

REGION 4 ESC / OMNIA PARTNERS, PUBLIC SECTOR

PARTICIPATION AGREEMENT

BETWEEN
CHICAGO HOUSING AUTHORITY
AND
OFFICE DEPOT, LLC

This Participation Agreement (the "**Contract**") is made and entered into effective as of the 30th day of July, 2021 ("**Effective Date**"), by and between Chicago Housing Authority (hereinafter referred to as the "**Customer**" or "**CHA**"), and Office Depot, LLC, a Delaware limited liability company with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "**Office Depot**" or the "**Vendor**").

WITNESSETH:

WHEREAS, on April 23, 2019, and effective as of June 1, 2019, Region 4 ESC/OMNIA Partners, Public Sector ("**Lead Agency**") awarded Office Depot Region 4 ESC Contract No. R190303 for Office Supplies, Related Products and Office Services, which permits government entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement (defined below). Region 4 ESC Contract R190303 includes and incorporates various supporting documentation, disclosures, schedules, and other incorporated content (all comprising the "**Master Agreement**", collectively incorporated herein as Exhibit A);

WHEREAS, the CHA, in reliance upon the participation rights available and in effect under the Master Agreement, sought authorization and approval from the Lead Agency and Office Depot to participate in the Master Agreement, which was approved by Office Depot and representatives of the Lead Agency in the communication of approval for CHA participation dated January 19, 2021 and incorporated herein by reference as Exhibit B; and

WHEREAS, the CHA and Office Depot desire to enter into this Contract to facilitate the provision of office supply and delivery services and other integrally related services and amenities by Office Depot to the CHA (hereinafter, collectively referred to as the "**Services**"), upon the same generally prevailing terms, conditions and prices as established in the Master Agreement, except as specifically modified by the terms herein;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. **INCORPORATION OF MASTER AGREEMENT.**

The purpose of this Contract is to allow the Customer to purchase supplies (and receive supplies and deliveries thereof) from Office Depot at the discounted prices, rates, or upon other preferential terms and conditions set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all duly-authorized and duly-executed subsequent amendments thereto. To the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract, the terms of this Contract shall prevail.

This Contract shall have no effect (adverse or otherwise) upon the validity, duration, or operation of the Master Agreement as between the Vendor and the Lead Agency or any other agencies or entities utilizing the services, benefits, or amenities available pursuant to the Master Agreement. Furthermore, to fully effectuate the independent performance, operation, and administration of this Contract as a wholly separate agreement from the Master Agreement, this Contract shall be construed by the Customer and Office Depot, and by any court, tribunal, or other entity charged with enforcement or interpretation of this Contract harmoniously with the Master Agreement to the fullest extent practicable and with the stated intention of Customer and Office Depot that each shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

Except for such provisions relating to the overall program operation, such as fees paid to Lead Agency or audit rights of Lead Agency, all rights and duties generally applicable to or reserved to the Lead Agency under the Master Agreement shall likewise be vested in the Customer for purposes of this Contract. Furthermore, all rights and duties generally applicable to or reserved to Office Depot under the Master Agreement shall likewise be vested in Office Depot for purposes of this Contract. Additionally, any material clause or provision set forth in the Master Agreement which has an analogous or equivalent term or provision under law or regulation that would apply to the parties to this Contract, the equivalent law or provision shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law, or regulation referenced in the Master Agreement.

2. **TERM AND COMPENSATION.**

The initial term of this Contract is for the three (3) year period commencing from the Effective Date through January 18, 2024, or until the Services to be provided under this Contract are fully completed and accepted, whichever occurs last. Additionally, the parties shall have the right to extend the Contract for up to two (2) additional one-year option terms in accordance with the terms of the Master Agreement (provided the Master Agreement provides for such option exercise or extension at the time of the desired contract extension term and has not otherwise expired or been terminated) upon the same prevailing terms and conditions as were in effect as of the expiration of the prior term, except to the extent that pricing for such renewal or option term has been actually or effectively amended, whether pursuant to the Master Agreement, or pursuant to a pricing amendment mutually agreed to in writing by the CHA and the Vendor for such extension term, which shall be no less favorable than any equivalent pricing that may then be in effect under the Master Agreement.

In consideration of Office Depot's performance and provision of the Services, goods, supplies, and other related activities herein, the CHA shall pay the Vendor compensation in the total not-to-exceed amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (hereinafter the "**Total Compensation**"). Pricing for office supplies, goods, deliveries, or other related services, shall be subject to the same established catalog pricing, selection, discounts, rebates, and other pricing terms established in the Master Agreement.

The Vendor agrees not to perform and waives any and all claims for payment of supplies, goods, deliveries, work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount is the only compensation provided for in this Contract and there will be no additional costs, fees, or other type of profit allowable or paid under this Contract without an express written amendment to this Contract authorizing said additional compensation, supplies, or services. The Vendor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the Total Compensation amount.

3. **CREDIT TERMS.**

Customer's credit limit shall be established by Office Depot. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is delinquent in making payments or is otherwise in breach of the agreement and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's opinion, Customer's credit standing becomes impaired or reasonably unsatisfactory to Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

4. **NOTICES.**

All notices, requests, demands and other communications under this Contract shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Executive Officer

with a copy to: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

To Office Depot: Office Depot, LLC
6600 North Military Trail
Boca Raton, FL 33496
Attn: Matt Shedlock

with a copy to: Office Depot, LLC
6600 North Military Trail
Boca Raton, FL 33496
Attn: Office of the General Counsel

5. **TERMINATION FOR CONVENIENCE.**

Either party may terminate this Contract for convenience by providing the other party thirty (30) days prior written notice.

6. **INSURANCE.**

Office Depot and the CHA agree that Office Depot's insurance obligations under the Master Agreement shall apply to this Contract, and that the CHA shall be named as an "additional insured" to that same extent that the Lead Agency is so designated in the Master Agreement.

7. **EQUAL EMPLOYMENT OPPORTUNITY.**

Reserved.

8. MBE/WBE/DBE PARTICIPATION/COMPLIANCE.

Office Depot and the CHA agree that Office Depot's MBE/WBE/DBE obligations under the Master Agreement shall apply to this Contract, and that Office Depot's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit C and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Contract. This Section 8 shall not be applied, interpreted, or construed to be in excess of or in conflict with Office Depot's participation and compliance obligations under the Master Agreement.


9. BUSINESS DOCUMENTS AND CERTIFICATIONS.

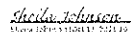
Office Depot has provided to the Customer various documentation, certifications, and representations, including evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships, and certifications of good standing with the Office of the Secretary of the State of Illinois. Office Depot's Affidavit and Vendor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C), as well as its Contractor's Affidavit, are collectively attached hereto as Exhibit D and incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, Customer and Office Depot have executed this Contract on the Effective Date.

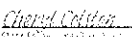
OFFICE DEPOT, LLC

CHICAGO HOUSING AUTHORITY

By: 
Name: Matthew Shedlock
Title: Vice President
Date: September 16, 2021

By: 
Name: Sheila Johnson
Title: Deputy Chief Procurement Officer
Date: 1

Approved as to Form and Legality
Chicago Housing Authority
Office of General Counsel


By: Cheryl Colston
Title: Chief Legal Officer