

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

Harold LeMay Enterprises, Incorporated
dba: LeMay Mobile Shredding
2910 Hogum Bay Rd NE
Lacey, WA 98516

**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 Harold LeMay Enterprises, Incorporated dba: LeMay Mobile Shredding, 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:

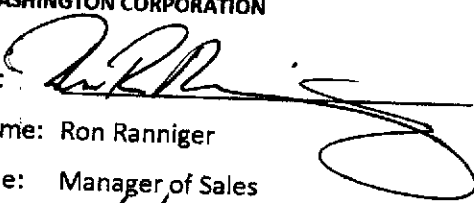
- $\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index})$.

Region	Description	SMU Number
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.

**HAROLD LEMAY ENTERPRISES, INCORPORATED, A
WASHINGTON CORPORATION**

By: 
 Name: Ron Ranniger
 Title: Manager of Sales
 Date: 6/9/21

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Leslie Edwards
 Title: Contracts Specialist
 Date: 6/10/21

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

Harold LeMay Enterprises, Incorporated
dba: LeMay Mobile Shredding
2910 Hogum Bay Rd NE
Lacey, WA 98516

**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 Harold LeMay Enterprises, Incorporated dba: LeMay Mobile Shredding, a Washington corporation ("Contractor") and is dated and effective as of August 25, 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 as follows:
 - 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. SECTION 3.3 ECONOMIC 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.

HAROLD LEMAY ENTERPRISES, INC.,
A WASHINGTON CORPORATION

By:



Name: Ron Ranniger

Title: Manager of Sales

Date: 8-30-2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:



Name: Leslie Edwards

Title: Contracts Specialist

Date: August 30, 2021

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

Harold LeMay Enterprises, Incorporated
dba: LeMay Mobile Shredding
2910 Hogum Bay Rd NE
Lacey, WA 98516

**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 Harold LeMay Enterprises, Incorporated dba: LeMay Mobile Shredding, 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 25, 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:

• $\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index})$.

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.

**HAROLD LEMAY ENTERPRISES, INCORPORATED, A
WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:



Name: Ron Ranniger

Title: Manager of Sales

Date:

4/8/2022

By:



Name: Leslie Edwards

Title: Contracts Specialist

Date:

4/12/2022

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

Harold LeMay Enterprises, Inc.
Db: LeMay Mobile Shredding
4111 192nd St E
Tacoma WA 98446

**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 Harold LeMay Enterprises, Inc. dba: LeMay Mobile Shredding, a Washington corporation ("Contractor") and is dated as of June 8, 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 25, 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:

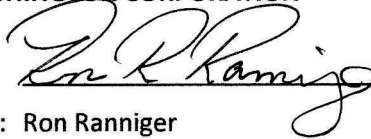
1. **ECONOMIC PRICE ADJUSTMENT.** Exhibit B – Prices for Document Destruction Services of the Contract is hereby amended by deleting the existing Exhibit in its entirety and inserting the attached Exhibit A – Prices for Document Destruction Services as Exhibit B of the Master Contract.
2. **NO CHANGE 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.

HAROLD LEMAY ENTERPRISES, INCORPORATED
A WASHINGTON CORPORATION

By: _____



Name: Ron Ranniger

Title: Manager of Sales

Date: _____

6/21/22

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____



Name: Alexander Kenesson

Title: Procurement Supervisor

Date: _____

6/21/2022

Exhibit A - Prices for Document Destruction Services

00419 - Document Destruction Services
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Contractor Name: LeMay Mobile Shredding
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Olympic Region (Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston Counties)		
Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 2.64
35 Gallon Bin - un-staged	Gallon	\$ 8.79
65 Gallon Bin - staged	Gallon	\$ 4.21
65 Gallon Bin - un-staged	Gallon	\$ 14.07
95 Gallon Bin - staged	Gallon	\$ 4.21
95 Gallon Bin - un-staged	Gallon	\$ 14.07
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	\$ 1.92
Off-site digital Media Destruction	per pound	\$ 0.78
Hard Drive Destruction	each	\$ 1.03
On/off-site paper destruction - Purging	per box	\$ 3.89
Southwest Region (Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum Counties)		
Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 3.15
35 Gallon Bin - un-staged	Gallon	\$ 10.49
65 Gallon Bin - staged	Gallon	\$ 4.33
65 Gallon Bin - un-staged	Gallon	\$ 14.42
95 Gallon Bin - staged	Gallon	\$ 4.33
95 Gallon Bin - un-staged	Gallon	\$ 14.42
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	\$ 1.90
Off-site digital Media Destruction	per pound	\$ 0.77
Hard Drive Destruction	each	\$ 1.01
On/off-site paper destruction - Purging	per box	\$ 3.85

Northwest Region (Island, King, San Juan, Skagit, Snohomish, and Whatcom Counties)		
Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 3.77
35 Gallon Bin - un-staged	Gallon	\$ 12.58
65 Gallon Bin - staged	Gallon	\$ 4.09
65 Gallon Bin - un-staged	Gallon	\$ 17.62
95 Gallon Bin - staged	Gallon	\$ 4.09
95 Gallon Bin - un-staged	Gallon	\$ 17.62
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	\$ 1.79
Off-site digital Media Destruction	per pound	\$ 0.73
Hard Drive Destruction	each	\$ 0.95
On/off-site paper destruction - Purging	per box	\$ 3.64

Additional Services Offered		
Item	Unit	Unit Price
Desk Side Bins	each per month	\$ 0.75

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

Harold LeMay Enterprises, Inc.
 DbA: LeMay Mobile Shredding
 4111 192nd St E
 Tacoma WA 98446

CONTRACT AMENDMENT	
Contract No.	00419
Amendment No.	5
Effective Date	July 1, 2023

**FIFTH AMENDMENT
 TO
 STATEWIDE CONTRACT NO. 00419
 DOCUMENT DESTRUCTION SERVICES**

This Fifth 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 Harold LeMay Enterprises, Inc. dba LeMay Mobile Shredding, a Washington Corporation (“Contractor”) and is dated as of July 1, 2023.

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 four times:
 - Amendment 1, effective June 10, 2021 (price adjustment language)
 - Amendment 2, effective August 25, 2021 (price adjustment)
 - Amendment 3, effective April 1, 2022 (economic adjustment)
 - Amendment 4, effective June 8, 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:

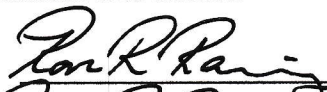
1. Exhibit A – Prices for Document Destruction Services. Exhibit A – Prices for Document Destruction Services of the Contract is hereby amended by deleting the existing Exhibit A – Prices for Document Destruction Services in its entirety and inserting the attached Exhibit A – Prices for Document Destruction Services, to reflect an increase of the following increases by region:

Region	PPI	% Change
Olympic	SMU53365000500000003	12.58%
Southwest	SMU53310200500000003	4.91%
Northwest	SMU53426440500000003	3.71%

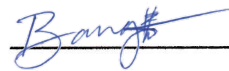
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior 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.

HAROLD LEMAY ENTERPRISES, INC.
DBA: LEMAY MOBILE SHREDDING,
A WASHINGTON CORPORATION

By: 
Name: ROW R RANNIGER
Title: MANAGER OF SALES
Date: 7-1-2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Julia Bang
Title: Contract Specialist
Date: 07/05/2023

00419 - Document Destruction Services

Contractor Name: LeMay Mobile Shredding

**Olympic Region
(Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston Counties)**

Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 2.97
35 Gallon Bin - un-staged	Gallon	\$ 9.90
65 Gallon Bin - staged	Gallon	\$ 4.74
65 Gallon Bin - un-staged	Gallon	\$ 15.84
95 Gallon Bin - staged	Gallon	\$ 4.74
95 Gallon Bin - un-staged	Gallon	\$ 15.84
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	\$ 2.16
Off-site digital Media Destruction	per pound	\$ 0.88
Hard Drive Destruction	each	\$ 1.16
On/off-site paper destruction - Purging	per box	\$ 4.38

**Southwest Region
(Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum Counties)**

Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 3.30
35 Gallon Bin - un-staged	Gallon	\$ 11.01
65 Gallon Bin - staged	Gallon	\$ 4.54
65 Gallon Bin - un-staged	Gallon	\$ 15.13
95 Gallon Bin - staged	Gallon	\$ 4.54
95 Gallon Bin - un-staged	Gallon	\$ 15.13
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	\$ 1.99
Off-site digital Media Destruction	per pound	\$ 0.81
Hard Drive Destruction	each	\$ 1.06
On/off-site paper destruction - Purging	per box	\$ 4.04

**Northwest Region
(Island, King, San Juan, Skagit, Snohomish, and Whatcom Counties)**

Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 3.91
35 Gallon Bin - un-staged	Gallon	\$ 13.05
65 Gallon Bin - staged	Gallon	\$ 4.24
65 Gallon Bin - un-staged	Gallon	\$ 18.27
95 Gallon Bin - staged	Gallon	\$ 4.24
95 Gallon Bin - un-staged	Gallon	\$ 18.27
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	\$ 1.86
Off-site digital Media Destruction	per pound	\$ 0.76
Hard Drive Destruction	each	\$ 0.99
On/off-site paper destruction - Purging	per box	\$ 3.78

Additional Services Offered

Item	Unit	Unit Price
Desk Side Bins	each per month	\$0.75

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	00419
Harold LeMay Enterprises, Inc. Oba: LeMay Mobile Shredding 4111 192nd St E Tacoma WA 98446	Amendment No.:	6
	Effective Date:	July 3, 2024

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

This Sixth 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 (“Enterprise Services”) and Harold LeMay Enterprises, Inc. dba LeMay Mobile Shredding, a Washington Corporation (“Contractor”) and is dated as of July 3, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 00419 dated effective as of July 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - (1) Amendment 1, effective June 10, 2021 (price adjustment language)
 - (2) Amendment 2, effective August 25, 2021 (price adjustment)
 - (3) Amendment 3, effective April 1, 2022 (economic adjustment)
 - (4) Amendment 4, effective June 8, 2022 (economic adjustment) and,
 - (5) Amendment 5, effective July 3, 2023 (economic adjustment)
- C. The Parties now desire to amend the Contract to replace Exhibit A – Prices for Document Destruction Services.
- 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. **EXHIBIT A – PRICES FOR DOCUMENT DESTRUCTION SERVICES.** Exhibit A – Prices for Document Destruction Services of the Contract is hereby amended by deleting the existing Exhibit A - Prices for Document Destruction Services in its entirety and inserting the attached Exhibit A - Prices for Document Destruction Services. From market research, DES will grant an increase of 8% (eight percent) for services across all regions.

2. NONDISCRIMINATION. The following provision is added to the end of section 14 (General Provisions) as a new subsection:

14.24 NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for

damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

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. 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.
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.

**HAROLD LEMAY ENTERPRISES, INC.,
DBA: LEMAY MOBILE SHREDDING,
A WASHINGTON CORPORATION**

By: *Ron R Ranniger*
Ron R Ranniger (Jul 3, 2024 13:39 PDT)
Name: Ron R Ranniger
Title: Manager Of Sales
Date: Jul 3, 2024

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Tim Foitzik*
Name: Tim Foitzik
Title: Procurement Supervisor
Date: Jul 3, 2024

00419 - Document Destruction Services

Contractor Name: LeMay Mobile Shredding

**Olympic Region
(Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston Counties)**

Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 3.21
35 Gallon Bin - un-staged	Gallon	\$ 10.69
65 Gallon Bin - staged	Gallon	\$ 5.12
65 Gallon Bin - un-staged	Gallon	\$ 17.11
95 Gallon Bin - staged	Gallon	\$ 5.12
95 Gallon Bin - un-staged	Gallon	\$ 17.11
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	\$ 2.33
Off-site digital Media Destruction	per pound	\$ 0.95
Hard Drive Destruction	each	\$ 1.25
On/off-site paper destruction - Purging	per box	\$ 4.73

**Southwest Region
(Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum Counties)**

Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 3.56
35 Gallon Bin - un-staged	Gallon	\$ 11.89
65 Gallon Bin - staged	Gallon	\$ 4.90
65 Gallon Bin - un-staged	Gallon	\$ 16.34
95 Gallon Bin - staged	Gallon	\$ 4.90
95 Gallon Bin - un-staged	Gallon	\$ 16.34
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	\$ 2.15
Off-site digital Media Destruction	per pound	\$ 0.87
Hard Drive Destruction	each	\$ 1.14
On/off-site paper destruction - Purging	per box	\$ 4.36

**Northwest Region
(Island, King, San Juan, Skagit, Snohomish, and Whatcom Counties)**

Item	Unit	Unit Price
35 Gallon Bin - staged	Gallon	\$ 4.22
35 Gallon Bin - un-staged	Gallon	\$ 14.09
65 Gallon Bin - staged	Gallon	\$ 4.58
65 Gallon Bin - un-staged	Gallon	\$ 19.73
95 Gallon Bin - staged	Gallon	\$ 4.58
95 Gallon Bin - un-staged	Gallon	\$ 19.73
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	\$ 2.01
Off-site digital Media Destruction	per pound	\$ 0.82
Hard Drive Destruction	each	\$ 1.07
On/off-site paper destruction - Purging	per box	\$ 4.08

Additional Services Offered		
Item	Unit	Unit Price
Desk Side Bins	each per month	\$ 0.81










LeMay00419Amd6

Final Audit Report

2024-07-03

Created:	2024-07-03
By:	Sarah Smith (sarah.smith@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC4gJjcieuWwHnGEVJDrcFsJP1TSmCc1

"LeMay00419Amd6" History

-  Document created by Sarah Smith (sarah.smith@des.wa.gov)
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-  Email viewed by ron.ranniger@wasteconnections.com
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-  Signer ron.ranniger@wasteconnections.com entered name at signing as Ron R Ranniger
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-  Document e-signed by Ron R Ranniger (ron.ranniger@wasteconnections.com)
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