

**AMENDMENT #5 TO  
MASTER AGREEMENT #PO-10700-00012990**

This is Amendment #5 to Master Agreement #PO-10700-00012990 ("Amendment #5") made between the State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and ODP Business Solutions, LLC ("Contractor"). This Amendment #5 is effective when signed by all parties.

**RECITALS**

**WHEREAS**, DAS PS and Contractor are parties to that certain Master Agreement #PO-10700-00012990, dated as of December 8, 2022, as amended ("Master Agreement"); and

**WHEREAS**, the parties acknowledge and agree that Contractor has updated its "Contract Catalog Products" to add 2024 calendar-year items to the "Contract Catalog Products." Changes are effective upon execution of this Amendment.

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

**AMENDMENT**

The Master Agreement is hereby amended as follows:

- a. Pursuant to Section 6 of the Master Agreement, the parties acknowledge and agree that Contractor has updated its "Contract Catalog Products" to add 2024 calendar-year items to the "Contract Catalog Products." Changes are effective upon execution of this Amendment.
- b. The discount percentages or amount off of the forty-nine (49) categories of Goods listed in Exhibit 3 will remain the same.
- c. Any approved pricing will be updated and changed on Contractor's On-Line Ordering Tool: <https://odpbusiness.com>. This price change affects the Market Basket, Full Line Catalog and SP Richards Catalogs.

Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section is a material term of this Price Agreement, and Contractor's failure to comply constitutes a breach entitling DAS PS to terminate the Master Agreement for cause.

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 effective date of this Amendment #5 and with the same effect as though made at the time of execution of this Amendment #5.

Certification: By signature on this Amendment #4 for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 305.380(4), ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

IN WITNESS WHEREOF, the parties have caused this Amendment #5 to be executed by their duly authorized representatives as of the day and year last written below.

**Approval Signatures:**

**ODP Business Solutions, LLC**



**Federal Tax ID Number: 86-2161688**

DocuSigned by:  
Signature and Date: Valya Broyer 9/14/2023  
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Printed Name and Title: Valya Broyer, Vice President

**The State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services**

DocuSigned by:  
Signature and Date: Keri A. Ashford 9/14/2023  
6981724AC413437...  
Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved for Legal Sufficiency Pursuant to ORS 291-047: N/A