If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements without a written amendment in accordance with the Amendments section of Article 3, "Standard Terms and Conditions".

CERTIFICATE OF LIABILITY INSURANCE 11/1/2013

DATE (MM/DD/YYYY) 11/1/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES,LLC-K CHICAGO
525 W. Monroe, Suite 600
CHICAGO IL 60661
(312) 669-6900

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property & Casualty Insurance Co	20699
INSURER C : Indemnity Insurance Co of North America	43575
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1358094
Office Depot Inc. & Subsidiaries
6600 North Military Trail
Boca Raton, FL 33496

COVERAGES OFFDE01 DE **CERTIFICATE NUMBER:** 12049401 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	N	XSLG27014872	11/1/2012	11/1/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 350,000
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 15,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	ISAH08712931	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	XOO G2704881A	11/1/2012	11/1/2013	EACH OCCURRENCE	$ 25,000,000
							AGGREGATE	$ 25,000,000
								$ XXXXXXX
C A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WLRC47127749 (AOS) WCUC47127762 (OH) WLRC47127737 (CA, MA) WCFC47127750 (WI)	11/1/2012 11/1/2012 11/1/2012 11/1/2012	11/1/2013 11/1/2013 11/1/2013 11/1/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Chicago is included as Additional Insured as required by written contract with respect to General Liability per the terms and conditions of the policy. General Liability is Primary and Non-contributory as required by written contract per the terms and conditions of the policy.

CERTIFICATE HOLDER

12049401
City Of Chicago
Attn: Jacoby Radford
121 N. LaSalle St
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 11/12/2012

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS
LOCKTON COMPANIES,LLC-K CHICAGO
525 W. Monroe, Suite 600
CHICAGO IL 60661

PHONE (A/C, No, Ext): (312) 669-6900

FAX (A/C, No): (312) 681-6900

E-MAIL ADDRESS:

CODE: OFFDE01

SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY NAME AND ADDRESS
See Attached

NAIC NO:

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE: Property

NAMED INSURED AND ADDRESS
1105590
Office Depot Inc. & Subsidiaries
6600 North Military Trail
Boca Raton, FL 33496

LOAN NUMBER

POLICY NUMBER: Various

EFFECTIVE DATE: 4/1/2012

EXPIRATION DATE: 4/1/2013

☐ CONTINUED UNTIL TERMINATED IF CHECKED

ADDITIONAL NAMED INSURED(S)

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☒ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD X SPECIAL ☐

	YES	NO	N/A	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $				5,000,000 DED: 500,000
☐ BUSINESS INCOME ☒ RENTAL VALUE	X			If YES, LIMIT: X Actual Loss Sustained; # of months: 12
BLANKET COVERAGE	X			If YES, indicate value(s) reported on property identified above: $
TERRORISM COVERAGE		X		Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	X			
IS DOMESTIC TERRORISM EXCLUDED?	X			
LIMITED FUNGUS COVERAGE		X		If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X			
REPLACEMENT COST	X			
AGREED VALUE		X		
COINSURANCE		X		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT: INCLUDED DED: 50,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: DED:
- Demolition Costs	X			If YES, LIMIT: INCLUDED DED:
- Incr. Cost of Construction	X			If YES, LIMIT: INCLUDED DED:
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: INCLUDED DED: SEE ATTACHED
FLOOD (If Applicable)	X			If YES, LIMIT: INCLUDED DED: SEE ATTACHED
WIND / HAIL (If Subject to Different Provisions)	X			If YES, LIMIT: INCLUDED DED: SEE ATTACHED
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X			
Transit ($10,000,000 Sublimit)	X			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

DE [M463617] [M463616]

☐ MORTGAGEE ☐ CONTRACT OF SALE
☐ LENDERS LOSS PAYABLE

NAME AND ADDRESS
407270
City of Chicago
Attn: Jacoby Radford
121 N. LaSalle St.
Chicago IL 60602

LENDER SERVICING AGENT NAME AND ADDRESS

AUTH

RATION. All rights reserved.
For questions regarding this certificate, contact the number listed in the 'Producer' secti

EXHIBIT A

DEPARTMENT OF PROCUREMENT AND CONTRACTS

Compliance Utilization Plan

Reason for UP:	New Contract	**Original Contract Value:**	$ 98,000.00	**CONTRACT MODIFICATIONS/ AMENDMENTS**			
Spec. No. (RFP/IFB):		**Amended Contract Value:**	$ 98,000.00	**Modification No.**	**Dollar Value**	**Modification No.**	**Dollar Value**
Contract No.:	11763	**Current Modification/ Amendment No.:**					
Contract Description:	Piggyback of contract with City of Chicago for CHA Office Supplies						
Vendor Name:	Office Depot	**Current Modification/ Amendment Value:**					
Vendor Ethnicity:		**Purchase Order No.:**					
User Department:	General Services	**Purchase Order Value:**					
Project Manager:	Bob Peluse	**Contract Start and End Date:**	5/1/2016 - 11/27/2016				
Procurement Specialist:	Ethan Sinnema	**Length of Contract Term:**					
Compliance Specialist:	James Butler	**Option Year Being Exercised:**				**Total Modification Value:**	$ -

MBE/WBE/DBE UTILIZATION PLAN

MBE/WBE/DBE Contractor Name	*Ethnicity	Gender	Participation Type	M/W/DBE	Original M/W/DBE Contract Value	Total M/W/DBE Modification Value	Current M/W/DBE Contract Value	Percentage of Total Contract	Utilization Value to Date	Work to be Performed
South Coast Paper	AA	Male	Direct	MBE	$14,700.00	$ -	$14,700.00	15.00%		Recycled Copy Paper
Simead Manufacturing	C	Female	Direct	WBE	$ 4,900.00	$ -	$ 4,900.00	5.00%		Office Supplies
								0.00%		
								0.00%		
								0.00%		
								0.00%		
								0.00%		
								0.00%		
								0.00%		
								0.00%		
				Totals:	**$ 19,600.00**	**$ -**	**$ 19,600.00**	**20.00%**	**$ -**	

M/W/DBE REQUIREMENTS	M/W/DBE COMMITMENT			M/W/DBE ACTUALS			M/W/DBE LIQUIDATED DAMAGES (Calculation is based on achievements to date)
		Dollars	Percentage		Dollars	Percentage	
Dollars	MBE Commitment:	$ 14,700.00	15.00%	MBE Actuals:	$ -	0.00%	
$ 19,600.00	WBE Commitment:	$ 4,900.00	5.00%	WBE Actuals:	$ -	0.00%	
Percentage	DBE Commitment:	$ -	0.00%	DBE Actuals:	$ -	0.00%	
20%	**Total:**	**$ 19,600.00**	**20.00%**	**Total:**	**$ -**	**0.00%**	$ (19,600.00)

SECTION 3 UTILIZATION PLAN

SECTION 3 BUSINESS CONCERN SUBCONTRACTING

Section 3 Business Concern Name	Participation Type	Original S3BC Contract Value	Total S3BC Modification Value	Current S3BC Contract Value	Percentage of Total Contract	Utilization to Date	Percentage of Achievement	Work to be Performed
N/A								
	Totals:	$ -	$ -	$ -	0.00%	$ -	0.00%	

SECTION 3 HIRING

Job Title	Commitments	Actuals	Job Title	Commitments	Actuals
N/A					

Total New Hires Needed for Entire Project	0
Requirement *(this is rounded up)*	
Total Section 3 Hires Required:	0
Percentage Requirement:	
Commitment	
Total Section 3 Hiring Commitment:	0
Percentage of Commitment:	
Actuals	
Total Section 3 Hiring Achievement to Date:	0
Percentage of Achievement:	

OTHER ECONOMIC OPPORTUNITIES

Outline the opportunities proposed by the Prime Contractor in the Schedule B - Section 3 Utilization Plan in Part II: Other Economic Opportunities.

SECTION 3 CONTRIBUTION FUND

Hiring *(NTE $100,000)*	
Dollar Value of Contribution:	0
Percentage of Contribution:	0.00%
Contracting *(NTE $500,000)*	
Dollar Value of Contribution:	0
Percentage of Contribution:	0.00%
How will funds be obtained?	
CHA will deduct portions from each purchase order.	
Vendor will submit one check to cover full contribution to fund.	

ADDITIONAL COMMENTS:

This is a supply and delivery contract - section 3 does not apply

***ETHNICITY GROUPS:** *African American - AA • Asian - A • Caucasian - C • Hispanic - H • Other - O*

Contract Compliance Specialist	Date	Contract Compliance Manager	Date
James Butler	9/16/2016		9/19/16

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

RFP/IFB/CONTRACT/PURCHASE ORDER NO: 11763 DATE FORM SUBMITTED: 8/30/16

PROJECT TITLE: Office Supplies

PRIME CONTRACTOR NAME(S): Office Depot

ADDRESS: 515 Kehoe Blvd, Carol Stream IL. 60188 TELEPHONE: 630 871-4450

CONTACT NAME/TITLE: Bob Peluso Acct. Mgr

E-MAIL ADDRESS: bob.peluso@officedepot.com

Ethnicity: Corporation Gender: N/A

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO. : [redacted]

CONTRACT AMOUNT: $ 98,000.-

M/W/DBE TOTAL: $ 19,600.-

M/W/DBE TOTAL PERCENTAGE: 20% %

NOTE: The M/W/DBE Total represents the sum of all of the subcontracts listed on this Schedule A, including Self-Performing Prime's portion.

The Contractor shall in determining the manner of M/W/DBE participation, first consider **Direct Participation** with M/W/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. After exhausting reasonable good faith efforts and with prior CHA approval, the bidder/proposer may also meet all or part of the CHA's M/W/DBE commitment goals, through **Indirect Participation**, by contracting with M/W/DBEs for the provision of goods and services not directly related to the performance of the contract/scope of work. Indirect participation can be demonstrated by providing copies of canceled checks (both front and back) paid to the certified subcontractors, and a Letter of Certification that was current at the time the checks were issued to the subcontractor (must be entered into B2Gnow and Contract Compliance Specialist will approve). Indirect participation must have occurred within a six month period of the dates of this contract and will not be considered as acceptable participation on multiple contracts.

Firms seeking M/W/DBE subcontracting credit via Direct or Indirect participation must include **one (1) current certification** from a CHA approved certifying agency. A copy of a current Letter of Certification is required. Applications for certified status will not be accepted. M/W/DBEs utilized for direct or indirect participation must be currently certified by one of the following agencies: City of Chicago, METRA, PACE, Cook County, State of Illinois - Central Management Services (CMS), Women Business Development Center (WBDC), Chicago Transit Authority (CTA), the Chicago Minority Supplier Development Council (CMSDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA 8(a)). For contractors whose principal business address is located outside of the metropolitan Chicago area, certification of comparable agencies will be considered.

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

I. DIRECT PARTICIPATION

A. COMPANY NAME: South Coast Paper
ADDRESS: P.O. Box 8053 Columbia, SC 29202-8053
CONTACT PERSON: James Metcalfe TELEPHONE: 678 539 7276
E-MAIL ADDRESS: J.metcalfe@southcoastpaper.com
ORIGINAL M/W/DBE DOLLAR VALUE: 14,700.— % of Total Contract Value: 15%
AMENDED M/W/DBE DOLLAR VALUE: — % of Total Contract Value: —

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
Recycled copy paper

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
Supplied as ordered by CHA

B COMPANY NAME: Smead Manufacturing Co.
ADDRESS: 600 Smead Boulevard, Hastings, MN 55033
CONTACT PERSON: Jim Green TELEPHONE:
E-MAIL ADDRESS: Jim.green@smead.com
ORIGINAL M/W/DBE DOLLAR VALUE: 4,900.— % of Total Contract Value: 5%
AMENDED M/W/DBE DOLLAR VALUE: — % of Total Contract Value: —

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
Folders, poly envelopes, expanding files, all smead products

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
Supplied as ordered by CHA.

C. COMPANY NAME:
ADDRESS:
CONTACT PERSON: TELEPHONE:
E-MAIL ADDRESS:
ORIGINAL M/W/DBE DOLLAR VALUE: % of Total Contract Value:
AMENDED M/W/DBE DOLLAR VALUE: % of Total Contract Value:

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

D COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

E. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

F COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division
SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

G. COMPANY NAME: _____

ADDRESS _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

H. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

I. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long)

_____

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

II. INDIRECT PARTICIPATION

A. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: (_____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

B. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

C. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: (_____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division
SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

E. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

F. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

_____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

_____

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division
SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts supplier agreements, purchase orders referencing the SPEC., RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department, Contract Compliance Section, 60 East Van Buren, 13th Floor, Chicago, IL 60605.

I do solemnly declare and affirm under the penalty of perjury that the contents of the forgoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

NAME OF PRIME CONTRACTOR (Print or Type)

Office Depot, Inc

AUTHORIZED OFFICER

Name	Signature	Date
Claudia Hughes	Claudia Hughes	9/9/2016

NAME OF NOTARY (Print or Type)

Melissa Doran

STATE OF Pa. COUNTY OF Bucks ON THIS 9th DAY OF Sept. 20 16 BEFORE ME APPEARED (NAME) Claudia Hughes TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY (NAME OF COMPANY) Office Depot, Inc TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC [signature] (SEAL) COMMISSION EXPIRES: March 12, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MELISSA M DORAN
Notary Public
DENSALEM TWP., BUCKS COUNTY
My Commission Expires Mar 12, 2018

CHICAGO HOUSING AUTHORITY (CHA)
Procurement & Contracts Department Contract Compliance Division

SCHEDULE C
Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

M/W/DBE *or* SECTION 3 BUSINESS CONCERN NAME:

Certification Status (Check One): [X] MBE [ ] WBE [ ] DBE

Section 3 Business Concern: [ ] Yes [X] NO

FEIN: 51091692 ETHNICITY: Black GENDER: Male

CONTACT NAME/TITLE: LaJoie Broughton / Marketing

E-MAIL ADDRESS: l.broughton@southcoastpaper.com

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: 11763

PROJECT TITLE: Office Supplies DATE FORM COMPLETED: 8/9/16

PRIME CONTRACTOR: Office Depot (NAME) 630 871 4450 (TELEPHONE NUMBER)

NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.

1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes [ ] No [✓]

If yes, explain below (Include dollar amount & percentage that will be subcontracted to other firms):

2. List commodities/services to be provided for the above-referenced contract:

   Recycled Copy Paper

3. Indicate the total dollar value: $ 14,700

4. Terms of the agreement including but not limited to joint venture, subcontract, supplier or purchase order agreements on the above-referenced contract (timeframe and other subcontract details): Total dollar value is to be 15% [illegible] Office Depot CHA

Schedule C - Letter of Intent Revised 08.15.2014

CHICAGO HOUSING AUTHORITY (CHA)

Procurement & Contracts Department Contract Compliance Division

SCHEDULE C

Letter of Intent M/W/DBE and/or Section 3 Business Concern

Subcontractors, Suppliers, Consultants

(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

AFFIDAVIT

The undersigned will enter into a signed agreement with the Prime Contractor listed above within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority.

I do solemnly declare and affirm under the penalty of perjury that the contents of the forgoing document are true and correct, and that I am authorized on behalf of the Subcontractor to make this affidavit.

South Coast Paper

(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT) 8-10-16 (DATE)

Rendella B. Robinson

(NAME OF NOTARY - PRINT OR TYPE)

STATE OF South Carolina COUNTY OF Richland

ON THIS 10th DAY OF August 20 16

BEFORE ME APPEARED (NAME) Paul Mitchell

to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by Paul Mitchell to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC Rendella B. Robinson (SEAL)

COMMISSION EXPIRES August 26, 2019

CMS

ILLINOIS Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

January 20, 2016

Lajoia Broughton
South Coast Paper Llc
Po Box 8053
Columbia, SC 29202-8053

Certification Term Expires: January 20, 2017

Re: MBE Recognition Certification Approval (CMSDC)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Chicago Minority Supplier Development Council's (CMSDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the CMSDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

RECYCLED PAPER - ANNUAL CONTRACT
PAPER, ANNUAL CONTRACT, FINE
OFFICE SUPPLIES, MISC.: PENS, PENCILS,
CALENDARS, CALENDAR PADS AND STANDS
PAPER PRODUCTS: TOILET TISSUE, NAPKINS,

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

1/20/16

Carlos Gutierrez
Certification Manager
Business Enterprise Program

(L21MBE)

CHICAGO HOUSING AUTHORITY (CHA)

Procurement & Contracts Department Contract Compliance Division

SCHEDULE C

Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants

(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: Smead Manufacturing

Certification Status (Check One): ☐ MBE ☒ WBE ☐ DBE

Section 3 Business Concern: ☐ Yes ☒ NO

FEIN: 41-0543420 ETHNICITY: Caucasian GENDER: Women-Owned

CONTACT NAME/TITLE: Jim Green

E-MAIL ADDRESS: JIM.GREEN@SMEAD.COM

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: 11763

PROJECT TITLE: Office Supplies DATE FORM COMPLETED: 8/8/16

PRIME CONTRACTOR: Office Depot (NAME) 630 871 4450 (TELEPHONE NUMBER)

NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.

1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes ☐ No ☒

If yes, explain below (Include dollar amount & percentage that will be subcontracted to other firms):

2. List commodities/services to be provided for the above-referenced contract:
   Folders, Poly Envelopes, Expanding Files the complete line of Smead products

3. Indicate the total dollar value: $ 4,900.-

4. Terms of the agreement including but not limited to joint venture, subcontract, supplier or purchase order agreements on the above-referenced contract (timeframe and other subcontract details): Total dollar value is to be 5% of purchases from Office Depot.
   CHA

CHICAGO HOUSING AUTHORITY (CHA)

Procurement & Contracts Department Contract Compliance Division

SCHEDULE C

Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants

(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

AFFIDAVIT

The undersigned will enter into a signed agreement with the Prime Contractor listed above within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority.

I do solemnly declare and affirm under the penalty of perjury that the contents of the forgoing document are true and correct, and that I am authorized on behalf of the Subcontractor to make this affidavit.

Smead Mfg. Co.

(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

James R Green 8/9/16

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT) (DATE)

Dawn L. Finholdt

(NAME OF NOTARY - PRINT OR TYPE)

STATE OF MN COUNTY OF Dakota

ON THIS 9 DAY OF August 2016

BEFORE ME APPEARED (NAME) James Green

to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by Smead to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC: Dawn Finholdt (SEAL)

COMMISSION EXPIRES: 1-31-2019

DAWN L. FINHOLDT
Notary Public-Minnesota
My Commission Expires Jan 31, 2019

WBENC Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

to

Smead Manufacturing Company

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE)
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center – Chicago, a WBENC Regional Partner Organization

Expiration Date 06/30/2016
WBENC National Certificate Number: 241168

Authorized by Emilia DiMenco, President & CEO
Women's Business Development Center - Chicago

WOMEN'S BUSINESS DEVELOPMENT CENTER

NAICS Codes: 322230

UNSPSC Codes: 14110000

Astra WBEA WBEC WBEC YOUTH WBEC

EXHIBIT B

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) [ ] has, [X] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [X] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) [ ] is, [X] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [X] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [X] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans [ ] Asian Pacific Americans
[ ] Hispanic Americans [ ] Asian Indian Americans
[ ] Native Americans [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization):

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Claudia Hughes 5/20/16

Signature & Date:

Typed or Printed Name:

Claudia Hughes

Title:

Vice President

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: Office Depot, Inc.
Bidder/Proposer Address: 6600 North Military Trail
Boca Raton, Florida 33496

IFB/RFP NUMBER: None

Federal Employee I.D. #: [redacted] or Social Security #: N/A

Instructions: **FOR USE WITH ALL CONTRACTS.** Every Contractor submitting a bid/proposal to the Chicago Housing Authority ("CHA") must complete this Contractor's Affidavit. Special attention should be paid to those Sections which require the Contractor to provide certain information to the CHA. The Contractor should complete this Contractor's Affidavit by signing and notarizing Section XIV. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event the Contractor is unable to certify to any of the statements contained herein, the Contractor must contact the Department of Procurement and Contracts of the CHA and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The terms and conditions of the City of Chicago Professional Services Agreement Contract #26701 dated November 28, 2012, shall govern agreement.

The undersigned Claudia Hughes (Name) as Vice President (Title)

and on behalf of Office Depot, Inc. (Business Name) ("Contractor") having been duly

sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

All bidders/proposers/contractors shall provide the following information with their bid/proposal/contract. Complete all blanks by entering the requested information or if the question is not applicable, answer with "NA". If the answer is none, please answer "none".

Bidder/Proposer is a: (Check One)				
	[X]	Corporation	[ ]	Sole Proprietor
	[ ]	Partnership	[ ]	Not-for-Profit Corporation
	[ ]	Joint Venture	[ ]	Other

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Average Annual Sales - Last 3 years: $13,941,000,000

Current Net Worth: $6,442,000,000 Date Business Started September 12, 1986

SECTION 1. FOR PROFIT CORPORATIONS

a. Incorporated in the State of Delaware.

b. Authorized to do business in the State of Illinois YES [X] NO [ ]

c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type	Title (Print/Type)
See attached list.			

d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
N/A		%
		%
		%
		%

e. Is the corporation owned partially or completely by one or more other Corporations?
YES [ ] NO [X]

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%

of the proportionate ownership of the corporation and indicate the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
There are no shareholders that have 10% or more ownership. Please see our current shareholders at the following link below: http://investor.officedepot.com/phoenix.zhtml?c=94746&p=irol-ownershipsummary We have also attached our Office Depot 2015 Annual Report.		%
		%
		%
		%

NOTE: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with its bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

SECTION 2. PARTNERSHIP

If the bidder/proposer is a partnership, indicate the name of each partner (or attach list) and the percentage of interest of each therein.

NAME OF PARTNERS (Print/Type)	PERCENTAGE INTEREST
N/A	%
	%
	%
	%

SECTION 3. SOLE PROPRIETORSHIPS

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES [ ] NO [ ]
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee (s), indicate the principal(s) for whom the agent or nominee holds such interest.

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Name(s) of Principal(s) (Print/Type)

N/A _____

_____

_____

_____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

N/A _____

_____

_____

_____

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

a. Incorporated in the State of N/A.
b. Authorized to do business in the State of Illinois YES [ ] NO [ ]
c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type	Title (Print/Type)
N/A			

NOTE: The General Counsel may require any such additional information from any entity to achieve full disclosure relevant to the Contract. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Director of Procurement and Contracts takes action on the Contract or other action required of the General Counsel.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor's Affidavit or if a subcontractor or subcontractor's affiliated entity during a period of three (3) years prior to the date of award of the subcontract:

    a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1 et seq.

    b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

    c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

    d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of the Illinois Criminal Code, 720 ILCS 5/33E-

4, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.

4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Chicago Housing Authority or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to CHA employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor's Affidavit are true and correct.

5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a CHA officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.

2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time certifications in form and substance equal to the certification Subsection A of Section II of this Affidavit. The Contractor shall not, without the prior written permission of the CHA, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's

affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of any of the conduct described in Section II (A) hereof.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the CHA upon request.

4. The Contractor will not, without the prior written consent of the CHA, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.

5. Contractor hereby agrees, if the CHA so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq. as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

Notes 1-4 For Section II. Contractor's Certification

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).

4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAX DELINQUENCIES

In completing this Section III, authorized signatory must initial on the line next to the appropriate subsection.

1. _X_ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.

1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

1) the contract is for goods or services vital to the public health, safety, or welfare; and
2) the CHA is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV. PUNISHMENT

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contract or and allows the CHA to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

V CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

A. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a pubic (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Please see comment on next page.

Office Depot is party to thousands of contracts. The majority of these contracts contain provisions allowing the agency to terminate the contract at any time. There are a myriad of reasons why an agency would elect to terminate a contract prior to the scheduled expiration date. There have been no contract terminations that would adversely affect our ability to perform under this contract as a vendor. Additionally, as a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract as a vendor.

B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.

C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

VI. EPA CONTRACTOR LISTING

A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:

1. The Clean Air Act (42. U.S.C. 4701 et. seq.), as amended;
2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
7. Illinois Environmental Protection Agency regulations, as amended;
8. Illinois Department of Labor regulations, as amended;
9. City of Chicago Ordinances, as amended;

B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.

C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.

D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loa or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or more than $100,000 for each such failure.

VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

As used in this Affidavit, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term "Contractor" shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the CHA

A. REPORTS: Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitle "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. PRIOR REPORTS: If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further

agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the CHA will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

D. The Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS/PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

IX. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR Part 60) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

A. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

YES __X____ NO _____

B. If answer to 1, is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

YES __X____ NO _____

X. DAVIS - BACON CERTIFICATION

A. By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the CHA by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a) (1)).

B. No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the CHA by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).

C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI. SECTION 3 CERTIFICATION

For all contracts where Section 3 is applicable, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq and CHA Resolutions implementing Section 3 requirements. The Prime Contractor will submit a Schedule B-Section 3 Utilization Plan to identify employment, subcontracting, and other economic opportunities for CHA residents and low- and very low-income Chicago area residents during the term of the contract between the Prime Contractor and CHA.

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. See below comment. and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

XIII. ETHICS POLICY

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

The terms and conditions of the City of Chicago Professional Services Agreement Contract #26701 dated November 28, 2012, shall govern agreement.

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

XIV. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Claudia Hughes

Signature of President or Authorized Officer

Claudia Hughes

Name of President or Authorized Officer

Vice President

Title

Telephone Number

State of Pennsylvania)
)
County of Bucks)

Signed and sworn to before me this 19th day of May, 20 16
by

Claudia Hughes (Name) as Vice President

(Title) of Office Depot, Inc. (Contractor)

Notary Public Signature

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MELISSA M DORAN
Notary Public
BENSALEM TWP., BUCKS COUNTY
My Commission Expires Mar 12, 2018