



OAKLAND COUNTY EXECUTIVE DAVID COULTER

**Purchasing**  
 (248) 858-0511 | purchasing@oakgov.com

PURCHASING

Buyer SNG

**AMENDMENT OF CONTRACT 010418****AMENDMENT #1****AMENDMENT #1 DATE: October 1, 2023**

This AMENDMENT #1 OF CONTRACT (hereafter this "Amendment #1") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
ODP Business Solutions, LLC	6600 North Military Trail Boca Raton, FL 33496
Vendor Number: 5836	

The County and Contractor agree and acknowledge that the purpose of this Amendment #1 is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment #1, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment #1 except as otherwise expressly provided for in this Amendment #1.
- 3.0 Description of Change: Exhibit IX, Section 2. of the Contract shall be deleted in its entirety and replaced with the following:
 

"2. Delivery/Minimum Order Value. Contractor shall institute a Twenty-Five Dollar (\$25.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee of \$5.95. Additional freight charges may apply for items exceeding certain attributes regarding weight and/or dimensions, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries."



OAKLAND COUNTY EXECUTIVE DAVID COULTER

**Purchasing**  
(248) 858-0511 | purchasing@oakgov.com

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment #1, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment #1 on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment #1.

**THE CONTRACTOR:**



SIGN / DATE:

DocuSigned by:

*Valya Broyer*

9/7/2023

135FFF7EE5AA480...

Valya Broyer, Vice President  
ODP Business Solutions, LLC

**THE COUNTY OF OAKLAND:**

SIGN / DATE:

DocuSigned by:

*Scott N. Guzy*

9/7/2023

8B02322C6B5F4AA...

Scott N. Guzy, CPPO, MBA, Purchasing Administrator

XXX