OPTION LETTER

Date: 12/2/16 Original Contract CMS #: 74704 Option Letter #2 CMS Routing # 95877

1) OPTIONS. Option to renew for an additional term.

2) REQUIRED PROVISIONS.

- a. In accordance with Section 5. Term, C., State's Option to Extend of the Price Agreement ("Contract") between the State of Colorado, Department of Personnel and Administration, State Purchasing Office ("State") and WAXIE's Enterprises, Inc.; dba WAXIE Sanitary Supply ("Contractor"), the State hereby exercises its option for an additional term beginning January 1, 2017 and ending on December 31, 2017 at the pricing specified in the Original Price Agreement as amended.
- b. Multiple Amendments/Options Exercised: As the Price Agreement represents a State Price Agreement (CORE #2015-0000-0000-218) for Facilities Maintenance, Repairs and Operations "MRO") for seven (7) Category Groups (Group 2- Hand Tools, Power Tools and Accessories; Group 3- (Lighting) Lamps, Ballasts and Fixtures; Group 4- Electrical; Group 5- Heating, Venting, Air Conditioning/Refrigeration (HVAC); Group 6- Plumbing; Group 7- Janitorial/Cleaning; and Group 9- Food Service) where unit pricing is established, the amount of the current fiscal year value has not changed as consideration for goods/services ordered under the Original Price Agreement effective 12/24/2014, as amended for the current fiscal year 2017.
- 3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or others delegated; whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Personnel and Administration June Taylor, Executive Director Cutty Lower Date: 121616 By Cindy Lombardi, State Purchasing & Contracts Director

<u>ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u>

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.