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

Quick Service 4112 NE 25<sup>th</sup> Pl Renton, WA 98056

# FIRST AMENDMENT TO CONTRACT NO. 01015 PROCESS SERVER SERVICES

This First Amendment ("Amendment") to Contract No. 01015 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 Quick Service, a Washington company ("Contractor") and is effective as of October 1, 2019.

#### RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01015 for Process Server Services dated effective as of July 1, 2017 ("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. ECONOMIC ADJUSTMENT. Section 3.3 Economic Adjustment is hereby amended by deleting the existing section 3.3 in its entirety and inserting the following:

ECONOMIC ADJUSTMENT. Twenty Four (24) months after the effective date of this Master Contract, and again Forty Eight (48) months after the effective date of this Master Contract, the prices set forth in Exhibit B shall 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 prior two (2) year periods if agreed upon by both parties. Documentation must be based on published indices such as the U.S. Department of Labor's Consumer Price Index. The grant of any price adjustment will be at the sole discretion of DES. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. For the first adjustment, all calculations for the index shall be based upon the data for July, 2019, and for prices that are adjusted, effective date should be October 1, 2019. For the second adjustment, all calculations for the index shall be based upon the data for July, 2021, and for prices that are adjusted, effective date should be October 1, 2021. 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:

New Price = Old Price x (Prior Period Indexes/Base PCU492).

1. PRICE ADJUSTMENT. Pursuant to section 3.3 of the Master Contract Exhibit B – Prices for Services of the Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the table below as Exhibit B – Prices for Services (effective October 1, 2019):

COUNTY	PRICE	COUNTY	PRICE
ADAMS	\$ 66.30	LINCOLN	Not Awarded
ASOTIN	Not Awarded	MASON	\$ 55.16
BENTON	\$ 31.19	OKANOGAN	\$ 120.93
CHELAN	Not Awarded	PACIFIC	\$ 101.97
CLALLAM	\$ 114.24	PEND OREILLE	Not Awarded
CLARK	\$ 26.17	PIERCE	\$ 24.17
COLUMBIA	\$ 80.80	SAN JUAN	\$ 116.47
COWLITZ	\$ 26.17	SKAGIT	\$ 26.17
DOUGLAS	Not Awarded	SKAMANIA	\$ 91.94
FERRY	\$ 136.53	SNOHOMISH	\$ 25.06
FRANKLIN	\$ 31.19	SPOKANE	\$ 27.29
GARFIELD	\$ 80.80	STEVENS	\$ 100.86
GRANT	\$ 66.30	THURSTON	\$ 28.40
GRAYS HARBOR	\$ 80.80	WAHKIAKUM	\$ 114.24
ISLAND	\$ 78.57	WALLA WALLA	\$ 31.19
JEFFERSON	\$ 78.57	WHATCOM	\$ 26.17
KING	\$ 24.17	WHITMAN	Not Awarded
KITSAP	\$ 27.29	YAKIMA	\$ 31.75
KITTITAS	Not Awarded		
KLICKITAT	Not Awarded	OUT OF STATE	PRICE
LEWIS	\$ 77.45	ALL US STATES	\$ 117.05
ADD ON SERVICES	(Prices fixed)		PRICE
EXPEDITED/URGEN			
WILL BE BILLED AT:	+ \$55.00		
RUSH SERVICE, REG	+ \$35.00		
AT:			
STANDBY SERVICE,	+ ¼ of county		
	rate		

#### Exhibit B – Prices for Services

- 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.

**QUICK SERVICE**, A WASHINGTON CORPORATION By: L Name: 5 dent Title: 28 Date:

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES

By: Name: DAVID MGEBROFF Title: CONTRACT SPECIALIST 3 9-30-2019 Date:

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 Quick Service 4112 NE 25<sup>th</sup> Place Renton, WA 98056

# SECOND AMENDMENT TO CONTRACT NO. 01015 PROCESS SERVER SERVICES

This Second Amendment ("Amendment") to Contract No. 01015 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 Quick Service, a Washington company ("Contractor") and is dated and effective as of January 1, 2022.

## RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01015 for Process Server Services dated effective as of July 1, 2017 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - a. Amendment 1: effective October 1, 2019 (Economic 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. ECONOMIC ADJUSTMENT. Section 3.3 Economic Adjustment is hereby amended by deleting the existing section 3.3 in its entirety and inserting the following:

ECONOMIC ADJUSTMENT. Twenty-Four (24) months after the effective date of this Master Contract, and again Forty-Eight (48) months after the effective date of this Master Contract, the prices set forth in Exhibit B shall 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 prior two (2) year periods if agreed upon by both parties. Documentation must be based on published indices such as the U.S. Department of Labor's Consumer Price Index. The grant of any price adjustment will be at the sole discretion of DES. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. For the first adjustment, all calculations for the index shall be based upon data for July 1, 2019, and for prices that are adjusted, effective date should be October 1, 2019. For the second adjustment, all calculations for the index shall be based upon data for July 1, 2021, and for prices that are adjusted, effective date should be January 1, 2022. 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:

New Price = Old Price x (Prior Period Indexes/Base PCU492).

2. PRICES FOR SERVICE. Pursuant to section 3.3 of the Master Contract Exhibit B – Prices for Services of the Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the table below as Exhibit B – Prices for Services (effective January 1, 2022):

COUNTY	PRICE	COUNTY	PRICE
Adams	\$73.49	Lincoln	NOT AWARDED
Asotin	NOT AWARDED	Mason	\$61.14
Benton	\$34.57	Okanogan	\$134.04
Chelan	NOT AWARDED	Pacific	\$113.03
Clallam Clallam	\$126.63	Pend Oreille	NOT AWARDED
Clark	\$29.01	Pierce	\$26.79
Columbia	\$89.56	San Juan	\$129.10
Cowlitz	\$29.01	Skagit	\$29.01
Douglas	\$73.51	Skamania	\$101.91
Ferry	\$151.34	Snohomish	\$27.78
Franklin	\$34.57	Spokane	\$30.25
Garfield	\$89.56	Stevens	\$111.80
Grant	\$73.49	Thurston	\$31.48
Grays Harbor	\$89.56	Wahkiakum	\$126.63
Island	\$87.09	Walla Walla	\$34.57
Jefferson <b>see a</b>	\$87.09	Whatcom	\$29.01
King	\$26.79	Whitman	NOT AWARDED
Kitsap	\$30.25	Yakima	\$35.19
Kittitas	NOT AWARDED	国家でも、営力に設置	
Klickitat	\$116.77	OUT OF STATE	PRICE
Lewis	\$85.85	ALL US STATES	\$129.74
ADD ON SERVICES* (Prices fixed)			PRICE

#### Exhibit B – Prices for Services

STANDBY SERVICE, billed in guarter hour increments:	+ ¼ of county rate
RUSH SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:	+ \$35.00
EXPEDITED/URGENT SERVICE, REGARDLESS OF COUNTY, WILL BE BILLED AT:	+ \$55.00
승규가 방법에 가장 물건을 걸려 가지 않는 것을 하는 것을 다 가지 않는 것을 가지 않는 것을 수 없다. 것을 가지 않는 것을 하는 것을 수 있다. 가지 않는 것을 하는 것을 수 있는 것을 것을 수 있는 것을 수 있는 것을 것을 수 있는 것을 수 있는 것을 것을 수 있는 것을 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있는 것을 것 같이 않는 것을 것을 것을 것 같이 않는 것을 것 같이 않는 것을 것 같이 않는 것을 것 같이 않는 것 같이 없다. 것 같이 않는 것 같이 않는 것 같이 없는 것 같이 않는 것 않는 것 않는 것 같이 않는 것 같이 않는 것 같이 않는 것 않는 것 같이 않는 것 않는	

- 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. 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.
- 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.

QUICK SERVICE, **STATE OF WASHINGTON** A WASHINGTON COMPANY **DEPARTMENT OF ENTERPRISE SERVICES** Alexander Kenesson Bv: Bv: Name: 💾 Name: Alexander Kenesson Title: Title: Procurement Supervisor Date: 01/06/2022 Date:

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 Quick Service 4112 NE 25<sup>th</sup> Place Renton, WA 98056

# THIRD AMENDMENT TO CONTRACT NO. 01015 PROCESS SERVER SERVICES

This Third Amendment ("Amendment") to Contract No. 01015 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 Quick Service, a Washington company ("Contractor") and is dated and effective as of April 1, 2023.

#### RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01015 for Process Server Services dated effective as of July 1, 2017 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - a. Amendment 1: effective October 1, 2019 (Economic Price Adjustment)
  - b. Amendment 2: effective January 2, 2022 (Economic 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:

 EXHIBIT B - PRICES FOR SERVICES. Exhibit B - Prices for Services of the Contract is hereby amended by deleting the existing Exhibit B - Prices for Services in its entirety and inserting the table below as Exhibit B - Prices for Services (effective April 1, 2023). As of the effective date of this Amendment, any reference to Exhibit B - Prices for Services shall be deemed to be a reference to the attached Exhibit B - Prices for Services (effective April 1, 2023):

This space intentionally left blank.

## Exhibit B – Prices for Services

COUNTY	PRICE	COUNTY	PRICE
Adams	\$73.49	Lincoln	NOT AWARDED
Asotin	NOT AWARDED	Mason	\$61.14
Benton	\$34.57	Okanogan	\$134.04
Chelan	NOT AWARDED	Pacific	\$113.03
Clallam	NOT AWARDED	Pend Oreille	NOT AWARDED
Clark	NOT AWARDED	Pierce	\$26.79
Columbia	\$89.56	San Juan	\$129.10
Cowlitz	NOT AWARDED	Skagit	NOT AWARDED
Douglas	\$73.51	Skamania	NOT AWARDED
Ferry	\$151.34	Snohomish	\$27.78
Franklin	\$34.57	Spokane	\$30.25
Garfield	\$89.56	Stevens	\$111.80
Grant	\$73.49	Thurston	\$31.48
Grays Harbor	\$89.56	Wahkiakum	\$126.63
Island	\$87.09	Walla Walla	\$34.57
Jefferson	NOT AWARDED	Whatcom	NOT AWARDED
King	\$26.79	Whitman	NOT AWARDED
Kitsap	NOT AWARDED	Yakima	\$35.19
Kittitas	NOT AWARDED		
Klickitat	NOT AWARDED	OUT OF STATE	PRICE
Lewis	\$85.85	ALL US STATES	\$129.74
ADD ON SERVICES* (I	PRICE		
EXPEDITED/URGENT	T: + \$55.00		
RUSH SERVICE, REGA	+ \$35.00		
STANDBY SERVICE, bi	+ ¼ of county rate		

- 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.

By:

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

QUICK SERVICE, A WASHINGTON COMPANY By: hose Name: Title: Date:

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES

Name: <u>Julia Bang</u> Title: <u>Contract Specialist</u> Date: 03/30/2023