

Amendment No. 13 to Master Agreement #8496

This is Amendment No. 13 to Master Agreement #8496, effective April 25, 2018, as amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services Office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and W.W. Grainger Inc. (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:

Master Agreement #8496 term is hereby extended to December 31, 2024.

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 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:

Contractor:

Signature: Christopher Carroll Date: 3-26-24

Printed Name, Title: Christopher Carroll, Sr. National Government Mgr.

Federal Tax ID: 36-1150280 Oregon Tax ID: 017532190-72

State of Oregon, by and through its Department of Administrative Services, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program:

Signature: John Anglemier Date: 03/26/2024

Printed Name, Title: John Anglemier State Procurement Manager

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

Signature: Karen Johnson, Sr Assistant Attorney General Date: 3/19/2024
Approved Via Email
GF 0505-22

Matter: _____