

Amendment No. 1 to PO-10700-00015859

This is Amendment No. 1 to PO-10700-00015859, dated February 1, 2023, as amended from time to time (“Master Agreement”) between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and BCI Burke Company, LLC (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

The purpose of this Amendment is:

1. Modification to Section 1 Master Agreement; Order of Precedence
2. Modification to Section 7.6 Order Form Requirement
3. Modification to Section 14.3 Assignments/Subcontractors

The Master Agreement is amended as follows:

1. Section 1 Master Agreement; Order of Precedence of the Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
 - 1.1 This Agreement consists of the following and shall read as set forth in Section 1.3 below:
 - 1) The general Master Agreement terms and conditions, less their Exhibits;
 - 2) Exhibit 4 – Provisions Required by Federal Law, as may be applicable for a specific Contract;
 - 3) Exhibit 1 – NASPO ValuePoint Master Agreement Terms and Conditions;
 - 4) Exhibit 3 – Description of Goods and/or Services, Prices, and Discount Percentages;
 - 5) Exhibit 2- Sample Participating Addendum (“PA”)
 - 6) Exhibit 5 – NASPO ValuePoint Detailed Sales Report Form
 - 7) **Exhibit 6- Authorized Resellers**
2. Section 7.6 Order Form Requirements of the Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number **and that the Terms and Conditions of the Master Agreement take precedence over Authorized Resellers Terms and Conditions.**
3. Section 14.3 Assignments/Subcontracts of the Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2The Lead State reserves the right to assign any rights or duties, including written assignment of Master Agreement contract administration duties, to NASPO ValuePoint and other third parties.

14.3.3 The Lead State hereby approves the list of Authorized Resellers in Exhibit 6, attached hereto, as approved resellers. Any conflicting terms and conditions by these Authorized Resellers are not applicable as the terms and conditions of the Master Agreement take precedence. The Master Agreement number must be referenced on all quotes, invoices and packing slips.

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 Amendment Effective Date and with the same effect as though made at the time of this Amendment.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- 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 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. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

CONTRACTOR, BCI Burke, Inc.

By: *Marion M. Larson*
 Title: Contract & Sales Administration Manager
 Date: April 18, 2023
 FEID # 39-1900568

**STATE OF OREGON, acting by and through its
Department of Administrative Services,
Procurement Services**

By: *John ANGLIMMER*
 Title: DAS PS Procurement Manager
 Date: 04/18/2023

Approved pursuant to ORS 291.047

By: Karen Johnson Via Email
 Assistant Attorney General
 Date: April 14, 2023