

Amendment No. 6 to Master Agreement PO-10700-00015853

This is Amendment No. 6 to PO-10700-00015853, 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, State Procurement Services ("DAS SPS"), 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").

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follows:

1.1. Section 3 Term of Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~striketrough~~):

3. Term of the Master Agreement

This Master Agreement becomes effective upon signature by all the parties ("Effective Date"). The initial term of this Master Agreement ends ~~December 31, 2025~~ **December 31, 2027**. This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the term may not be extended more than 4 years beyond the end date of the Initial Term.

2. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, 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.
3. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
 - 3.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and
 - 3.2. Contractor is not subject to backup withholding because:
 - 3.2.1. Contractor is exempt from backup withholding,
 - 3.2.2. 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
 - 3.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
 - 3.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - 3.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
 - 3.3.2. 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; and
 - 3.3.3. 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
 - 3.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

