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| State of WashingtonAgency information | **Contract Amendment** |
| Contract No.: | \_\_\_\_ |
| [Insert Name of Contractor][Insert Contractor’s business address][Insert City, State, zip code] | Amendment No.: | \_\_\_\_ |
| Effective Date: | \_\_\_\_ |

**First Amendment
to
Contract No. \_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This First Amendment (“Amendment”) to Contract No. \_\_\_\_\_\_ is made and entered into by and between the State of Washington acting by and through the [Agency], a Washington State governmental agency (“[Agency]”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) and is dated and effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,2025.

R E C I T A L S

1. Pursuant to Washington’s Procurement Code for Goods/Services (RCW 39.26) and an agency’s risk-based delegated procurement authority, Washington state agencies are authorized to procure goods/services. Unless exempted (see RCW 39.26.100) or excepted (see RCW 39.26.125), agencies must procure goods/services through a competitive solicitation process. See RCW 39.26.120. As a public policy goal, such open competition is designed to create economic value for the public and reduce procurement integrity issues pertaining to public contracting. Accordingly, contracts resulting from competitive procurements establish pricing based on the bidder/contractor’s bid and, where appropriate, specified contractual price adjustments. Contracts with competitively solicited pricing requirements enable contractors to evaluate and price in business, market, and other risks; enable agencies to evaluate the bidder/contractor’s value proposition and budget for purchasing requirements; and help keep markets honest.
2. Agency, pursuant to its delegated procurement authority, conducted a competitive solicitation for certain specified goods and services pursuant to Washington’s Procurement Code for Goods/Services (RCW 39.26) that resulted Agency and Contractor (collectively the “Parties”) entering into that certain Contract No. \_\_\_\_\_ dated effective as of \_\_\_\_\_\_\_\_\_ (“Contract”).
3. The Parties previously amended the Contract \_\_\_\_\_\_\_\_\_\_.
4. Unexpected tariffs can disrupt supply chains and assumptions regarding contract pricing – e.g., unexpected tariffs may result in unanticipated cost increases pertaining to certain raw materials, components, and/or goods that directly impact the Goods included in the above-referenced Contract. Accordingly, the Parties now desire to amend the Contract to include a force majeure provision to provide a reasonable economic risk-sharing solution for certain uncontrollable events that impact Contractor’s costs of Goods included in the Contract.
5. The Parties understand and agree that this Amendment is an extraordinary adjustment to a competitively solicited and awarded Contract under Washington’s Procurement Code for Goods/Services (RCW 39.26). Accordingly, to ensure the Contract, as amended herein, achieves and maintains the public’s interest in competitive pricing and ensuring sound governmental stewardship over public funds, the Parties agree that this Amendment shall be conservatively utilized to provide a limited, temporary price adjustment to the prices for Goods included in the Contract.
6. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

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. Temporary Price Adjustment for Unexpected Tariff Costs. The Contract is amended to add the following provision:

Temporary Price Adjustment for Unexpected Tariff Costs. Contractor, in regard to any Goods included in the Contract as specified in ***Exhibit A - Included Goods/Services***, may request a temporary price adjustment for such Goods to address unexpected tariff costs as set forth herein.

1. Contractor Request. Any temporary price adjustment for unexpected tariff costs must be requested, in writing, by Contractor.
2. Basis for Contractor’s Request. Contractor’s request for a temporary price adjustment for unexpected tariff costs must identify and document each of the following:
	1. Goods: The Goods included in the Contract for which the price adjustment is requested. Contractor shall provide documentation to establish that Contractor acquired such Goods after the Tariffs became effective and that such Goods were in fact subject to the Tariffs (e.g., the Goods were not acquired in advance of the Tariffs, stockpiled, or exempted from the Tariffs).
	2. Current Prices: The current contractual prices for such Goods.
	3. Tariff Costs: The precise Tariffs that are impacting the current contractual prices for the Goods, including the following:
		1. The applicable Tariffs;
		2. The date the Tariffs became effective;
		3. The exact amount of the Tariffs;
		4. The percentage of the Goods for which the Tariffs apply; and
		5. The percentage of the current contractual prices for the Goods impacted by the Tariffs.
	4. Proposed Tariff-Based Prices: The proposed contractual prices that include the applicable price impacts from the Tariffs for such Goods and evidence of the cost impact on the Contractor’s costs (e.g., invoices, manufacturer quotes, shipping labels).
	5. Universal Application to Contractor’s Customers: Contractor’s confirmation that, prior to requesting the proposed Tariffs-based prices, Contractor has in fact already raised prices for such goods to all of its other customers/purchasers (and such other customers/purchasers do in fact pay such prices without rebate, discount, or any other price adjustment of any kind) such that the current contractual prices for such Goods set forth in the Contract are at least ten percent (10%) less than the lowest price Contractor sells such goods for to any other customer/purchaser.
3. Price Adjustment. Following receipt of Contractor’s request for a temporary price adjustment for unexpected tariff costs and appropriate documentation of all of the items set forth in subsection (b) above, [Agency] shall consider Contractor’s request. Such requests will be granted if, in [Agency] judgment, the following factor are satisfied:
	1. Tariff Must Be Unexpected: The Tariffs were unexpected by the marketplace and reasonably were not incorporated into the Contract pricing of any awarded contractor. Accordingly, [Agency] will consider whether the Goods previously were subject to tariffs as well as whether the unexpected tariffs were publicly announced such that, for example, businesses could hedge such tariff risk by purchasing in advance or modifying their supply chain to avoid or reduce such tariff impacts.
	2. No Other Contractual Price Adjustment: The Contract must not include any other price adjustment that, in effect, would result in ‘double paying’ for tariff impacts. For example, if the Contract includes an economic adjustment to prices, whether a fixed percentage or a third-party inflationary measure, any impact for tariffs will need to be reduced so as to preclude double paying.
	3. Time Limit. The proposed temporary price adjustment for unexpected tariff costs must be temporary. Accordingly, such adjustment, if any, shall be limited to a maximum length of twelve (12) months.
	4. Forward Application. In the event [Agency] grants Contractor’s request for a temporary price adjustment for unexpected tariff costs, such adjustment shall apply only to Purchaser Orders dated after [Agency] grants such price adjustment and only if such Orders include Goods provided by Contractor to Purchaser that have in fact been subject to tariffs as set forth herein.
4. Change in Tariffs. Contractor, acting in good faith, must notify [Agency], within five (5) business days if the raw materials, components, or goods utilized for the Goods included in this Contract are no longer subject to the tariff(s) for which Contractor received a temporary price adjustment for unexpected tariff costs as set forth herein or such tariff(s) have been reduced. In such event, Contractor shall cooperate with [Agency] to adjust the Contract prices for such Goods as expeditiously as possible. [Agency] may request, once a quarter, that Contractor provide evidence of the tariffs continued impact with similar information from the request. Failure to timely provide information will result in removal of the temporary price adjustment.
5. Pricing Exhibit. In the event the Contract prices for Goods are adjusted as allowed in this section, [Agency], upon such adjustment, shall delete the Contract’s existing ***Exhibit B – Prices for Included Goods/Services*** in its entirety and replace it with a revised ***Exhibit B – Prices for Included Goods/Services*** and provide Contractor with a copy of the same. Thereafter, any reference to ***Exhibit B – Prices for Included Goods/Services*** shall be deemed to be a reference to the revised ***Exhibit B – Prices for Included Goods/Services***.
6. No Change Other Than Amendment. Except as amended herein, the Contract is unaffected and remains in full force and effect.
7. 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.
8. 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.
9. Electronic Signatures. An electronic signature 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.
10. 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.

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| **Insert Name of Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025 | **State of Washington[Agency]**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025 |