



PURCHASING AGREEMENT

THIS PURCHASING AGREEMENT (the "Agreement") is made as of the 12th day of November, 2019, between **Henricksen**, a Furniture Dealer corporation ("Orland Park Public Library") with its library at 14921 S Ravinia Ave, Orland Park, IL and **Henricksen & Company, Inc.**, an Illinois corporation ("Henricksen"), with its corporate office at 1101 West Thorndale Avenue, Itasca, Illinois 60143.

WHEREAS, Orland Park Public Library wishes to purchase office furniture and related items ("Product") from Henricksen under the terms and conditions contained in this Agreement. Orland Park Public Library and Henricksen (collectively "the Parties") agree as follows;

WHEREAS, Orland Park Public Library wishes to engage Henricksen in the design, disassembling, packaging, shipping, installation, storage, maintenance, and management of Product previously purchased under the terms and conditions of this Agreement;

WHEREAS, Orland Park Public Library wishes to engage Henricksen in the development and maintenance of standards used for the Product as used within Orland Park Library.

WHEREAS, Henricksen has experience and expertise in the business of providing the Product;

WHEREAS, based on Henricksen's superior knowledge and experience relating to such Product, Orland Park Public Library has selected Henricksen to provide and manage the Product; and,

WHEREAS, Henricksen has agreed to provide the Product to Orland Park Public Library, all on the terms and conditions set forth herein.

1. General Terms.

1.1 All exhibit attached to this Agreement are incorporated herein by reference.

1.2 This Agreement will be available to all affiliates of Orland Park Public Library located within the continental United States, Caribbean locations, and Canada. Henricksen agrees to work with Orland Park Public Library to facilitate purchases for use outside the continental United States, Caribbean locations, and Canada

1.3 Orland Park Public Library represents to Henricksen that Orland Park Public Library intends to use the Product for business use only and are not intended for resale by Orland Park Public Library unless as surplus or scrap after a customary period of use.

1.4 The term of this Agreement ("Term") will begin on 12th of November, 2019 (the "Effective Date") and end on November, 2020 (the "Expiration Date"), subject to the rights of each party to terminate the Agreement as stated below. Orland Park Public Library or Henricksen may terminate this Agreement at any time, with or without cause, provided the terminating party gives the other party at least sixty (60) days prior written notice. All orders acknowledged prior to termination of this Agreement will be fulfilled under the terms and conditions and at the prices contained in the applicable purchase order. Upon written agreement within ninety (90) days of the Expiration Date, the Parties may agree to extend this Agreement upon the same terms and conditions contained herein.

2. Product Pricing and Shipping Terms.

2.1 The price for each Product is the list price for such Product in effect for the continental United States at the time the order is acknowledged by the manufacturer(s) (as set forth in manufacturer(s)'s then-current published list price), less the discount for each Product in the original proposal to, and signed and accepted by, Orland Park Public Library. The discounts are the same or better than those offered to other Henricksen customers purchasing the same volume aggregated over the past five years from the beginning date of this Agreement. In the event Henricksen cannot negotiate price list holds for some manufacturers, Henricksen will notify Orland Park Public Library thirty (30) days prior to any list price increases. Such list price increases are subject to negotiation between Orland Park Public Library and the Manufacturer.

2.2 Shipments will be F.O.B. Orland Park Public Library's location. Orland Park Public Library will pay freight charges when manufacturer(s) freight charge(s) are passed on to Henricksen. In any instance where shipment via an express/ground carrier such as Federal Express (FedEx) or UPS can be used efficiently, Henricksen will use Orland Park Public Library's accounts with those carriers.

2.3 Any expenses incurred by Henricksen and/or manufacturer(s) resulting from a request from Orland Park Public Library for special packaging, handling, routing and/or shipment method will be billed to Orland Park Public Library at Henricksen's cost. No customary packaging, handling, routing or shipment method is to be considered as special.

2.4 The list prices for Product do not include any applicable local, state, federal, provincial or use taxes and or customs duties, and such taxes or duties shall be reflected as a separate item on each invoice and paid by Orland Park Public Library.

2.5 The discounts off list price for Orland Park Public Library will follow the discount schedule attached in Exhibit B.

3. Order Placement, Changes, Cancellation or Deferral.

3.1 All purchases must be made by written purchase order and signed by an authorized representative of Orland Park Public Library. All purchase orders must be issued to Henricksen (i.e. name Henricksen on the face of the purchase order as the vendor, seller or like designation).

3.2 Orland Park Public Library will forward all purchase orders to Henricksen.

3.3 Each purchase order must provide a specific "bill to" and "ship to" address, the date by which Orland Park Public Library is requesting the Product be delivered, delivery instructions, and a description of any special conditions or situations with respect to the order.

3.4 Henricksen will review Orland Park Public Library's purchase order for accuracy and completeness. A received purchase order will be considered an acceptance of Henricksen's offer to sell the Product described on the purchase order. Henricksen will promptly provide Orland Park Public Library with an electronic acknowledgment of the orders within 48-72 hours of receipt of order.

3.5 Any order changes or cancellations requested by Orland Park Public Library after an order is finalized must be made in writing to Henricksen and are subject to the manufacturer's ability to change or cancel.

4. Delivery/Installation/Other Services.

4.1 Henricksen is responsible for receiving and installing the Product purchased by Orland Park Public Library, when required and indicated. Based on the individual project scope, Henricksen will provide a project manager to Orland Park Public Library at no charge. Should Orland Park Public Library find the service of this project manager to be ineffective, Henricksen will provide an alternate project manager.

4.2 The "Product Only" pricing includes delivery to the "ship to" location. The term "delivery" as used in this Agreement means delivery of the Product to the dock at the "ship to" location. Delivery does not include receipt, offloading, removal from carton, de-trashing, placement, site prep, installation or performing punch list items. Product which is purchased with installation includes the following:

- Receipt of product
- Creation of installation schedule
- Pre-installation site review when needed
- Confirmation of installation schedule
- Coordination and planning of truck schedule
- Offloading and staging of product
- Installation of product per plan
 - Leveling of product
 - Ganging of product if required
- Carton and packaging removal
- Pre-punch list
- Final punch list with on-site inspection and approval

The installation does not include services such as project design, extended warehousing, asset management, on-site power hook-ups and the like. If required, the cost for such services will be negotiated between Orland Park Public Library and Henricksen based on current time and material rates to be advised by Henricksen prior to placement of the purchase order for that installation. Henricksen may add a maximum of ten (10) percent of the installation charge for administration. Henricksen shall provide nominal assistance necessary from time to time to aid Orland Park Public Library in putting together its Product orders on a free of charge basis. Orland Park Public Library should consult with Henricksen to request such assistance.

4.3 Other Services outside of "Product Only" scope could include inventory management and reallocation designation of existing furniture inventory. At such time, any space planning and/or design services, project management services and administrative services required to complete this process whether as part of a project or one on its own would be billed at a minimum hourly rate of \$85.00. When requested, additional services could also include labor costs to remove, ship, relocate and reinstall existing furniture inventory. These services are invoiced per project.

4.4 Deliveries and/or installations shall be made during normal eight (8) hour business days, Monday through Friday, excluding holidays. If delivery and/or installation are required before or after normal working hours, on weekends or holidays, Orland Park Public Library and Henricksen will negotiate the cost for such additional services.

4.5 Orland Park Public Library will make the job site free and clear of debris prior to installation unless the product is purchased including the cost of this pre-installation service. Orland Park Public Library will furnish electrical current, heat and elevator service without charge to Henricksen. Additionally, unless otherwise agreed, Orland Park Public Library will provide:

- Parking and off-loading area suitable for access by a semi-trailer combination within 50 feet of the building entrance closest to the Product installation area and/or freight elevator
- Hard-surfaced access from trailer to building entrance
- Staging area adequate to sort, stage, and uncarton Product
- Free access during normal working hours to the location of the furniture installation area
- Access to a working freight elevator, as needed, for the duration of the project installation
- Electrical power, lights, and operating heat, if needed
- Personnel to perform on-site electrical power hook-ups
- Coordination of other trades so as not to encumber the Product installation site

If Orland Park Public Library fails to comply with the provisions of this section, any resulting expense or costs may be invoiced to Orland Park Public Library by Henricksen if advised to Orland Park Public Library at the time of installation.

4.6 Henricksen will file claims for damage during transportation of the Product. Product damaged during transportation will be repaired or replaced upon agreement between Henricksen and Orland Park Public Library. Henricksen will notify Orland Park Public Library within 48 hours of the damaged product being identified.

4.7 After acceptance of the Product by Orland Park Public Library, as shown by installation according to Orland Park Public Library's design, and except for loss or damage to the Product caused by either Henricksen or the manufacturer(s) during the delivery or installation process, any loss or damage to the Product (including damage caused by construction activity, vandalism, theft, fire or the elements) will be the responsibility of Orland Park Public Library.

4.8 Henricksen has agreed to provide a password protected catalogue of products, within Henricksen's website, for the reference of Orland Park Public Library and its personnel to view standard products and services, and for building budgets. This tool is maintained by Henricksen staff at no charge to Orland Park Public Library and will be modified by agreement between Henricksen and Orland Park Public Library.

4.9 Henricksen will provide Orland Park Public Library with a Procurement Punch Out capability at no charge to Orland Park Public Library.

5. Invoicing.

5.1 Invoices will be produced by Henricksen and sent directly to Orland Park Public Library at the "bill to" address specified in Orland Park Public Library's purchase order.

5.2 Payment terms for purchases of Product (whether "Product Only" or "Installed Product") are Net 30 from the date of invoice as printed on the invoice.

6. Delays.

In the event of construction delays, or other causes which are not within the reasonable control of Henricksen, force the postponement of installation of Product ordered by Orland Park Public Library beyond the agreed upon delivery date, the Product will be stored until delivery and/or installation can be completed. Transfer, insurance, and storage charges will be charged to Orland Park Public Library after forty-five (45) days of storage. Additional labor costs for loading and unloading of Product in such situation will be the responsibility of Orland Park Public Library. On that basis, Henricksen will provide free storage and insurance to Orland Park Public Library for a maximum of forty-five (45) days.

Any extended delay due to Henricksen or manufacturer(s) fault that cause a disruption of Orland Park Public Library operations may prompt a cancellation of the order by Orland Park Public Library at no cost to Orland Park Public Library provided that written notification of cancellation is given to Henricksen prior to order entering production.

Product portion of any stored order is due within payment terms agreed to in Section 5.2.

7. Notices.

All notices will be sent by mail or hand delivered to the applicable address below. Notice will be deemed given upon posting in the case of mail and upon actual delivery in the case of hand delivery.

If to Orland Park Public Library:

Orland Park Public Library
14921 South Ravinia Ave.
Orland Park, IL 60462
Attn: Mary Weimar

If to Henricksen:

Henricksen
1101 West Thorndale Ave.
Itasca, IL 60143
Attn: Mark Dalton

8. Assignment.

Orland Park Public Library has the right to assign its rights under this Agreement to its affiliates, provided the right of any such affiliate to purchase Product under this Agreement is subject to credit approval by Henricksen. An affiliate buying under this Agreement will become bound by the terms and conditions of this Agreement when such affiliate presents a purchase order to Henricksen.

Henricksen may not assign this Agreement, in whole or in part, without Orland Park Public Library's prior written consent, which shall not be unreasonably withheld. Any assignment of rights to this Agreement by Henricksen to a third party are bound by the terms and conditions of this Agreement.

9. Force Majeure.

Henricksen will not be liable to Orland Park Public Library for failure to deliver Product when delivery is prevented by any cause beyond their reasonable control, and Orland Park Public Library will not be liable for failure to receive Product when it is prevented from receiving such Product by any cause beyond its reasonable control. Causes beyond the affected party's reasonable control will include, but are not limited to, acts of God, war, rebellion, insurrection, labor disputes, inability to obtain raw materials or supplies due to clauses contained within this clause, or any act of governmental authorities that affect the operation of the Parties. Any party who is prevented from performing because of a cause beyond its reasonable control will immediately notify the other Party of the cause for such non-performance and of the anticipated extent of such delay. Any delay beyond thirty (30) days may be cause for breach of this Agreement.

10. Limitation of Liability.

NONE OF THE PARTIES WILL IN ANY CASE BE DIRECTLY LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF PROFITS OR REVENUES, LOSS OF USE OF PRODUCT, COST OF SUBSTITUTE EQUIPMENT, BASED UPON OR ARISING FROM ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. THE LIABILITY OF EITHER PARTY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES THAT GIVE RISE TO THE CLAIM.

11. Product Warranty.

The warranty for any Product purchased under this Agreement will be the manufacturer(s)'s published warranty in effect at the time that Orland Park Public Library's order is acknowledged. Henricksen is responsible for administering the warranty. All services, freight, delivery and costs associated with administering manufacturer's warranty will be the responsibility of Henricksen.

12. Miscellaneous.

12.1 No waiver by either party of any provision of this Agreement will act as a waiver of such party's right to insist upon compliance with such provision in the future.

12.2 The terms of this Agreement are strictly confidential and may not be disclosed by either party to any third party. In addition, Henricksen will hold strictly confidential any information that may be gathered as part of its involvement in Orland Park Public Library projects and installations.

12.3 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without consideration of its choice of law principles.

12.4 Henricksen agrees to comply to the Orland Park Public Library's Vendor Code of Conduct, as it may be revised from time to time.


12.5 During the term of this Agreement and for a period of twelve (12) months after the termination or expiration of this Agreement for any reason, neither Party shall solicit, induce, or hire any employees of the other Party with whom such Party had contact under this Agreement, except to the extent such individual independently responded to a publication advertising

extent such individual independently responded to a publication advertising the position. If a Party breaches this provision, the Parties agree that the actual damages will be difficult to assess, and the breaching Party shall pay to the other Party as liquidated damages, and not as a penalty, the greater of one year's compensation either (i) offered to the employee, or (ii) paid to the employee.

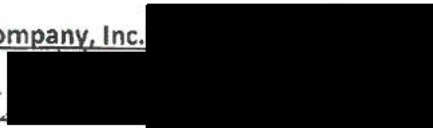
[Signature page to follow]

IN WITNESSES WHEREOF, Orland Park Public Library and Henricksen have executed this Purchasing Agreement as of the final day and year written below.

Orland Park Public Library:

By:  (signature)
Name: JOANNA M. LITVIN-LEAFER (printed name)
Its: BOARD PRESIDENT (title)
On: 11/18/19 (date)

Henricksen & Company, Inc.

By:  (signature)
Name: Mark Dalton (printed name)
Its: Principal / Vice President of Sales (title)
On: 12th / 11 / 2019 (date)

Discount from List

Manufacturer	Average Discount from List
Source International	47%
TMC	47%
OFS	47%
Buzzispace	42%
Allsteel	52%
Allermuir	49.5%
Bernhardt	47%
Krug	47%
Stylex	47%
Smith Systems	42%
Byrne	10%
Andreu World	47%
Hightower	47%
Enwork	47%
Bludot	7%
Loftwall	47%
ThreeH	54%
Datum	47%

The delivery of all products are subject to fuel surcharge and freight.

**RIDER TO PURCHASING AGREEMENT
BETWEEN THE BOARD OF LIBRARY TRUSTEES OF THE
VILLAGE OF ORLAND PARK AND
HENRICKSEN & COMPANY, INC. DATED November 18, 2019.**

This Rider is attached to, and is incorporated by reference in, the Purchasing Agreement (“Agreement”) made and entered into by and between the Board of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, an Illinois unit of local government (the “Library”) and Henricksen & Company, Inc., an Illinois corporation (“Henricksen”) for the purpose of supplementing and modifying certain terms and conditions of the Agreement. In the event of a conflict between the Agreement and this Rider, the provisions of this Rider shall govern and control. Where any provision of the Agreement is modified or deleted by this Rider, the unaltered provisions of the Agreement shall remain in effect.

1. The initial paragraph of the Agreement is revised to provide as follows:

“This Purchasing Agreement (the “Agreement”) is made of the 18th day of November, 2019, between the Board of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois (“Orland Park Public Library”) with its office at 14921 S. Ravinia Avenue, Orland Park, Illinois 60462, and Henricksen & Company, Inc., an Illinois corporation (“Henricksen”), with its corporate office at 1101 West Thorndale Avenue, Itasca, Illinois 60143.”

2. Subsection 1.2 of Section 1 is deleted.
3. In Subsection 1.4 of Section 1, the end date is November 30, 2019.
4. The last sentence of Subsection 2.1 of Section 2 is deleted.
5. Subsection 2.4 of Section 2 should be deleted and replaced with the following:

“The Library is a public body and is exempt from excise, sales and use taxes and will furnish Henricksen with exemption numbers as required. No requests for payments associated with the purchase of the Product may include any such taxes.”

6. Subsection 4.3 of Section 4 is amended to include the following:

“No other or additional services shall be provided by Henricksen except upon prior written approval of the Orland Park Public Library.”

7. The following is added to Subsection 5.2 of Section 5:

“All payments to Henricksen by the Orland Park Public Library shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).”

8. The first paragraph of Section 6 is amended to provide that Orland Park Public Library shall not be obligated for any transfer, insurance or storage charges, or labor costs, should there be delays in construction or delivery or postponement of installation by Henricksen, no matter the length of the delay or postponement.
9. The first paragraph of Section 8 is deleted.
10. In Section 9, the word "clauses" is replaced by "causes" (8th line) and the word "breach" is replaced by "termination" (last line).
11. Section 10 is deleted.
12. Subsection 12.2 in Section 12 is deleted.
13. The following provisions are hereby added to the Agreement:

“12.6. Henricksen hereby certifies that it is eligible to enter into public contracts and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33 E-3 or 33 E-4 of the Illinois Criminal Code, or of any similar offense of “bid rigging” or “bid rotating” of any state of the United States.

12.7. Henricksen hereby certifies that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

12.8. During the performance of this Agreement, Henricksen agrees to comply with the Illinois Human Rights Act, 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

12.9. In the manner and to the extent required by law, Henricksen will comply with the Illinois Prevailing Wage Act and all laws governing the payment of wages to laborers, workers and mechanics of Henricksen or any subcontractor of Henricksen who shall be bound to this Agreement and who is providing services covered by this Agreement.

12.10. Henricksen is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not:

- a) It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

- b) It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

12.11. Any change order or series of change orders that increase or decrease the contract value by \$10,000 or more, or that increases or decreases the contract duration by 30 days or more must be accompanied by a written request from Henricksen justifying the additional cost or change in schedule. Within an agreed upon period of time, the Library will provide a response to Henricksen's Change Order or Time request by providing a written determination that the change requested was not reasonably foreseeable at the time the Agreement was signed, the change is germane to the Agreement or the change is in the best interest of the Library. Any change increasing the original Agreement value by fifty percent (50%) or more must be re-bid by the Library."

THIS RIDER dated the 18th day of November, 2019.

BOARD OF LIBRARY TRUSTEES OF
THE VILLAGE OF ORLAND PARK,
COOK AND WILL COUNTIES,
ILLINOIS

HENRICKSEN & COMPANY, INC.
an Illinois corporation

By:


Authorized Officer

y:

Authorized Officer