESS RECORDS MANAGEMENT, INC.,
a Washington corporation

By: _____

Name: Jim Shasky

Title: Sales Manager

Date: _____

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

on behalf of Alexander Kenesson

By: _____

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: _____

Exhibit A – Prices for Document Destruction Services

00419 - Document Destruction Services

Contractor Name: DeVries Business Services

**North Central Region
(Chelan, Douglas, Grant, and Okanogan Counties)**

Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 4.02
35 Gallon Bin - un-staged	Gallon	\$ 6.04
65 Gallon Bin - staged	Gallon	\$ 8.05
65 Gallon Bin - un-staged	Gallon	\$ 10.06
95 Gallon Bin - staged	Gallon	\$ 10.06
95 Gallon Bin - un-staged	Gallon	\$ 10.06
35 Gallon Temporary Bin	Delivery and Removal fee	\$ -
65 Gallon Temporary Bin	Delivery and Removal fee	\$ -
95 Gallon Temporary Bin	Delivery and Removal fee	\$ -
On-site digital Media Destruction	per pound	\$ 0.65
Off-site digital Media Destruction	per pound	\$ 0.60
Hard Drive Destruction	each	\$ 1.01
On/off-site paper destruction - Purging	per box	\$ 3.02

**South Central Region
(Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, and Asotin Counties)**

Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 4.31
35 Gallon Bin - un-staged	Gallon	\$ 6.46
65 Gallon Bin - staged	Gallon	\$ 8.62
65 Gallon Bin - un-staged	Gallon	\$ 10.77
95 Gallon Bin - staged	Gallon	\$ 10.77
95 Gallon Bin - un-staged	Gallon	\$ 10.77
35 Gallon Temporary Bin	Delivery and Removal fee	\$ -
65 Gallon Temporary Bin	Delivery and Removal fee	\$ -
95 Gallon Temporary Bin	Delivery and Removal fee	\$ -
On-site digital Media Destruction	per pound	\$ 0.70
Off-site digital Media Destruction	per pound	\$ 0.65
Hard Drive Destruction	each	\$ 1.08
On/off-site paper destruction - Purging	per box	\$ 3.23

Eastern Region (Adams, Ferry, Lincoln, Pend Orielle, Spokane, Stevens, and Whitman Counties)		
Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 4.25
35 Gallon Bin - un-staged	Gallon	\$ 6.38
65 Gallon Bin - staged	Gallon	\$ 6.38
65 Gallon Bin - un-staged	Gallon	\$ 7.98
95 Gallon Bin - staged	Gallon	\$ 10.11
95 Gallon Bin - un-staged	Gallon	\$ 10.11
35 Gallon Temporary Bin	Delivery and Removal fee	\$ -
65 Gallon Temporary Bin	Delivery and Removal fee	\$ -
95 Gallon Temporary Bin	Delivery and Removal fee	\$ -
On-site digital Media Destruction	per pound	\$ 0.69
Off-site digital Media Destruction	per pound	\$ 0.59
Hard Drive Destruction	each	\$ 0.59
On/off-site paper destruction - Purging	per box	\$ 3.19

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**THIRD AMENDMENT
TO
CONTRACT NO. 00419
DOCUMENT DESTRUCTION SERVICES**

This Third Amendment ("Amendment") to Contract No. 00419 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 DeVries Business Records Management, Inc., a Washington corporation ("Contractor") and is dated and effective as of April 1, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00419 for document destruction services dated effective as of July 1, 2019 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - Amendment 1, effective June 10, 2021 (price adjustment language)
 - Amendment 2, effective August 9, 2021 (price adjustment)
- 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. SECTION 3.3 ECONOMIC ADJUSTMENT. Section is revised to change adjustment to annually.
 - 3.3 ECONOMIC ADJUSTMENT. Beginning twenty four (24) months after the effective date of this Master Contract and for every annual anniversary thereafter, the Contractor may request the prices set forth in *Exhibit B* be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of May each year. Prices shall be adjusted in June if requested. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows and use the PPI in the below chart based on Regions awarded:

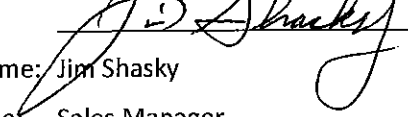
• New Price = Old Price x (Current Period Index/Base Period Index).

Region	PPI	Series
Eastern	Spokane- Spokane Valley, WA: Total Private Average Hourly Earnings	SMU53440600500000003
North Central	Wenatchee, WA: Total Private Average Hourly Earnings	SMU53483000500000003
South Central	Yakima, WA: Total Private Average Hourly Earnings	SMU53494200500000003

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.

DEVRIES BUSINESS RECORDS MANAGEMENT, INC.,
a Washington corporation

By: 
Name: Jim Shasky
Title: Sales Manager
Date: 5/13/2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Alex Kenesson
Title: Contract Procurement Supervisor
Date: 05/13/2022

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**FOURTH AMENDMENT
TO
CONTRACT No. 00419
DOCUMENT DESTRUCTION SERVICES**

This Fourth Amendment ("Amendment") to Contract No. 00419 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 DeVries Business Records Management, Inc., a Washington Corporation ("Contractor") and is dated as of June 9, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00419 for document destruction services dated effective as of July 1, 2019 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - Amendment 1, effective June 10, 2021 (price adjustment language)
 - Amendment 2, effective August 9, 2021 (price adjustment)
 - Amendment 3, effective April 1, 2022 (economic adjustment)
- 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. **ECONOMIC PRICE ADJUSTMENT.** Exhibit B – Prices for Document Destruction Services of the Contract is hereby amended by deleting the existing Exhibit in its entirety and inserting the attached Exhibit A – Prices for Document Destruction Services as Exhibit B of the Master Contract.
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.

**DEVRIES BUSINESS MANAGEMENT, INC.,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: 

Name: Jim Shasky

Name: Alexander Kenesson

Title: Sales Manager

Title: Contract Procurement Supervisor

Date: 6/15/2022

Date: 6/15/2022

Exhibit A - Prices for Document Destruction Services

00419 - Document Destruction Services

Contractor Name: DeVries Business Services

North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)		
Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 4.59
35 Gallon Bin - un-staged	Gallon	\$ 6.90
65 Gallon Bin - staged	Gallon	\$ 9.20
65 Gallon Bin - un-staged	Gallon	\$ 11.50
95 Gallon Bin - staged	Gallon	\$ 11.50
95 Gallon Bin - un-staged	Gallon	\$ 11.50
35 Gallon Temporary Bin	Delivery and Removal fee	\$ -
65 Gallon Temporary Bin	Delivery and Removal fee	\$ -
95 Gallon Temporary Bin	Delivery and Removal fee	\$ -
On-site digital Media Destruction	per pound	\$ 0.74
Off-site digital Media Destruction	per pound	\$ 0.68
Hard Drive Destruction	each	\$ 1.15
On/off-site paper destruction - Purging	per box	\$ 3.45
South Central Region (Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, and Asotin Counties)		
Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 4.60
35 Gallon Bin - un-staged	Gallon	\$ 6.90
65 Gallon Bin - staged	Gallon	\$ 9.21
65 Gallon Bin - un-staged	Gallon	\$ 11.51
95 Gallon Bin - staged	Gallon	\$ 11.51
95 Gallon Bin - un-staged	Gallon	\$ 11.51
35 Gallon Temporary Bin	Delivery and Removal fee	\$ -
65 Gallon Temporary Bin	Delivery and Removal fee	\$ -
95 Gallon Temporary Bin	Delivery and Removal fee	\$ -
On-site digital Media Destruction	per pound	\$ 0.74
Off-site digital Media Destruction	per pound	\$ 0.69
Hard Drive Destruction	each	\$ 1.15
On/off-site paper destruction - Purging	per box	\$ 3.45

Eastern Region (Adams, Ferry, Lincoln, Pend Orielle, Spokane, Stevens, and Whitman Counties)		
Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 4.55
35 Gallon Bin - un-staged	Gallon	\$ 6.83
65 Gallon Bin - staged	Gallon	\$ 6.83
65 Gallon Bin - un-staged	Gallon	\$ 8.55
95 Gallon Bin - staged	Gallon	\$ 10.83
95 Gallon Bin - un-staged	Gallon	\$ 10.83
35 Gallon Temporary Bin	Delivery and Removal fee	\$ -
65 Gallon Temporary Bin	Delivery and Removal fee	\$ -
95 Gallon Temporary Bin	Delivery and Removal fee	\$ -
On-site digital Media Destruction	per pound	\$ 0.73
Off-site digital Media Destruction	per pound	\$ 0.63
Hard Drive Destruction	each	\$ 0.63
On/off-site paper destruction - Purging	per box	\$ 3.41