

PURCHASE PRICE AGREEMENT

THIS PURCHASE PRICE AGREEMENT ("Agreement") is entered onto on the ____ day of July, 2018, by and between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 and Warehouse Direct, Inc., a Delaware corporation authorized to conduct business in the State of Illinois with offices at 2001 S. Mount Prospect Road, Des Plaines, Illinois 60018 ("Contractor").

1. Price

Contractor is a supplier of office supplies ("Materials"). Contractor has provided the Village with 2018 prices for its Materials as set forth in its Proposal, attached hereto, and incorporated herein by reference. The Village accepts the prices set forth in the attachment and agrees to purchase from Contractor such Materials as it finds necessary at the prices set forth in the attachment. The Contractor agrees that the 2018 prices for its Materials may only be increased in subsequent calendar years under this Agreement by the lesser of 3.0% or the calculated Chicago-Gary-Kenosha consumer price index (CPI) increase from the preceding year. The total amount of Materials to be purchased pursuant to this Agreement shall not exceed \$50,000.00 per annum.

2. Purchase Exclusions

This Agreement does not commit the Village to purchase any specific quantity of items or supplies. Furthermore, this is a non-exclusive agreement and the Village may use other vendors or contractors to purchase office supplies as deemed beneficial to the Village during the term of this agreement. Specifically, at the sole discretion of the Village, the exclusion list will include such items as furniture, software, computers, printers, janitorial supplies, copier paper, envelopes, and generally any single item which has a manufacturer's retail price exceeding \$1,000.

3. Tax Exempt

The Village, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. The Contractor agrees that its invoices will not include any amount for such sales taxes or retailer's occupation taxes.

4. Payment

The Village will pay all undisputed portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

5. Term of Agreement and Conflict.

This Agreement is valid for purchases of Materials through December 31, 2022. In the case of a conflict between a provision of this Agreement and a provision of the Village's Request for Proposals or the Contractor's Proposal, this Agreement shall control to the extent of such conflict.

6. Governing Law and Venue

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce this Agreement must be brought in the state and/or federal courts located in Cook County, Illinois.

7. Dispute Resolution

The Village does not agree to the mandatory arbitration of any dispute. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each party hereto shall bear the responsibility of paying its own attorney's fees and costs.

8. Binding Authority

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right and actual authority to bind their respective party to the terms and conditions of this Agreement.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

VILLAGE OF OAK PARK



By: Cara Pavlicek
Its: Village Manager

Dated: 7/25, 2018.

ATTEST



By: Vicki Scaman
Its: Village Clerk

Date: 7/25, 2018

REVIEWED AND APPROVED
ASTO FORM


JUL 2 2018
LAW DEPARTMENT

WAREHOUSE DIRECT, INC.



By:
Its:

Dated: 7/31, 2018.

ATTEST



By: RICK SCHACKEL
Its: ACCOUNT EXECUTIVE

Date: 7/31, 2018