

CONTRACT NO. 11419
AMENDMENT NO. 1

This Amendment No. 1 to Contract No./IFB No. 11419, originally effective as of March 1, 2014 (as amended the "Contract") by and between the Chicago Housing Authority ("CHA"), an Illinois municipal corporation with its main office located at 60 East Van Buren, Chicago, IL 60605 and Warehouse Direct ("Contractor"), a Delaware corporation with its offices located at 1601 West Algonquin Road, Mount Prospect, Illinois 60056, is entered into and effective as of 1st Day of March, 2016.

WITNESSETH:

WHEREAS, the CHA and the Contractor previously entered into the Contract for an initial base term of two years effective from March 1, 2014 through February 28, 2016, wherein the Contractor, for and in consideration of the covenants and agreements set forth therein agreed to supply and deliver toner cartridges and supplies to the CHA on a requirements basis under a Schedule(s) incorporated into the Contractor's responsive bid submission to the CHA's Invitation for Bid # 13-01211;

WHEREAS, the CHA and the Contractor desire to exercise the first one-year option to extend the Contract; and

WHEREAS, the Contractor is ready, able and willing to continue providing supply and delivery services in relation to such toner cartridges and related supplies to the CHA on the same terms and conditions as previously set forth in the Contract, with the pricing changes from the included option year proposal being effective as of the date of this Amendment;

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein and in the Contract, as amended hereby, the parties hereto, intending to be legally bound, hereby agree to the following modifications:

1. Term of Contract.

Pursuant to this Amendment No. 1, as contemplated and reserved in the first Option Year Extension of the Contract, the term of the Contract is hereby extended for one (1) additional one-year period from the date of the March 1, 2016, through the date February 28, 2017 (the "First Option Term"), under the same terms and conditions as set forth in the Contract, with any applicable pricing changes as were proposed in Contractor's Schedule(s) and bid submissions and Best and Final Offer for the first year option term.

2. Compensation

Pursuant to this Amendment No. 1 and the Total Compensation under the Agreement is hereby amended by increasing the prior not-to-exceed Compensation from One Hundred Eighty Thousand Dollars (\$180,000.00) by the additional amount of Ninety Thousand Dollars (\$90,000.00), resulting in the revised and increased Total Compensation under the Agreement in the not-to-exceed amount of Two Hundred Seventy Thousand Dollars (\$270,000.00).

3. Full Force and Effect.

The Contract is hereby modified in all other respects to give effect to the foregoing modification and, as so modified, shall remain in full force and effect and shall continue to constitute the valid and binding obligations of the parties hereto. Except as modified hereby, the Contract is hereby ratified, confirmed and approved.

4. Effectiveness and Construction.

This Amendment No. 1 to the Contract has been executed, delivered and accepted and shall be deemed to have been made under and shall be governed by and construed in accordance with laws of the state of Illinois.

5. Continuing Validity

All other terms and conditions of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the CHA and the Contractor have caused this Amendment No.1 to the Contract to be executed and become effective as of the date first above written.

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens
Dionna Brookens
Deputy Chief Procurement Officer

Department of Procurement and Contracts

WAREHOUSE DIRECT, INC.

By: Kevin Johnson
Name: Kevin Johnson
Title: CEO

Approved As to Form
CHICAGO HOUSING AUTHORITY
Office of the General Counsel

By: [Signature]
Name: James Pehley
Title: Chief Legal Officer