

## **Participating Addendum**

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Oregon-Washington Cooperative Purchasing

### **Master Contract 00812**

Janitorial Products & Industrial Paper-Green

**Contractor:** Waxie Sanitary Supply

**Participating state:** Washington

### **Scope**

This addendum pertains to the Oregon-Washington Green Janitorial Products and Industrial Paper contract. The solicitation and award process was led by the state of Oregon. The contract is available for the as-needed use by state agencies and other entities in Washington, as the participating state, authorized by Washington statutes to use state contracts.

### **Participation**

Use of specific Oregon-Washington cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the approval of the state's chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the chief procurement official.

### **Participating state modifications or additions**

**State of Washington Competitive Procurement Standards embedded herein shall apply to this participating addendum and all purchases under it.**



WA CPS

### **Tiered Award:**

This contract is awarded in tiers according to highest points accumulated by cost and non-cost factors. Customers should select the primary vendor unless the primary vendor cannot meet their agency needs. Subsequently choose secondary and tertiary vendors until the needs of the agency are met. Agencies should document the decision for their files.

<b><u>Ranking of Awarded Vendor</u></b>	<b><u>Total combined Points</u></b>
1. Waxie Sanitary Supply-Primary	5309.50
2. Coastwide Laboratories-Secondary	5295.52
3. Interline-Tertiary	4268.54

**Department of Enterprise Services Management Fee:**

Effective July 1, 2013, Contractor shall pay the Department of Enterprise Services (DES) a fee equal to 0.74% (Management Fee) of the total invoice price, less any taxes, returns, credits, or adjustments, of all sales ("Total Net Sales") under this Contract. Contractor shall hold the Management Fee in trust for DES until such fees are remitted to DES.

The Management Fee will be included in Contractor's pricing, as set forth in the contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a Purchaser.

DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee upon thirty (30) days written notice to Contractor. Any decrease to, or elimination of, the Management Fee, shall be reflected in contract pricing commensurate with the adjustment. DES reserves the right to negotiate contract pricing with the Contractor in the case of an upward adjustment of the Management Fee.

Contractor will provide DES with a sales report detailing Total Net Sales for the preceding quarter ("Sales Report"), in accordance with the Sales & Subcontractors Report section of the contract using the schedule set forth below. DES will send an invoice within 30 days after each quarter, based on the Sales Report. Payment of the Management Fee is due within thirty (30) days of the date of the DES invoice.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Management Fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Management Fee payment must reference the Contract number, Work Request Number (if applicable), the year and quarter for which the Management Fee is being remitted, and the Contractor's Name as it is known to DES, if not already included on the face of the check. All payments must be sent to:

<b>Name:</b>	State of Washington, Dept. of Enterprise Services Finance Department
<b>Address:</b>	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
<b>Additional:</b>	Contract #: 00812 Quarter/Year: _____ Contractor's Name as it is known to DES (if not already included on the face of the check).

**Schedule:**

Contractor will provide Usage Reports and Management Fees quarterly, per the following schedule:

<b>FOR ACTIVITY IN THESE MONTHS:</b>	<b>SALES REPORTS DUE</b>	<b>MANAGEMENT FEES DUE</b>
January, February and March	April 30 <sup>th</sup> of same year	Within 30 days of DES Invoice date
April, May and June	July 31 <sup>st</sup> of same year	Within 30 days of DES Invoice date
July, August and September	October 31 <sup>st</sup> of same year	Within 30 days of DES Invoice date
October, November and December	January 31 <sup>st</sup> of following calendar year	Within 30 days of DES Invoice date

**Contacts****Lead state: Oregon**

Name	Pam Johnson
Address	1225 Ferry Street SE U140, Salem, OR 97301
Telephone	503-378-4731
Fax	503-373-1626
E-mail	<a href="mailto:Pam.johnson@state.or.us">Pam.johnson@state.or.us</a>

**Contractor: Waxie Sanitary Supply**

Name	Mike Muscara
Address	9353 Waxie Way, San Diego, CA 92123
Telephone	800-292-9437 x731
Fax	858-225-0695
E-mail	<a href="mailto:mmuscra@waxie.com">mmuscra@waxie.com</a>

**Participating state: Washington**

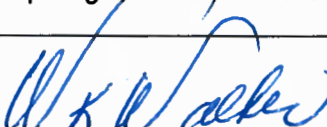

Name	Wendy Walker Current Cpntract Specialist: Mp Tabpr
Address	1500 Jefferson Street SE, PO Box 41411, Olympia, WA 98504
Telephone	360-407-8237 Current phone number: 360-407-8033
Fax	360-586-2426
E-mail	<a href="mailto:wendy.walker@des.wa.gov">wendy.walker@des.wa.gov</a>

**Individual customer**

Each participating state agency or political subdivision, as a participating entity, that purchases products/services will be treated as if it was an individual customer. Except to the extent modified by a participating addendum, each participating entity, agency or political subdivision will be responsible to follow the terms and conditions of the master contract; and each will have the rights and responsibilities for its purchases as set forth in the master contract. Each participating entity, agency or political subdivision will be responsible for its own charges, fees, and liabilities. Each participating entity, agency or political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. Contractor will apply the charges to each participating entity individually.

This Participating Addendum and Master Contract No. 00812, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this addendum and the master contract, together with its exhibits, will not be added to or incorporated into this addendum or the master contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this addendum and the master contract and its exhibits will prevail and govern in the case of any such inconsistent or additional terms within the participating entity.

**IN WITNESS WHEREOF**, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating state: State of Washington	Contractor: Waxie Sanitary Supply
By: 	By: 
Name: Wendy Walker	Name: Mike Muscara
Title: Contracts Specialist	Title: Corporate Account Director
Date: 8/22/13	Date: August 20, 2013
Name: Cheral Jones	
Title: Unit Manager	
Date: 8/22/13	