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| State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 | CONTRACT AMENDMENT | |
| | Contract No.: | 07621 |
| Model 1 Commercial Vehicles, Inc. 11601 Cyrus Way, Suite 101 Mukilteo, WA 98275 | Amendment No.: | 1 |
| | Effective Date: | May 30, 2024 |

**FIRST AMENDMENT
TO
CONTRACT NO. 07621**

ADA COMPLIANT VANS, MINIVANS, & SPECIALTY VEHICLES (I.E., ADA WALK-IN STEP VANS)

This First Amendment (“Amendment”) to Contract No. 07621 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 Model 1 Commercial Vehicles, Inc., an Indiana corporation (“Contractor”) and is dated as of May 30, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Statewide Contract No.07621 for ADA-compliant Vans, Minivans, and Specialty Vehicles (collectively, ADA Walk-In Step Vans) dated effective as of January 30, 2024 (“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. ELIGIBLE PURCHASERS - Section 2 of the Contract is hereby amended adding the following as Section 2.5:

2.5. ADA VANS COOPERATIVE PARTIES. Any authorized entity that has executed a Washington ADA Vans Cooperative Purchasing Agreement with Enterprise Services. The following types of entities are anticipated to execute a Washington State ADA Vans Cooperative Purchasing Agreement:

- State agencies, local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any within any state or territory of the United States;
- Federal governmental agencies or entities located in any state or territory of the United States; and

- Federally recognized Indian Tribes located in any state or territory of the United States.
2. MODEL/PRODUCT ADDITIONS AND DELETIONS - SECTION 3.3: This Section is hereby deleted in its entirety and replaced by the following in lieu thereof:

3.3. ADDITIONS AND DELETIONS OF MODELS AND OPTIONS: Contractor may add new models/options and delete old models/options from *Exhibit B - Prices for Goods/Services* to implement new vehicles by sending an updated pricelist for new base vehicles and options to the Contract Administrator for review and approval. New models and options added to the Contract must be commercially available at the time they are added to the Contract and fall within the original scope and intent of the Contract. Contractor may delete models or options no longer available on the Contractor's commercial pricelist and not in use by any Purchaser from the Contract.
 3. DELIVERY FEE – SECTION 8.7. This Section is hereby added to the contract:

8.7. DELIVERY FEE FOR THE STATE OF ALASKA: This section and all other delivery requirements already in the contract shall be applicable to delivery to the state of Alaska unless otherwise explicitly exempted in this section. Contractor shall deliver vehicles to the FOB port of Seattle, WA, without charging a delivery fee from Contractor's location to the port of Seattle, WA. However, the delivery fee from the port of Seattle, WA to the specific location within the state of Alaska, as specified in the purchaser order, shall be calculated based on the vessel quote provided by a third party. This delivery fee may be listed as a separate line item on the final vehicle invoice.
 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.

**MODEL 1 COMMERCIAL VEHICLES, INC.,
AN INDIANA CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Nick Corley*
Name: Nick Corley
Title: Transit Bid Manager
Date: 5/14/24

By: *Michellee M. Jemmott*
Name: Michellee Jemmott
Title: Procurement Supervisor
Date: 05-21-2024

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| State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 | CONTRACT AMENDMENT | |
| | Contract No.: | 07621 |
| Model 1 Commercial Vehicles, Inc. 11601 Cyrus Way, Suite 101, Mukilteo WA 98275 | Amendment No.: | 2 |
| | Effective Date: | November 15, 2024 |

SECOND AMENDMENT

TO

CONTRACT NO. 07621

ADA-COMPLIANT VANS, MINIVANS, AND SPECIALTY VEHICLES (COLLECTIVELY, ADA WALK-IN STEP VANS)

This Second Amendment (“Amendment”) to Contract No. 07621 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 Model 1 Commercial Vehicles, Inc., an Indiana corporation (“Contractor”) and is dated as of November 15, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 07621 dated effective as of January 30, 2024 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - (1) May 30, 2024, Amendment 1 to:
 - a) Add § 2.5. Ada Vans Cooperative Parties.
 - b) Revise § 3.3. Additions And Deletions of Models and Options.
 - c) Add § 8.7. Delivery Fee for the State of Alaska.
- C. The Parties now desire to amend the Contract to include a ‘pay equality provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- 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. **PAY EQUALITY.** The following provision is added to the end of section 4 (Contractor Representations and Warranties) as a new subsection:
 - 4.24 **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.

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.

**MODEL 1 COMMERCIAL VEHICLES, INC.,
AN INDIANA CORPORATION**

By: _____
Name: Jason Spore
Title: Transit Bid Manager
Date: 11/04/2024

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Michellee M. Jemmott
Name: Michellee Jemmott
Title: Procurement Supervisor
Date: 11/13/2024