

.State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01715
U.S. Linen & Uniform, INC 1106 Harding Street Richland, WA 99352	Amendment No.:	4
	Effective Date:	12/22/2022

**FOURTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 01715
LINEN AND LAUNDRY SERVICES**

This Fourth Amendment (“Amendment”) to Contract No. 01715 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 U.S. Linen & Uniform, Inc., a Washington State Corporation (“Contractor”) and is dated and effective as of December 22, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01715 for U.S. Linen & Uniform, Inc dated effective as of September 22, 2015 (“Contract”).
- B. The Parties previously amended the Contract three (3) times:
 - Amendment 1 dated February 21, 2019, extended the contract term to March 31, 2021.
 - Amendment 2 dated December 2, 2020, extended the contract term to March 31, 2023.
 - Amendment 3 dated March 31, 2023, extended the contract term to March 31, 2024.
- 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. **PRICING.** The Master Contract pricing for Linen and Laundry Services is hereby amended by deleting the existing *Exhibit B – Prices* in its entirety and inserting the attached ***Exhibit B – Prices***. As of the effective date of this Amendment, any reference to ***Exhibit B – Prices*** shall be deemed to be a reference to the attached ***Exhibit B – Prices*** dated December 22, 2022.
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.

**U.S. Linen & Uniform, Inc.,
a Washington State Corporation**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: John Rains
 Name: John Rains
 Title: Director of operations
 Date: 12-12-2022

By: Nick Ioanna
 Name: Nick Ioanna
 Title: Procurement Supervisor
 Date: 12-12-2022

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

US Linen & Uniform Inc.
1106 Harding Street
Richland WA 99352

**THIRD AMENDMENT
TO
CONTRACT NO. 01715
LINEN AND LAUNDRY SERVICES**

This Third Amendment (“Amendment”) to Contract No. 01715 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 US Linen & Uniform Inc., a Washington Corporation (“Contractor”) and is dated and effective as of March 31, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01715 for Linen and Laundry Services dated effective as of April 1, 2016 (“Contract”).
- B. The Parties previously amended the Contract one time
 - Amendment 1 dated February 21, 2019, extended the contract term to March 31, 2021.
 - Amendment 2 dated December 2, 2020, extended the contract term to March 31, 2023.
- 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. **TERM.** The term of the Master Contract is amended to add twelve (12) months and thereby changing the end date of the Master Contract from March 31, 2023 to March 21, 2024.
- 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.

US Linen & Uniform Inc.
A WASHINGTON STATE CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: John Rains

By: Nick Ioanna

Name: John Rains

Name: Nick Ioanna

Title: Director of operations

Title: Procurement Supervisor

Date: 12-12-2022

Date: 12-12-2022

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

US Linen & Uniform Inc.
1106 Harding Street
Richland WA 99352

**SECOND AMENDMENT
TO
CONTRACT No. 01715
LINEN AND LAUNDRY SERVICES**

This second Amendment ("Amendment") to Contract No. 01715 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 US Linen & Uniform Inc., a Washington corporation ("Contractor") and is dated as of December 2, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01715 for Linen and Laundry Services dated effective as of April 1, 2016 ("Contract").
- B. The Parties previously amended the Contract one time
 - Amendment 1 dated -February 21, 2019 extended the contract term to March 31, 2021
- 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. TOPIC. The term of the contract is amended to add twenty-four (24) months and thereby changing the end date of the Contract from March 31, 2021 to March 31, 2023.
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.

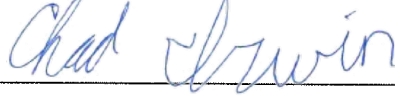
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement 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.

US Linen & Uniform Inc.
A WASHINGTON STATE CORPORATION

By: 
Name: John Rains
Title: Director of Operations
Date: 12-3-2020

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Chad Irwin
Title: Contracts & Procurement Supervisor
Date: 12/4/2020

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01715
	Amendment No.:	1
US Linen and Uniform 1106 Harding Street Richland, WA 99352	Effective Date:	July 1, 2017

FIRST AMENDMENT
TO
CONTRACT NO. 01715
LINEN & LAUNDRY SERVICE

This First Amendment ("Amendment") to Contract No. 01715 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 US Linen and Uniform, a Washington corporation ("Contractor") and is dated as of July 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01715 for Linen & Laundry Service dated effective as of April 1, 2016 ("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. **VENDOR MANAGEMENT FEE.** Effective July 1, 2017, the Contract is hereby amended by deleting the existing Section 3.8 in its entirety and inserting the following in lieu thereof:
 - a. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).
 - b. The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
 1. Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0150.
 - c. The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

- d. Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
 - e. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
 - f. Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
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.

**US LINEN AND UNIFORM,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: John Rain
 Name: John Rain
 Title: Director of operations
 Date: 6.6.17

By: Tim L. Shay
 Name: Tim Shay
 Title: Senior Contracts Specialist
 Date: 6/15/17