

**AMENDMENT No. 1 to
PRICE AGREEMENT# 3402**

I. This is Amendment No. 1 to Price Agreement #3402, (“Amendment No. 1”), dated February 2, 2018, (“Amendment No. 1 Effective Date”), is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office (“DAS PS”) and Waxie Sanitary Supply (“Contractor”), dated as of July 17, 2013, on the terms and conditions as provided herein.


II. The Price Agreement is hereby amended as follows:

- a. The parties acknowledge and agree to extend the Price Agreement as defined in Section 1.5 of the Price Agreement. This Price Agreement shall be extended for an additional 3 year term. The new expiration date shall be July 17, 2021.
- b. All Price Agreement terms and conditions shall remain firm and in effect throughout the term of the Price Agreement.


III. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Master Agreement.

Certification: By signature on this amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

CONTRACTOR: Waxie Sanitary Supply

By: Michael Muscara  Corporate Account Director February 3, 2018
Name: Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES OFFICE:

By:  SPA 2/5/18
Name: Title: Date

PRICE AGREEMENT NO. 3402

AMENDMENT NO. 2

This is Amendment No. 2 to Price Agreement No. 3402 effective July 1, 2019, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services, hereafter called "DAS" and Waxie Sanitary Supply called "Contractor". This Amendment is effective upon signature by the parties ("Amendment Effective Date").

The parties agree to amend the Price Agreement, as follows:

1. Exhibit C, Section 1 of the Price Agreement, Vendor Collected Administrative Fee (VCAF) and Section 2, Volume Sales Report (VSR), are revised to replace or include entirety the following language, effective on the Amendment Effective Date:

Section 2, DAS Volume Sales Report (VSR). Pursuant to the process defined by DAS, Contractor shall submit a Volume Sales Report (VSR) to DAS on a quarterly basis for all reporting periods through December 31, 2019; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Beginning January 1, 2020, Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DAS. The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the month a report must be submitted stating "**No Sales for the Month**".

Section 1, Vendor Collected Administrative Fee (VCAF).

Sub Section e. Pursuant to the process defined by DAS, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's Gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

Sub Section b. Contractor may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers. Contractor's prices must reflect all Contractor's charges to Authorized Purchasers.

Sub Section f. Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at a rate of 18% per annum or the

maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.

Sub Section d. DAS may, upon reasonable request during regular business hours, by itself or by a person authorized by it, audit Contractor's records and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest. If the audit reveals that an underpayment exists, Contractor shall pay the cost of the audit.

2. Section 1.2, Process, is Amended to add in additional language as Section 1.2.10


1.2.10 Authorized Purchasers who are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Price Agreement in an amount not exceeding \$150,000.00 without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers who are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of execution of the Price Agreement.

Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor/Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

AGREED:

Waxie Sanitary Supply

By: Michael Muscara 

Title: Director - Corporate Accounts

Date: 4.29.19

FEID: 94-2647607

THE STATE OF OREGON, acting
by and through the Department of
Administrative Services, Procurement
Services

By: 

Title: SPA

Date: 4/29/19

Approved pursuant to ORS 291.047

By: Not required for this Amendment

AMENDMENT NO. 3

This is Amendment No. 3 to Price Agreement No. 3402 effective July 1, 2019, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services, hereafter called "DAS" and Waxie Sanitary Supply hereafter called "Contractor". This Amendment is effective upon signature by the parties ("Amendment Effective Date").

Specific Amendments to the Price Agreement. The PA is hereby amended as follows (new language is indicated by being in **bold and underlined** and deleted language is indicated by [brackets] and ~~strikethrough~~.

The parties agree to amend the Price Agreement, as follows:

1. Exhibit C, Section 1 of the Price Agreement, Vendor Collected Administrative Fee (VCAF) and Section 2, Volume Sales Report (VSR), are revised to replace or include entirety the following language, effective on the Amendment Effective Date:

Section 2, DAS Volume Sales Report (VSR). Pursuant to the process defined by DAS, Contractor shall submit a Volume Sales Report (VSR) to DAS on a quarterly basis for all reporting periods through December 31, 2019; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) [~~Beginning January 1, 2020~~], **Upon written notice from DAS**, Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DAS. Pursuant to the process defined by DAS-PS and published at:

<https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>,

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the month a report must be submitted stating "**No Sales for the Month**".

Certifications. The individual signing on behalf of Contractor hereby:

- A.** Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;
- B.** Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- C.** Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.
- D.** Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

CONTRACTOR: Waxie Sanitary Supply

By: _____
Name: Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES:

Approved By: _____
Name: Title: Date

APPROVED AS TO LEGAL SUFFICIENCY

Approved by: Approved pursuant to ORS 291.047 Not required for this Amendment

**AMENDMENT #4 to
PRICE AGREEMENT# 3402**

1. This is Amendment #4 to Price Agreement #3402, as amended from time to time between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") and Waxie Enterprises, Inc. doing business as Waxie Sanitary Supply ("Contractor") and amends that certain Price Agreement #3402, effective July 17, 2013 (the "Agreement" or "Price Agreement"), on the terms and conditions as provided herein. This amendment is effective on the date it has been executed by both parties.

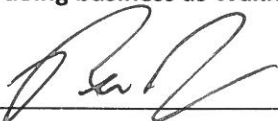
2. The Price Agreement is hereby amended as follows:

- A. Pursuant to Special Procurement 1299-21, the Price Agreement is extended through June 30, 2023.
- B. Pursuant to section 1.3.6 of the Price Agreement, prices are approved and effective August 1, 2021.

3. Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Price Agreement.

4. Certification: By signature on this amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

Waxie Enterprises, Inc. doing business as Waxie Sanitary Supply

Signature and Date:  6/29/2021

Printed Name and Title: Rick Jones PNW General Manager

State of Oregon, acting by and through the Department of Administrative Services, Procurement Services:

Signature and Date: _____

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved for Legal Sufficiency Pursuant to ORS 291.047 and OAR 137-045-0030: N/A

**AMENDMENT #5 to
PRICE AGREEMENT #3402**

This is Amendment #5 to Price Agreement #3402, effective July 17, 2013, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") and Waxie Enterprises, Inc. doing business as Waxie Sanitary Supply ("Contractor"). This amendment is effective on the date it has been executed by both parties.

RECITAL

On or about May 21, 2022, Contractor submitted a request to adjust pricing, which included a new price file and supporting documentation ("May 2022 Updated Prices").

DAS PS reviewed the updated price file and supporting documentation and wishes to approve Contractor's request for price adjustment.

The parties wish to amend the Price Agreement as follows.

AMENDMENT

The Price Agreement is hereby amended as follows (deleted language is shown with brackets and strike-through; new language is shown in bold and underline):

- a. Section 1.3.6 of the Price Agreement is amended as follows (new language is indicated by bold and underlined text; deleted language is indicated by bracketed and strikethrough text):

1.3.6 **Commencing after the first year of the Price Agreement**, Contractor may request ~~unit price increases~~ **price adjustments** from DAS PS [~~no more often than annually~~] **once every 12 months or based on extreme market fluctuations. Extreme market fluctuations are defined as change in the market prices exceeding ten percent (10%) in a single quarter.** Contractor must submit a request to the Contract Administrator in writing at least **30** [~~60~~] days before the proposed effective date of the increase. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Agreement.

- b. Pursuant to section 1.3.6 of the Price Agreement, DAS PS approves the May 2022 Updated Prices, effective June 1, 2022.

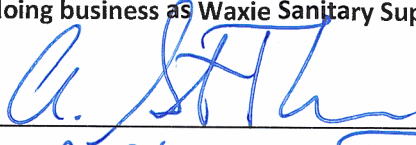
Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Amendment.

Certification: By signature on this amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor

is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 305.380(4), ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

Waxie Enterprises, Inc. doing business as Waxie Sanitary Supply:

Signature and Date: _____



Printed Name and Title: _____

A. Stevenson Thomas - VP National Accounts

State of Oregon, acting by and through the Department of Administrative Services, Procurement Services:

Signature and Date: _____

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved pursuant to ORS 291.047:

Printed Name, Title: Karen Johnson, Senior Assistant Attorney General

via email dated: 5/25/2022