
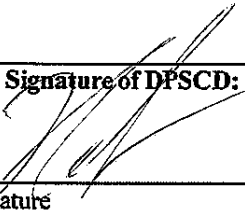


<b>DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT</b>  <b>Procurement Department</b> Fisher Building 11 <sup>th</sup> Floor 3011 West Grand Blvd. Detroit, MI 48202	<b>SECTION A</b> Contract Cover Page & Signatures	<b>1. Contract No.:</b> 21-0147 <b>Modification No.:</b> 001
		<b>2. ITB/RFP No.:</b> 21-0147
		<b>3. Contract Title:</b> Paper Products
		<b>4. Contract Amount:</b> \$540,000 NTE
		<b>5. Contract Term:</b> May 10, 2022 -- June 30, 2023
<b>6. Supplier Name:</b> HP Products Corporation d.b.a. Ferguson Facilities Supply <b>Address:</b> 8652 Haggerty Road <b>City/State/Zip:</b> Belleville, MI 48111 <b>Contact:</b> Eric Dixon <b>Telephone:</b> 248.910.6516 <b>Email/Fax:</b> Eric.dixon@ferguson.com		
<b>7. Contract Modifications:</b> <u>History</u> 1. The original contract amount was \$515,000 for the first contract period from July 1, 2021 through June 30, 2022.  <u>Modification 001:</u> 1. Increase contract by \$540,000 for the contract period through June 30, 2023. 2. Amend the Pricing and update terms as found in Amendment 1. 3. All other terms and conditions remain the same.		
<b>8. Signature of Authorized Supplier Representative:</b>  <div style="display: flex; justify-content: space-between;"> <div>             Signature         </div> <div>           11/10/22            Date Signed         </div> </div> Print Name: Mick Kender  Title: Sr. Sales Team Manager	<b>9. Signature of DPSCD:</b>  <div style="display: flex; justify-content: space-between;"> <div>             Signature         </div> <div>           11/16/2022            Date Signed         </div> </div> Print Name: Nikolai P. Vitti, Ed.D.  Title: Superintendent	

## AMENDMENT NO. 1

This Amendment (the "Amendment") made as of the 1<sup>st</sup> day of September 2022 ("Effective Date") is to the Agreement by and between the Detroit Public Schools Community District (the "District") and HP Products Corporation d.b.a. Ferguson Facilities Supply ("Supplier") dated on or around September 1, 2022, and any amendments hereto (collectively, the "Original Agreement").

### STATEMENT OF AMENDMENT TO ORIGINAL AGREEMENT

1. Contract shall be amended with the following:
  - a. Pricing should be wholly replaced with the following:

CLIN	Description	Unit	Qty	Unit Price
0001	(Mandatory) Cascades 1358 - Environmentally friendly Hard Roll Paper Towels. Natural brown or white, 1 ply, 775 Ft. per roll, 6 or 12 rolls per case, 27-35 lb.  Current dispenser dimensions: CAS1389 dispenser, Tandem Mechanic No Touch Smoke Grey (PT) Item Size: 12.5 x 15.25 x 9.75 in (31.7 x 38.7 x 24.7 cm) or like thereof matching all size and dimensions of current product inventory dispenses.  Price shall include delivery charges F.O.B. Destination, inside delivery.	Case	7000	34.98
0002	(Mandatory) Cascades Touchless Tandem 1389 Smoke Grey CAS1389 Dispenser, Jumbo Captive Tandem (JRT) - Pull Down Dispenser for Hand Roll Paper Towels  Item size: 11.7 x 5.9 x 14.6 in (29.6 x 14.9 x 37.1 cm)  Price shall include delivery charges F.O.B, Destination, inside delivery and installation.	Each	350	NO CHARGE

CLIN	Description	Unit	Qty	Unit Price
0003	<p>(Mandatory) Cascades 4259 – Environmentally friendly Jumbo Roll Tissue for existing 10" Cascade Jumbo dispenser CAS4259. 2 ply, 1400 Ft per roll, 3.6" wide, 2.25" core, 6 or 12 rolls per case.</p> <p>Current Dispenser dimensions: CAS4259 Dispenser, Jumbo Captive Tandem (JRT) (C259-new model) Item size: 11.7 x 5.9 x 14.6 in (29.6 x 14.9 x 37.1 cm)</p> <p>Price shall include delivery charges Price shall include delivery charges F.O.B, Destination, inside delivery.</p>	Case	7000	\$26.77
	<p>NEW TOILET TISSUE FOR NEW DISPENSERS CT320 white toilet tissue 6 rolls/ 1250' per roll/ case</p>	Case	7000	\$23.85
0004	<p>(Mandatory) Cascades JRT Tandem 4217 - Dispenser Jumbo (JRT) Dimensions shall fit current existing product.</p> <p>Dispenser dimensions: CAS4259 Dispenser, Jumbo Captive Tandem (JRT) Item size: 11.7 x 5.9 x 14.6 in (29.6 x 14.9 x 37.1 cm)</p> <p>Price shall include delivery charges F.O.B, Destination, inside delivery and installation.</p>	Each	300	NO CHARGE

CLIN	Description	Unit	Qty	Unit Price
0005	<p>(Mandatory) Sanitary Wax Liners for standard wall mounted and floor receptacles. Dimensions 9 x10x 3.25. Color brown. Case dimensions 12 x 8.75 x 4, weight 4-5lbs per case. Case quantity minimal 250.</p> <p>Price shall include delivery charges F.O.B, Destination, inside delivery and installation.</p>	Case	250	17.99
0006	<p>(Mandatory) Perforated (kitchen type) paper towels. 2-ply, 9 inches x 11 inches. 85-100 sheets per roll, 30 rolls per case</p> <p>Price shall include delivery charges F.O.B, Destination, inside delivery and installation.</p>	Case	2800	23.80
0007	<p>(Mandatory) Waste receptacles of various sizes. Waste receptacles will be ordered upon request by DPSCD. Vendor shall provide fair and reasonable pricing based on type and quantity ordered where possible. Such receptacles will be for areas such as: corridors, restrooms, offices, classrooms, sanitary receptacles and other areas.</p> <p>Receptacles shall be fire resistant where required or in the best interest of the location, uniform in color and size where possible.</p> <p>Price shall include delivery charges F.O.B, Destination, inside delivery and installation.</p>	Each	Upon Request	

- b. The following clause shall be added to the contract: Supplier will make commercially reasonable efforts to complete delivery of the goods as indicated by Supplier in writing. Notwithstanding the foregoing, neither party shall be liable for loss caused by events beyond their reasonable control including, but not limited to, a Force Majeure event such as acts of God, acts of government, war, labor difficulties, civil unrest, accidents, fire, pandemic, inability to obtain materials, delays of carriers, contractors or suppliers, or any other cause, whether similar or dissimilar, beyond Supplier's control. **DUE TO MARKET VOLATILITY AND MATERIAL SHORTAGES FROM SUPPLIER'S MANUFACTURERS, PRICES SET FORTH IN THIS CONTRACT, DETROIT PUBLIC SCHOOLS 21-0147, ARE SUBJECT TO ADJUSTMENT IN THE EVENT MANUFACTURER PRICING IS**

**INCREASED OR DECREASED AND/OR SURCHARGES ARE  
IMPOSED ON PRODUCTS SHIPPED AFTER THE ORDER DATE.**

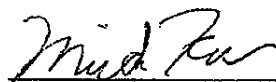
Under no circumstances shall Supplier be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expenses of any kind arising from any shipping delays or failure to give notice of any shipping delay. Any provision that explicitly requires a party to waive any claim (other than the statute of limitations) shall be null and void.

2. If any provision of this Amendment is held to be void or unenforceable, the remaining provisions are considered to be severable and their enforceability is not affected or impaired in any way by reason of such law or holding.
3. The terms and conditions of the Original Agreement remain in effect except as otherwise stated herein. In the event that any provision of this Amendment conflicts with any of the provisions set forth in the Original Agreement, the provisions of this Amendment shall govern and control.
4. The Original Agreement and this Amendment constitute the entire agreement between the parties with respect to the subject matter hereof; superseding all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.
5. This Amendment is incorporated by reference in, and is part of the Original Agreement. This Amendment need not be referenced in any instrument or document at any time referring to the Original Agreement, a reference to either the Original Agreement or the Amendment shall be deemed a reference to the Original Agreement, as modified hereby.

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6. Capitalized terms defined in the Original Agreement and used in this Amendment shall have the respective meanings assigned to such terms in the Original Agreement, unless clearly otherwise defined in the Amendment.
7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document.
8. The Parties further agree that a signature transmitted via facsimile or electronic mail shall be deemed original for all purposes hereunder.

**Signature of Authorized Supplier  
Representative:**

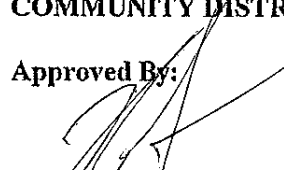
  
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Print Name: Mick Kender \_\_\_\_\_

Date: 10/21/22 \_\_\_\_\_

**DETROIT PUBLIC SCHOOLS  
COMMUNITY DISTRICT**

**Approved By:**

  
\_\_\_\_\_  
Nikolai P. Vitti, Ed.D., Superintendent

Date: 11/16/2022 \_\_\_\_\_

**Approved as to form by:**  
**Office of The General Counsel**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date so written.