

**CONTRACT NO. 11439
AMENDMENT NO.1**

This Amendment No.1 to Contract No. 11439, a Supply and Delivery Agreement originally effective on or about January 1, 2014 (as amended the "Agreement") is entered by and between the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation with its principal office at 60 East Van Buren, in the City of Chicago, State of Illinois (hereinafter, the "**CHA**"), and **W.B. Mason Co., Inc.** (hereinafter, the "Contractor"), a Massachusetts corporation, with its principal office at 21 Commerce Drive, Cranbury, New Jersey 08512.

WITNESSETH:

WHEREAS, the CHA and the Contractor originally entered into the Agreement for a base term of one (1) year, effective from January 1, 2014 through December 31, 2014, wherein the Contractor, for and in consideration of the covenants and agreements set forth therein, agreed to provide supply and delivery services for office supplies and copy paper to the CHA, pursuant to an award under the CHA's Bid Specification IFB#13-01213;

WHEREAS, the CHA desires exercise the option reserved to it to extend the Agreement for an additional term of one (1) year, from January 1, 2015 through December 31, 2015, for purposes of continuing the supply and delivery services described in the Agreement upon the same prevailing terms and conditions of the original Agreement, except as modified herein; and

WHEREAS, the Contractor is ready, able and willing to continue providing the supply and delivery services to CHA on the same general terms and conditions as previously set forth in the Agreement, except as modified herein;

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

1. Term of Agreement.

The term of the Agreement is hereby extended for the one-year (1) period commencing on January 1, 2015 (the "Effective Date" of this Amendment) through December 31, 2015, under the same terms and conditions as set forth in the Agreement, except as otherwise provided herein.

2. Compensation.

In addition to the compensation previously provided for in the Agreement in the not-to-exceed amount of Thirty Nine Thousand Four Hundred Thirty Five and 05/100 Dollars (\$39,435.05), the CHA shall add additional not-to-exceed funding to the Agreement in the amount of Forty Thousand Nine Hundred Sixty Four and 48/100 Dollars (\$40,964.48) as of the Effective Date of this Amendment No.1. As the result of the additional funding authorized herein, the new total compensation authorized under this Agreement is in the not-to-exceed amount of Eighty Thousand Three Hundred Ninety Nine and 53/100 Dollars (\$80,399.53).

The Contractor agrees not to perform or provide, and waives any and all claims for payment of work, equipment, services, supplies or other costs which would result in billings beyond this amount without a prior written amendment to this Agreement authorizing said additional work, cost or expense. The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the amount of not-to-exceed compensation authorized under this Agreement.

3. Full Force and Effect.

The Agreement is hereby modified in all other respects to give effect to the foregoing modification, including the incorporation herein by reference of that certain Pricing Schedule attached to the Contractor's original bid submittals as

Fee Form Attachment 1A, which shall become effective as of January 1, 2015, thereby superseding the prior Fee Form (Attachment 1) in its entirety. As so modified the Agreement 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 Agreement is hereby ratified, confirmed and approved.

4. Effectiveness and Construction.

This Amendment No.1 to the Agreement 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 Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the CHA and the Contractor have caused this Amendment No.1 to the Agreement to be executed and become effective as of the Effective Date defined above.

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens

Dionna Brookens, Senior Director
Department of Procurement and Contracts

W. B. MASON CO., INC.

By: Louis M. Angelucci

Name: LOUIS M. ANGELUCCI
Title: GOVT SALES

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

By: Scott W. Amundson



**SMALL ORDER BID #13-01213 for
SUPPLY AND DELIVERY OF COPY PAPER
November 5, 2013**

Required for use by:

**THE CHICAGO HOUSING AUTHORITY
ADMINISTRATIVE SERVICES DEPARTMENT**

All bids shall be faxed to:

(312) 913-7063

Attn: Carlyn E. Augustave

Email: caugustave@thecha.org

Phone: (312) 913-7636

**SMALL ORDER BIDS MAY BE RECEIVED PRIOR TO, BUT NOT LATER THAN
1:00 P.m. Local Time on Monday, November 18, 2013**

**ISSUED BY:
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

Thomas N. Serafini, Assistant Director of Procurement & Contracts



Invitation for Bid #13-01213
SUPPLY AND DELIVERY OF COPY PAPER
November 5, 2013

SCOPE OF SERVICES

The Chicago Housing Authority ("CHA") Administrative Services Department is seeking qualified vendors to submit bids to supply and deliver copy paper to its offices located at 60 E. Van Buren Street, Chicago, Illinois 60605. The paper will be ordered on an as needed basis. The quantities provided in the Fee Proposal are annual estimates only, provided for bidding purposes. The CHA reserves the right to order less or more. **The CHA does not anticipate ordering the quantities provided at one time.**

As a part of its effort to become greener and more environmentally friendly, the CHA is requesting sustainable, eco-friendly, non-toxic or low odor and recycled content copy paper with this bid.

INVENTORY LEAD TIME

Selected Respondent must be able to provide on-line ordering and must maintain an inventory of sufficient diversity and quantity to ensure the delivery within two (2) business days of receipt of an order from the CHA.

The Selected Respondent's repeated failures to meet the above stated delivery requirements may be used by the CHA as grounds for the termination of the contract, and may further affect the Awardee's eligibility for future contract awards.

BACKORDERS

The Selected Respondent must notify the CHA electronically of any backorders; an anticipated ship date must also be provided.

RETURNS AND RESTOCKING

The Selected Respondent must pick up any defective or rejected shipments within 48 hours of notification. **The CHA will not pay restocking fees.**

The Selected Respondent must replace the material and/or issue a credit within seven (7) business days of the return. If a credit is not received within seven (7) business days, the CHA will deduct the amount of the return from any outstanding invoices at the end of the month or time of payment.

FEE PROPOSAL

CHA requires fixed pricing for the items listed in the Fee Proposal page. Respondents must complete the Fee Proposal page providing the item number, manufacture/brand name, catalog price, catalog discount, unit price and extended price for each item listed. Failure to sign and complete the Fee Proposal page in its entirety may deem the bid non-responsive.

The CHA reserves the right to review contract pricing structure at the end of the initial 12 months of the contract and, modify the same if such is in the best interest of the CHA.

QUESTIONS

All questions must be submitted in writing and faxed to Carlyn E. Augustave at 312-913-7063, or emailed to caugustave@thecha.org no later than **Tuesday, November 12, 2013 at 1:00 p. m. Central Standard Time.**

INSURANCE

A copy of your insurance Certificate and Endorsement is required at the time of contract award: Please include the following insurance requirements: General Liability \$1,000,000/\$2,000,000. CHA is to be named as an additional insured on the general liability policy and such insurance shall be endorsed as primary and non-contributory to any other insurance available to the CHA. CHA must be listed as the Certificate Holder.

BILLING:

All invoices for billing should be forwarded to:

Chicago Housing Authority
Accounts Payable
60 East Van Buren St. 11th Floor
Chicago, Illinois 60605

All invoices must be signed, dated, and reference the services provided, quantities procured, unit prices and purchase order number. All pertinent documentation must accompany the invoice(s) for timely processing. If the Contractor has more than one (1) purchase order/contract, separate invoices must be prepared for each purchase/contract. **Taxes shall not be charged to the CHA.**

PAYMENT:

The CHA will process payment within thirty (30) calendar days after receipt of acceptable invoice(s) completed in accordance with the terms specified herein, and all supporting documentation necessary for the CHA to verify the services invoiced.

TERM:

The term of the contract will commence upon approval of the CHA and continue for a base period of one (1) year, with one (1) one-year renewal option.

GENERAL CONDITIONS:

General conditions for purchase orders, and HUD 5.1 "Mandatory Contract clauses for small purchases other than construction" are attached and made a part hereof.

SUBMITTALS:

1. Schedule B - Section 3 Utilization Plan
2. Schedule C- MWDBE and Section 3 Subs
3. A sample copy of Certificate of Insurance

If you are in agreement and will comply with the requirements, please sign all fee proposal pages, affix your signature below and return ALL forms. Please send your response via fax at 312-913-7063 or via email at caugustave@thecha.org to the attention of Carlyn E. Augustave, Procurement Specialist.

All bids must be received by Monday, November 18, 2013 at 1:00 p.m. Local Time.

Name of Firm

Phone Number

Fax Number

Authorized Signature

Date

CHICAGO HOUSING AUTHORITY

Department of Procurement and Contracts
60 East Van Buren, 13th floor
Chicago, Illinois 60605

ORIGINAL

INVITATION FOR BID

Contact Person: Luis Bejar, Procurement Specialist PH: 312-913-5882

BIDDER'S NAME

ADDRESS:

Specifications for: SUPPLY AND DELIVERY OF OFFICE PAPER.

IFB 11-00626
(Specification Number)

Release Date: Friday, October 28, 2011

TO BE OPENED: Monday, November 21, 2011 AT 10:00 A.M. - Local Time

NOTE: CITY OF CHICAGO LICENSE FOR GENERAL CONTRACTORS: The City of Chicago ("the City") requires that all General Contractors doing business in Chicago obtain a City of Chicago license from the City's Department of Buildings. A General Contractor is defined by the City of Chicago Municipal Code at 4-36-010 as follows:

"..... a person who, as an investment or with the intent to sell or lease, arranges or submits a bid or offers to undertake or purports to have the capacity to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve, or make addition to any buildings."

Each bid must be accompanied by a current and valid license from the City of Chicago. The absence of a license shall cause a bid to be deemed non-responsive and therefore ineligible for award. Any Contractor that does not have a currently valid license from the City of Chicago shall be deemed non-responsive. Applications will no longer be accepted.

NOTE: Vendors wishing to receive credit towards the Chicago Housing Authority's M/W/DBE Program via direct or indirect participation must note the following program changes.

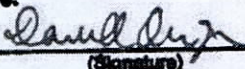
One (1) current certification from CHA-approved certifying agencies must be submitted with the bid for each subcontractor or prime proposed to count towards the Chicago Housing Authority's M/W/DBE Program. The certifying agencies remain as follows:

City of Chicago
Cook County
Pace
Metra
Chicago Transit Authority

State of Illinois Central Management Services (CMS)
Small Business Administration
Chicago Minority Business Development Council (CMBDC)
Illinois Department of Transportation
Women's Business Development Center (WBDC)

If the certification applicant is the Prime Contractor and the awardee for this project, and the approved certification is not received when requested by the CHA, the Prime Contractor must agree to submit a modified Utilization Plan that indicates that the required minority compliance has been sought and secured with other subcontractor(s). If the applicant is a subcontractor and does not receive approved certification, the Prime Contractor must submit a

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


(Signature)

Daniel Orr Jr.
(Print Name)

W.B. MASON Co., Inc.
(Contractor's Name)

Senior V.P.
(Title)

11/17/11
(Date)

IFB #11 - 00626 SUPPLY AND DELIVERY OF OFFICE PAPER PAGE BF#1

a modified Utilization Plan that indicates utilization of another minority vendor who meets the above stated certification requirements.

BID SUBMITTAL: The Chicago Housing Authority (hereinafter "the CHA" or "the Authority") invites Bidders to submit sealed bids for the above described specification. Bidder shall:

- (a) Enter his/her firm's name in the space provided at the beginning of this Specification; and
- (b) Submit THREE (3) COPIES, one (1) original and two (2) photocopies, of the "Bid Submittal" form comprising all BF pages. PLEASE NOTE: Each BF Page within all three (3) copies shall bear an original (not photocopied) signature; and
- (c) Submit ONE (1) ORIGINAL COPY of all required MBE/WBE/DBE and Section 3 documents; and
- (d) Submit ONE (1) ORIGINAL COPY of all other required bid documents (see enclosed Index of Documents); and
- (e) Acknowledge below receipt of any Addenda issued.

Sealed bids shall be delivered or mailed to the CHA's address listed above. The sealed envelope/package shall be marked with (1) the Bidder's Name and Address; (2) the Specification title and number; and (3) the bid opening date and time. **IMPORTANT: Do NOT staple, comb-bind or punch holes in any submitted materials.** Use binder clips or paper clips only to hold documents together. When submitting CHA and/or photocopied documents, print on one side only. All bids submitted and accepted become the property of the CHA.

WITHDRAWAL OF BIDS: No bid shall be withdrawn for a period of one hundred eighty (180) calendar days after the opening of bids without the consent of the CHA.

PREPARATION OF BIDS

- a) Bids must be submitted on the forms furnished by the CHA or on copies of those forms and be manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
- b) The bid forms may require bidders to submit the bid prices for one or more items on various bases, including lump sum bidding, deductive alternate prices, unit prices of construction, or any combination thereof.
- c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- d) Alternate bids will not be considered unless this solicitation authorizes the submission.

BID SECURITY:

☒ Not Required

Each individual bid must be accompanied by a bid bond in the amount of N/A of the total amount of bid submitted or a certified check in the same amount, payable to the "Chicago Housing Authority", hereinafter called the "CHA". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful bidders will be returned as soon as practicable after the opening of bids.

FINANCIAL STATEMENT: A copy of your firm's most recent audited financial or annual report must be submitted with your bid. The statement must have been performed within the last twelve (12) months. This information will remain confidential and may be used by authorized CHA personnel in determining your firm's financial capability to perform the required scope of service. Failure to submit the financial statements shall result in the bid package being deemed non-responsive.

TAX: This bid shall not include charges for the Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to the CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. The CHA will provide all contract awardees with a tax Exemption Certificate.

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. **EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE.** Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.

Daniel Orr Jr.
(Signature)
Daniel Orr Jr.
(Print Name)

W.B. MASON Co., Inc.
(Contractor's Name)
Senior V.P.
(Title)
11/17/11
(Date)

FALSE STATEMENTS IN BIDS: Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

PRE-BID CONFERENCE: A Pre-bid Conference will be held at Chicago Housing Authority @ 60 East Van Buren, Chicago, IL 60605 at 10:00 a.m. (local time) on Wednesday, October 26, 2011. All prospective bidders are urged to attend. Non-attendance on the part of a bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of this bid package or any addenda thereto.

TECHNICAL QUESTIONS: All technical questions regarding this Contract must be submitted in writing as directed in the "Special Conditions". Telephonic, oral, or any other means of communication of relaying questions shall not be answered. If an answer is inadvertently or otherwise provided to a question other than as specified below, it is expressly understood that the answer is not binding in any way on the Authority. All Technical questions regarding this bid should be submitted by no later than 10:00 a.m. (local time) on Wednesday, November 9, 2011. All questions during the bidding process should be faxed or emailed to:

Luis Bejar, Procurement Specialist
Chicago Housing Authority
Department of Procurement and Contracts
60 E. Van Buren St., 13th Floor
Chicago, IL 60605

Phone (312) 913-5882
Fax (312) 913-5883
Email lbejar@chca.org

ADDENDA: The CHA reserves the right to issue Addenda to correct, modify and amend this invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

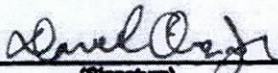
BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA: Number 1 Dated 11/10/11 2 11/10/11

BID OPENING: No bids will be accepted after the date and time indicated on Page BF/1, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed shall result in the bid being deemed non-responsive and rejected by the CHA for further consideration.

PRE-AWARD SURVEY MEETING: The CHA reserves the right to conduct a Pre-Award Survey Meeting with the Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by Federal Law. This Pre-Award Survey Meeting may include:

- a review of the Bidder's capacity to perform the terms and conditions of the contract;
- a review of the Bidder's understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work;
- a discussion (and demonstration, if requested) of the Bidder's expertise in reading and interpreting the technical specifications included with this solicitation;
- further breakdown of the Division Costs;
- past performance on other CHA and State/local government agencies contracts;
- current employee depth and capabilities;
- financial records and resources/capabilities;
- a visit to examine the Bidder's facilities and on-hand equipment; and
- any other area or aspect of the Bidders integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


(Signature)
Daniel Orr Jr.
(Print Name)

W.B. MASON Co., Inc.
(Contractor's Name)
Senior V.P.
(Title) 11/17/11
(Date)

Contract Award-Sealed Bidding

- a) The CHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the Lump Sum Base Bid Total and the price-related factors specified elsewhere in the solicitation (also see "MULTIPLE AWARDS AND REJECTION OF BIDS").
- b) The CHA may waive informalities or minor irregularities in bids received.
- c) The CHA may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- d) The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- e) The CHA reserves the right to reject any and all bids, or to release or withdraw this invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of the CHA. In such instances, the CHA reserves the right to seek procurement by means of non-competitive negotiation.
- f) No Awards may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from the Authority or the United States, as furnished by HUD.

TYPE OF CONTRACT: The CHA contemplates awarding a Firm-Fixed Rate Contract under this indefinite quantity solicitation based on the Lump Sum Base Bid Total.

TIME FOR PERFORMANCE: Please refer to the Project Schedule Submittal pages. A Notice to Proceed will be issued by the CHA subsequent to contract execution. The work to be performed under this Contract shall be subject to and comply with the CHA's "Special Conditions of the Contract for Non-Construction" and the HUD "General Conditions for Non-Construction Contracts-Public Housing Programs" (Form HUD 6370-C)

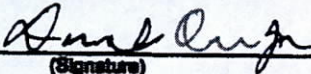
MULTIPLE AWARDS AND REJECTION OF BIDS: The Authority reserves the right to award multiple firm fixed rate contracts under this solicitation. The Authority also reserves the right to reject any and/or all bids when it is determined to be in the best interest of the CHA.

TERM OF CONTRACT: The term of the contract(s) to be awarded shall be for a (1) one year base period with one (1) year option. Each award may be subject to HUD approval.

No Awards may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from CHA or the United States, as furnished by HUD.

COOPERATIVE PURCHASING: From time to time, the CHA, other "governmental units" (see 30 ILCS 525/1) (hereinafter, "Sister Agencies"), and CHA contracted Property Management Companies (Attachment B) may enter into cooperative purchasing agreements for the procurement or use of common goods and services whereby one Sister Agency or Property Manager conducts a competitive procurement and another or several other Sister Agencies or Property Managers enter into separate and distinct contracts with the Selected Respondent. The Sister Agency (ies) or Property Manager issue purchase orders/delivery orders, process invoices and make payments under separate contracts with the Selected Respondent, to the extent each Sister Agency or Property Manager is authorized to do so. Sister Agencies or Property Managers intending to utilize a competitively solicited CHA Contract must notify the CHA's Contracting Officer of the intended participation and identify the contract. The credit or liability of each Sister Agency or Property Manager shall remain separate and distinct. The following Sister Agencies are contemplated by this provision: The City of Chicago; The Chicago Park District; The Chicago Public Schools; The Chicago Board of Education; The City Colleges of Chicago; The Chicago Transit Authority; The Chicago Board of Elections; The Metropolitan Fair & Exposition Authority; McCormick Place; The Municipal Courts of Chicago; and The Public Building Commission.

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


(Signature)
Daniel Orr Jr.
(Print Name)

W.B. MASON CO., INC.
(Contractor's Name)
Senior V.P.
(Title)
11/12/14
(Date)

POST-BID CONFERENCE: The CHA will notify the Awardee(s) when and where the Post Bid Conference will take place. The Awardee(s) must attend this conference before entering the worksite or having materials delivered there.

PERFORMANCE AND PAYMENT BOND:

☒ Not Required

☐ Upon award of the contract by the CHA, the Contractor shall provide and pay for an acceptable Performance Bond in the amount of 100% of the contract price or separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the contract price. **IMPORTANT:** The surety must be a guaranty or surety company which appears in U. S. Treasury Circular No. 570 published annually in the Federal Register, and must, at a minimum, have an "A" rating in according to the A.M. Best Rating Guide. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. The CHA shall not be responsible for the cost of the Performance and Payment Bond.

W-9 SUBMITTAL: Upon award of the contract by the CHA, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the CHA.

SECTION 3 - COMPLIANCE: The CHA has determined that the contract awarded under this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 135 - Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons. Bidders shall be deemed to have demonstrated compliance with the "greatest extent feasible" requirement of Section 3 at the date and time published for bid opening by submitting a direct hiring plan that is, in CHA's sole discretion, equitable by non-arbitrary, non-capricious criteria. If after selection of a Bidder, but prior to execution of a contract, a Bidder's hiring plan is deemed inequitable, the CHA shall endeavor to negotiate a specific number of public housing residents, other than Section 3 Residents, to be trained or employed on Section 3-covered assistance and may require the utilization of one or several tiers in combination to achieve compliance by Bidder to the greatest extent feasible.

AVAILABILITY OF FUNDS: The CHA's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the CHA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

CONTRACT DOCUMENTS:

The Contract Documents, which forms the Contract between parties (the "Contract"), include the terms and conditions contained within each task order; all written modifications, amendments and change orders to this Contract; all Specification Bid Form pages (pages BF/1, BF/2, BF/3, BF/4 and BF/5) when accepted by the CHA; "Special Conditions"; "HUD General Conditions for Construction (Form 5370)" or "HUD General Contract Conditions for Non-Construction (Form 5370-C)" (as applicable); the "Work Schedule" as defined in paragraph 6 of HUD General Conditions for Construction and as amended from time to time pursuant to paragraph 6 (if applicable); the "Instructions to Bidders (form HUD-5389)" or "Instructions to Offerors Non-Construction (form HUD-5389-B)" (as applicable); applicable wage rate determinations from either the U.S. Department of Labor or HUD; the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion (if applicable); "Technical Specifications"; drawings, if any; Contractor's Affidavit or any other affidavits, certifications or representations Contractor is required to execute under the Contract with the CHA; MBE/WBE/DBE and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive (collectively referred to as the "Contract Documents").

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.

David L. Jones
(Signature)
Pamela Orr Jr.
(Print Name)

H. B. MASON Co., Inc.
(Contractor's Name)
Senior V.P.
(Title)
11/17/11
(Date)

In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by CHA or Bidder are a part of the contract unless expressly stated therein.

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.

Daniel Orr Jr.
(Signature)

Daniel Orr Jr.
(Print Name)

W.B. MASON Co., Inc.
(Contractor's Name)

Senior V.P.
(Title)

11/17/11
(Date)

**CHICAGO HOUSING AUTHORITY
Bid Submittal**

SCOPE OF WORK: The Respondent shall provide CHA with the following:

- Free Delivery to dock located at 80 East Van Buren
- Next day delivery (24 hours from placing order)
- Dedicated customer service representative assigned to CHA's account
- Returns and exchanges must be picked up within 48 hours
- Credit must follow (within 48 hours)
- Internet Capable-Free of charge
 - 1. All orders on this contract are to be processed on-line.
 - 2. Multiple approval process required on all orders on line, User, Manager, Purchasing Representative.
 - 3. Supplier to provide all training support to Purchasing on an as needed basis.
 - 4. Supplier to provide dedicated representative for on-line assistance during business hours.
 - 5. Supplier to notify the CHA on daily basis of any orders on hold by email or telephone call.
 - 6. Report generation capability by User Departments.
 - 7. Full catalog available on line. The selected vendor must be able to accommodate the CHA with online ordering.

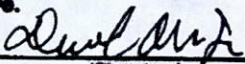
VENDOR TO PROVIDE 5 COPIES OF THEIR CATALOG WITH BIDS

Other Submittal Forms:

The following documents, properly executed and notarized shall be submitted with the proposal. Proposals not containing ALL submittal requirements may be deemed Non-Responsive. These documents can be located on the CHA website at http://www.thecha.org/pages/forms_documents/86.php.

- a. Statement of Bidder's Qualifications
- b. Subcontractor Information Submittal
- c. Notarized Contractor's Affidavit
- d. Acknowledgement of reviewing CHA's Ethics Policy on Respondent's stationary signed by an authorized principal
- e. Schedule A - MBE/WBE/DBE Utilization Plan
- f. Schedule B - Letter of Intent MBE/WBE/DBE Subcontractors, Suppliers, Consultants
- g. Schedule W-MBE/WBE/DBE Waiver Request, if a waiver is being requested
- h. HUD Form 5369-C Certifications & Representations of Offerors - Non Construction Contracts
- i. Equal Employment Opportunity Compliance Certificate

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.

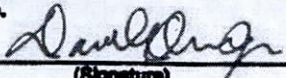

(Signature)
Daniel Orr Jr.
(Print Name)

W.B. Mason Co. Inc.
(Contractor's Name)
Senior V.P.
(Title)
11/12/11
(Date)

The Bidder acknowledges, by signing below, that it has read, understands, has filled out where applicable, and accepts the terms of any documents listed below which are incorporated to this IFB and located on the CHA website at: http://www.thecha.org/pages/forms_documents/98.php:

these BF/1 through BF/11 pages;
the "Amendment(s) to Special Conditions", if any (such as the CHA's M/W/DBE Policy made available through the CHA website, www.thecha.org);
the "Special Conditions of the Contract for Construction";
the "Amendment(s) to General Conditions", if any;
the HUD "General Conditions for Construction Contracts - Public Housing Programs" (Form HUD-5370);
the "Instructions to Bidders for Contracts" (Form HUD-5369);
the "Representations, Certifications, and Other Statements of Bidders" (Form HUD-5369-A);
the Contractor's Affidavit;
the Non-Collusive Affidavit;
the "Contract Compliance Requirements", including
the "MBE/WBE/DBE Utilization Plan (Schedule A),
the "Letter of Intent" (Schedule B),
the CHA's "Section 3 Policy" (as made available through the CHA website, www.thecha.org);
the CHA Ethics Policy (as made available through the CHA website, www.thecha.org);
the Instructions to Contractors Regarding Affirmative Action Under Executive Orders 11246 and 11914, all inclusive;
the Instructions and Forms;
the Invitation to Bid;
the Proposal Bid Form;
the Form of the Contract;
the "Previous Participation Certificate" (Form HUD-2530);
the Certificate of Liability Insurance;
the Statement of Bidder's Qualifications;
the Subcontractor Information Submittal;
the Minimum Insurance Requirements;
the Vendor's Audited Financial/Income Tax Statement; and
the Equal Employment Opportunity Compliance Certificate.

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.


(Signature)
Daniel Orr Jr.
(Print Name)

W.B. Mason Co., Inc.
(Contractor's Name)
Senior V.P.
(Title)
11/17/11
(Date)

CHICAGO HOUSING AUTHORITY
Bid Submittal

Offers shall complete all forms and submit three copies. **EACH SUBMITTED PAGE MUST BEAR AN ORIGINAL SIGNATURE.** Failure to sign these forms shall result in the entire proposal package being deemed non-responsive.

In conformance with the terms and conditions of the Contract Documents, the undersigned, having familiarized him(her)self with local conditions and said Contract Documents, hereby proposes, offers, and agrees, if this bid is accepted within 180 calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated below.

Basis of Award for Paper: In selecting the lowest responsive and responsible bidder(s), the CHA will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. The CHA anticipates awarding a Firm, Fixed Rate Contract for this indefinite quantity solicitation.

The CHA reserves the right to award one or more contract(s) or to reject any or all bids when the best interest of the CHA will be served thereby.

**SUPPLY & DELIVERY OF OFFICE PAPER TO
THE CHICAGO HOUSING AUTHORITY
IFB # 11-00826
ONE (1) YEAR BASE TERM**

CONTRACT TERM: ONE (1)-YEAR FROM DATE OF NOTICE-TO-PROCEED:

Lump Sum Base Bid Total Price for Specific OFFICE PAPER
(Calculated from the Attachment 1)
Should include delivery price

\$ 57,674.05

Terms: F.O.B Destination: 60 East Van Buren

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. **EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE.** Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.

Daniel Orr Jr.
(Signature)

Daniel Orr Jr.
(Print Name)

W.B. Mason Co., Inc.
(Contractor's Name)

Senior K.P.
(Title)

11/17/11
(Date)

CHICAGO HOUSING AUTHORITY
Bid Submittal

Offers shall complete all forms and submit three copies. **EACH SUBMITTED PAGE MUST BEAR AN ORIGINAL SIGNATURE.** Failure to sign these forms shall result in the entire proposal package being deemed non-responsive.

In conformance with the terms and conditions of the Contract Documents, the undersigned, having familiarized him(her)self with local conditions and said Contract Documents, hereby proposes, offers, and agrees, if this bid is accepted within 180 calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated below.

Basis of Award for Paper: In selecting the lowest responsive and responsible bidder(s), the CHA will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. The CHA anticipates awarding a Firm, Fixed Rate Contract for this indefinite quantity solicitation.

The CHA reserves the right to award one or more contract(s) or to reject any or all bids when the best interest of the CHA will be served thereby.

**SUPPLY & DELIVERY OF OFFICE PAPER TO
THE CHICAGO HOUSING AUTHORITY
IFB # 11-00826
OPTION YEAR ONE (1) PRICING**

BID PERIOD: 1-YEAR FROM DATE OF NOTICE-TO-PROCEED:

Lump Sum Option Bid Total Price for Specific OFFICE PAPER
(Calculated from the Attachment 1A)
Should include delivery price

\$ 59,981.55

Terms: F.O.B Destination: 60 East Van Buren

Bidder shall complete all BF Pages and submit one (1) Original and two (2) Copies. EACH SUBMITTED BF PAGE MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign all BF Pages shall result in the entire Bid Package being deemed non-responsive.

Daniel Orr Jr.
(Signature)
Daniel Orr Jr.
(Print Name)

W.B. Mason Co., Inc.
(Contractor's Name)
Senior V.P.
(Title)
11/17/11
(Date)

ALL BIDDERS MUST COMPLETE THE TOP SECTION OF THIS PAGE

If this Bid is submitted by a Joint Venture, each business shall provide the information requested below AND a copy of the Joint Venture Agreement must be included with Your Bid. Failure to provide the Joint Venture Agreement shall result in the Entire Bid Package being deemed Non-Responsive. This Page BF/10 must be submitted in triplicate and each page must bear an original signature.

By signing this page BF/10 and submitting this bid, the Contractor acknowledges and agrees to the following: (1) that it has reviewed the Contract Documents and understands and agrees to the terms and conditions contained therein; (2) that this bid, and the prices contained therein shall remain firm if accepted by the CHA within 180 days; (3) that the Contractor shall be bound by the terms and conditions of the Contract; and (4) that the Contractor shall perform the Work for the total amount of compensation, based upon the Contractor's bid contained herein, as entered below on page BF/10 by the CHA's Contracting Officer, provided that the bid is accepted by the CHA and this Contract Document is executed by the CHA's Contracting Officer.

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 bid are true and correct.

(Affix Corp. Seal)
If a Corporation Seal is not affixed, this document must be notarized. If neither is done, this entire bid will be considered non-responsive and rejected

W.B. MASON Co., Inc.
(Contractor's Name)

By: [Signature]
(Signature)

Daniel Orsola
(Printed or Typed Name)

Title: SENIOR VICE PRESIDENT - MARKETING
(If a Corporation, President, Vice President, Partnership, Partner or other Officer should sign, evidence of authority must be submitted.)

Address: 21 COMMERCE DRIVE

City, State, Zip: CAHNSWEN, NJ 08512

Telephone No.: (866) 926-2766

Taxpayer ID. No.: [Redacted]

Subscribed and sworn to before me
this 16TH day of NOVEMBER 2011

My Commission Expires:
MAY 28, 2015

Joanne M. Morrison
(Notary Public)

Fax No.: (866) 399-1018

Date Signed By Contractor: 11/6/11

Contract Award

110559
(Vendor Code)

11103
(Contract No.)

The Chicago Housing Authority does hereby accept the Contractor's offer, bid and proposal as set forth in these Specification for Bid packages, in the amount of Fifty seven thousand six hundred seventy-four and 05/100. (\$ 57,674.05) subject to the terms, conditions and requirements contained in the Contract. The Contractor agrees not to perform, and waives any and all claims for payment for work that would result in billings beyond this amount without a prior written amendment to the Contract authorizing said additional work. The Contractor recognizes an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

The Term of this Contract is January 1, 2012 through December 31, 2012

The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

By: [Signature]

Title: Contracting Officer
Chicago Housing Authority
60 East Van Buren
Chicago, Illinois 60605

Date Signed: 4/2/12