

**Amendment No. 9 to
MASTER AGREEMENT #PO-10700-00012991**

This is Amendment No. 9 (Amendment #9) to Master Agreement #PO-10700-00012991, effective January 5, 2023, as amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, State Procurement Services (DAS SPS), on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and Staples Contract & Commercial, 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

WHEREAS, DAS SPS and Contractor are parties to that certain Master Agreement #PO-10700-00012991, dated as of January 5, 2023, as amended ("Master Agreement"); and

WHEREAS, the parties acknowledge and agree that Contractor, as a result of its catalog review process and publication, has updated its "Contract Catalog Products" which adds and deletes items to the "Contract Catalog Products," which may modify list pricing, (either increase or decrease), and may re-categorize items as per Contractor's standard classifications. Changes are effective July 1, 2025.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follow:
 - 1.1. Pursuant to Section 6 of the Master Agreement, the parties acknowledge and agree that Contractor as a result of its catalog review process and publication, has updated its "Contract Catalog Products" which adds and deletes items to the "Contract Catalog Products," which may modify list pricing, (either increase or decrease), and may re-categorize items as per Contractor's standard classifications. Changes are effective July 1, 2025.
 - 1.2. The discount percentages or amount off of the forty-nine (49) categories of Goods listed in Exhibit 3 will remain the same.
 - 1.3. Contractor's Online Ordering Tool reflects the update.
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 Master Agreement.
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's 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.

3.4. 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.

Signatures:

Staples Contract & Commercial, LLC

Signature: Michele Parzianello Date: Jun 5, 2025

Printed Name, Title: Michele Parzianello Chief Sales Officer

Federal Tax ID: 04-3390816

State of Oregon, by and through its Department of Administrative Services, Enterprise Goods and Services, State Procurement Services:

Signature: _____ Date: _____

Printed Name, Title: Brent Lutz, Procurement Services Manager, Construction & Commodities

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030: N/A