PROFESSIONAL SERVICES AGREEMENT

BETWEEN

VARGA BERGER LEDSKY HAYES & CASEY

AND

THE CHICAGO HOUSING AUTHORITY

(OFFICE OF THE GENERAL COUNSEL)
AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of this 26th day of December, 2012 by and between the CHICAGO HOUSING AUTHORITY, a municipal corporation (hereinafter referred to as "the CHA"), acting through its Office of the General Counsel ("General Counsel") and VARGA BERGER LEDSKY HAYES & CASEY (hereinafter referred to as the "Ethics/EEO Officer").

RECITALS

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC 1437 et seq., regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, the CHA desires to retain Ethics/EEO Officer to perform certain professional services including, but not limited to, acting as the Ethics Officer to perform the functions required under the CHA Ethics Policy, which is attached hereto as Exhibit VI; and acting as the Equal Employment Officer to perform the functions set forth in the CHA Employee Handbook, the relevant portions of which are attached hereto as Exhibit VII on an as-needed-basis; (collectively, the "Services"); and

WHEREAS, the CHA has determined that retention of Ethics/EEO Officer is in the best interests of the CHA, and Ethics/EEO Officer is ready, willing and able to provide the Services to the full satisfaction of the CHA.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and Ethics/EEO Officer do hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS AND DEFINITIONS

Section 1.01 Incorporation of Recitals

The recitals set forth above are incorporated by reference as if fully set forth herein.

Section 1.02 Definitions

“Additional Services” means those services requested in writing by the General Counsel which are within the general scope of the Services of this Agreement, but beyond the scope of services required pursuant to Section 2.01 and Exhibit I of this Agreement, and any and all services reasonably necessary to complete the Additional Services in accordance with the standard of performance required hereunder.

“Agreement” means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.
"Authorized Personnel" means those individuals, including, but not limited to, attorneys and paralegals, approved and authorized by the Office of the General Counsel to perform legal services for and on behalf of the CHA.

"General Counsel" means the head of the Office of the General Counsel.

"Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of Section 2.03 of this Agreement.

"Services" means the services, duties and responsibilities described in Article 2 and Exhibit I of this Agreement and any services/work necessary to complete them or carry them out fully and to the standard of performance required by this Agreement.

"Office of the General Counsel" means the legal department of the CHA which is entrusted with performing the legal business and coordinating the legal affairs of the CHA.

"Work Product" means all memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, research, opinions, data, studies, findings and information generated, prepared and/or collected in connection with this Agreement.

**ARTICLE 2  ETHICS/EEO OFFICER’S DUTIES AND RESPONSIBILITIES**

Section 2.01  Services to be Performed

A. Scope of Services

The Services which Ethics/EEO Officer shall provide under this Agreement include, but are not limited to, those described in this Article 2 and the attached Exhibit I, which is incorporated by reference as if fully set forth herein. This Scope of Services is intended to be general in nature and is neither a complete description of Ethics/EEO Officer's services nor a limitation on the Services which Ethics/EEO Officer is to provide under this Agreement. Ethics/EEO Officer shall provide the Services in accordance with the standards of performance set forth in Section 2.02 hereof and in accordance with the CHA Outside Counsel Billing Guidelines set forth in Exhibit III, which is attached hereto and incorporated by reference as if fully set forth herein.

B. Work Product

In carrying out the Services described and set forth in Exhibit I, Ethics/EEO Officer shall generate, prepare, collect or provide certain work product including, but not limited to, memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer generated information, computer stored information, research, opinions, studies, data, findings and information (collectively "Work Product"). Any and all Work Product shall be the exclusive property of the CHA and shall not be utilized, sold or shared with any other party except in accordance with specific prior written direction or consent of the CHA or pursuant to discovery procedures or court orders. The CHA
reserves the right to reject any and all Work Product which, in the sole judgment of the CHA, does not adequately represent the intended level of completion or standard of performance, does not include relevant information or data, or does not include all documents specified in this Agreement or reasonably necessary for the purposes for which the CHA made this Agreement with Ethics/EEO Officer or for which the CHA intends to use the Work Product.

Section 2.02 Standard of Performance

Ethics/EEO Officer shall perform all Services required of them under this Agreement with that degree of skill, care and diligence normally shown by Ethics/EEO Officer performing services of a scope, purpose and magnitude comparable and similar to the nature of the Services to be provided under this Agreement.

Ethics/EEO Officer acknowledges that it is entrusted with or has access to valuable and confidential information and records of the CHA. Ethics/EEO Officer shall at all times use its best efforts on behalf of the CHA to ensure timely and satisfactory rendering and completion of Services.

Ethics/EEO Officer shall at all times act in the best interests of the CHA consistent with the professional obligations assumed by it in entering into this Agreement.

Section 2.03 Key Personnel

The Ethics/EEO Officer’s Key Personnel who will be providing Services under this Agreement, and who shall be designated as the Ethics/EEO Officer shall be: Michael V. Casey. The Ethics/EEO Officer must provide no less than 5 days prior notice, when possible, of any change to Key Personnel. Any change to the Key Personnel may result in a termination of this Agreement in accordance with Section 7.03.

Attorneys and paralegals assigned to perform the Services under the supervision of the Ethics/EEO Officer’s (“Authorized Personnel”) are:

Attorneys: Joshua D. Davidson and Becky J. Shanz,

Paralegals: Jane Klenck

No additional Authorized Personnel shall be added or assigned to provide Services under this Agreement without the express consent of the Office of the General Counsel. The Ethics/EEO Officer must provide no less than 30 days prior notice, when possible, of any change in Authorized Personnel. The CHA will not pay for any Services performed by Ethics/EEO Officer’s personnel who are neither listed herein nor subsequently approved by the Office of the General Counsel.
Section 2.04 Non-Discrimination


Section 2.05 Minority and Women Business Enterprise Commitment

Ethics/EEO Officer hereby agrees to comply with the CHA's Minority Business Enterprise/ Women's Business Enterprise/Disadvantaged Business Enterprise ("MBE/WBE/DBE") participation requirements and the CHA's Section 3 requirements in accordance with HUD guidelines, which are attached hereto as Exhibit IV and incorporated by reference as if fully set forth herein provided, however, that the CHA's Chief Executive Officer may waive the MBE/WBE/DBE participation requirements. Ethics/EEO Officer shall complete certain MBE/WBE/DBE and Section 3 schedules, which will become a part of Exhibit IV once they are approved by the CHA's Department of Procurement and Contracts.

With respect to the Section 3 requirements, the CHA has determined that this contract 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.

A. Section 3 - Clause

1. The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's
commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

6. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Section 3 Compliance Goals

1. Contractors and their subcontractors may demonstrate compliance by committing to employ section 3 residents and by subcontracting with section 3 business concerns in accordance with the requirements of 24 CFR Part 135.

A Section 3 Business concern is a business concern under HUD Regulations:
(1) 51 percent or more owned by section 3 residents; or
(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
(3) That provides evidence of a commitment to subcontract in excess of 25 present of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with
housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.

4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

C. Documenting and Reporting

1. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor’s Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor’s Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA’s Section 3 Policy (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required. [Contractor’s Section 3 Utilization Plan as attached to the contract as Exhibit is incorporated into the contract by this reference herein.

2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor’s Section 3 requirements to the CHA via CHA’s electronic system available at https://cha.diversitycompliance.com/. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

This Section 3 Contract Provision shall flow down to each subcontract at every tier.

Section 2.06 Ownership of Documents: Records and Reports

A. All research, memoranda, pleadings, opinions, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, data, studies, reports, findings or information in any form, including Work Product, generated, prepared, assembled or encountered by or provided to the Ethics/EEO Officer under this Agreement are the property of the CHA (“CHA Information”). During the performance of the Services, the Ethics/EEO Officer shall be responsible for any loss or damage to such CHA Information while in the Ethics/EEO Officer’s possession and such CHA Information shall be restored at the expense of the Ethics/EEO Officer. If not restorable, the Ethics/EEO Officer shall be responsible for any loss suffered by the CHA on account of such destruction.

B. Ethics/EEO Officer shall deliver or cause to be delivered any and all Work Product generated or prepared for the CHA under the terms and conditions of this Agreement, to
the CHA promptly in accordance with the time limits prescribed in this Agreement, and if no
time limit is specified, upon reasonable demand therefor or upon termination or completion of
the Services hereunder. Whenever the General Counsel makes a request for any Work Product,
Ethics/EEO Officer shall deliver such Work Product without delay despite any ongoing disputes
relative to compensation or other matters. In the event of the failure by Ethics/EEO Officer to
make such delivery upon demand, then and in that event, Ethics/EEO Officer shall pay to the
CHA any damages, including but not limited to attorneys fees and costs, the CHA may sustain
due to Ethics/EEO Officer's failure to deliver such Work Product. Ethics/EEO Officer shall
maintain any such records and Work Product provided to the CHA or not demanded by the CHA
for a period of five (5) years after the final payment is made in connection with this Agreement
and all pending matters are closed in connection with this Agreement.

C. Ethics/EEO Officer shall maintain its books, records, documents, and other
evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of
whatever nature claimed to have been incurred and anticipated to be incurred for or in
connection with the performance of this Agreement. This system of accounting shall be in
accordance with generally accepted accounting principles and practices, consistently applied
throughout.

D. Ethics/EEO Officer and any of Ethics/EEO Officer's attorneys or other staff shall
furnish the Office of the General Counsel with such information as may be requested relative to
the performance and cost of the Services. Ethics/EEO Officer shall maintain records showing
actual time devoted and costs incurred. Ethics/EEO Officer shall keep books, documents,
papers, records and accounts in connection with the Services open to an independent audit to be
conducted by the CHA or third party, and allow inspection, copying, abstracting and
transcriptions and shall make these records available to the CHA, at reasonable times during the
performance of its Services. In addition, Ethics/EEO Officer shall retain them in a safe place and
make them available for an independent audit to be conducted by the CHA or [third party] CHA
designated, and allow inspection, copying and abstracting for at least five (5) years after the final
payment is made and all pending matters are closed in connection with this Agreement.

E. Ethics/EEO Officer shall prepare and submit reports to the CHA as directed by
the General Counsel, and as described in detail in the attached Exhibit III.

Section 2.07 Audit Requirement

The Office of the General Counsel shall review all invoices for Services submitted by
Ethics/EEO Officer. Payment of any invoice by the CHA does not constitute a waiver of the
CHA's rights to subsequently question, compromise or request repayment or future credit for any
invoice previously paid.

The CHA retains the right to audit, through its staff or independently, all bills or files
which are or have been the subject matter of any billing in the past. Such an audit will require
Ethics/EEO Officer to produce any and all documentation which would support the billing
submitted by Ethics/EEO Officer. Ethics/EEO Officer will produce any individual who has
submitted billing on behalf of the firm, as well as any of Ethics/EEO Officer's personnel who
would have knowledge or information regarding any billing to answer any and all questions
regarding the billings. Ethics/EEO Officer, subject to these guidelines, acknowledges without
protest that the CHA may utilize either its own personnel or personnel from an outside auditing service to perform such audits.

If Ethics/EEO Officer is found in non-compliance with these audit requirements, by either the CHA or HUD, Ethics/EEO Officer will be required to refund any payments received from the CHA or HUD.

Section 2.08 Confidentiality

Ethics/EEO Officer agrees that all CHA Information, including, but not limited to Work Product, reports and documents prepared, assembled or encountered by or provided to Ethics/EEO Officer pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, Ethics/EEO Officer agrees that without the prior written approval of the CHA, Confidential Information shall not be made available to any individual or organization, other than the CHA, pursuant to a discovery procedure, orders of courts of competent jurisdiction or administrative agencies or pursuant to a subpoena.

Section 2.09 Subcontracts and Assignments

Ethics/EEO Officer shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or pursuant to the express prior written approval of the CHA. The absence of such express prior written approval shall void the attempted assignment, delegation or transfer and such attempted assignment, delegation or transfer shall be of no effect as to the Services or this Agreement. Ethics/EEO Officer shall not subcontract with any attorney or sub-consultant without the express prior written approval of the CHA.

Ethics/EEO Officer shall not transfer or assign any funds or claims due or which may become due under this Agreement without the express prior written approval of the CHA. The attempted transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to Ethics/EEO Officer without such prior written approval shall have no effect upon the CHA. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.10 Patents and Copyrights

The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any Work Product developed under this Agreement; and (b) any rights of copyright or patent to which Ethics/EEO Officer purchases ownership with the funds awarded pursuant to this Agreement.

However, if HUD determines that the patent or copyright, which is either developed or purchased by Ethics/EEO Officer, serves a Federal Government purpose, a royalty-free, nonexclusive and irrevocable license shall vest in HUD.

Any discovery or invention (37 C.F.R. part 401) arising out of, or developed in conjunction with the Services to be performed under this Agreement shall be promptly and fully
reported to the CHA to submit to HUD for a determination as to whether patent protection on such invention or discovery should be sought. The rights to such patent shall be administered as set forth above.

Section 2.11 Religious Activities

Ethics/EEO Officer agrees that in connection with the Services to be provided to the CHA under this Agreement:

A. It shall not discriminate against any person on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion;

B. It shall not discriminate against any person applying for employment on the basis of religion and shall not limit such Services or give preference to persons on the basis of religion; and

C. It shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such Services.

Section 2.12 Drug-Free Workplace

Ethics/EEO Officer shall establish procedures and policies to promote a "Drug-Free Workplace." Further, Ethics/EEO Officer shall notify its employees of this policy for maintaining a "Drug-Free Workplace," and the penalties which may be imposed for drug abuse violations occurring in the workplace. Further, Ethics/EEO Officer shall notify the CHA, in writing, if any of its employees are convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

Section 2.13 Compliance with other HUD Requirements

Ethics/EEO Officer agrees to comply with applicable HUD requirements, including the Annual Contributions Contract between the CHA and HUD and the standard General Conditions of the Contract (Non-Construction) [Form HUD-5370-C.]

ARTICLE 3 TERM OF SERVICES

Section 3.01 Term of Agreement

This Agreement shall be effective as of December 26, 2012 and shall continue for a term of one (1) year through December 25, 2013, or until the Services are completed. However, the Agreement may be terminated in accordance with Sections 7.02 and 7.03, earlier than the term of one (1) year or the completion of Services.

Section 3.02 Timeliness of Performance
Ethics/EEO Officer shall use its best efforts to provide the Services and Work Products within the time limits required under this Agreement pursuant to Section 3.01 as applicable, or from time to time as required by the General Counsel. Ethics/EEO Officer acknowledges that often deadlines for the Services are dictated by the requirements of agencies or events outside the control of the CHA, that failure by Ethics/EEO Officer to meet these deadlines may result in economic or other losses to the CHA, and that in those circumstances, Time Is Of The Essence.

Section 3.03 Contract Extension Options

The General Counsel, with approval from the Board of Commissioners, may at any time elect to extend this Agreement up to two (2) one (1) year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to the Ethics/EEO Officer.

ARTICLE 4 COMPENSATION AND FUNDING

Section 4.01 Basis and Method of Payment

A. The basis of payment for the satisfactory performance of the Services required hereunder shall be reasonable fees at the hourly rate(s) set forth in the Hourly Rate Schedule or Flat Rate Fee attached hereto as Exhibit II and incorporated by reference as if fully set forth herein. Ethics/EEO Officer shall perform the Services on an as needed basis. The maximum amount that the CHA shall pay the Ethics/EEO Officer for satisfactory performance of the Services under this Agreement is an amount not-to-exceed One Hundred Eighty Thousand Dollars ($180,000).

B. Ethics/EEO Officer will be paid based on hours actually worked at the agreed rate(s) set forth in Exhibit II. Payment for properly documented, accurately calculated and approved fees will be made by the CHA within 30 days or less after receipt of invoices, or within thirty (30) days of resolution of any disputes concerning appropriateness of billings, whichever is later. As a condition precedent for any payment to Ethics/EEO Officer under this Agreement, Ethics/EEO Officer shall submit to the CHA a statement of account which clearly sets forth at least the following information by dates (month, day, year) for each separate matter: (1) the full name and number of the matter; (2) a detailed description of work performed; (3) the full name of the individual(s) who performed the work; (4) the amount of time billed to the tenth of an hour and appropriately charged for each described legal service/activity; (5) the total number of hours charged under each rate for each attorney or paralegal; (6) an invoice number; and (7) the purchase order number assigned to each matter. All invoices not submitted in the manner described herein will be returned to Ethics/EEO Officer for revision. Ethics/EEO Officer’s rates set forth in Exhibit II shall be the maximum rates Ethics/EEO Officer may charge the CHA during the effective period of this Agreement.

Section 4.02 Funding, Budgets and Reimbursable Expenses

As detailed in the CHA Outside Counsel Billing Guidelines set forth in Exhibit II, Ethics/EEO Officer will be reimbursed for necessary out-of-pocket expenses such as filing costs, witness fees, printing and copying costs and similar expenses relating to the Services, provided that such expenses shall not include Ethics/EEO Officer’s normal office operating expenses.
Pursuant to the CHA Outside Counsel Billing Guidelines, Ethics/EEO Officer shall prepare a services budget and submit the budget to the General Counsel for approval for each matter assigned, and shall prepare and submit to the General Counsel for approval any revisions to the budget as needed prior to performing any services necessitating such revision.

Section 4.03 Non-A appropriation

Funding for this Agreement is subject to (1) availability of Federal funds from HUD, (2) the approval of funding by the CHA Board of Commissioners, and (3) the Ethics/EEO Officer's satisfactory performance of the Services. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA may notify Ethics/EEO Officer of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made to Ethics/EEO Officer under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder. To the extent this Agreement is terminated due to the non-appropriation of funds, Ethics/EEO Officer shall turn over all Work Product to the General Counsel.

ARTICLE 5 DISPUTES

Except as otherwise provided in this Agreement, either Ethics/EEO Officer or the General Counsel shall bring any dispute concerning a question of fact arising under this Agreement which is not resolved to the CHA’s Director of Procurement and Contracts for decision upon written submissions of the parties. The Director of Procurement and Contracts shall reduce his or her decision to writing and mail or otherwise furnish a copy of his decision to Ethics/EEO Officer. The decision of the Director of Procurement and Contracts shall be final and binding.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance

Prior to the commencement of this Agreement, the Ethics/EEO Officer agrees to procure and maintain at all times during the term of this Agreement, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of the Ethics/EEO Officer, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Ethics/EEO Officer must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an “A”. The insurance provided shall cover all operations under the Agreement, whether performed by the Ethics/EEO Officer or by its subcontractor, joint ventures, partners, agents, officers or employees.

A. Required Insurance Coverage

1. Workers Compensation and Occupational Disease Insurance
Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory), Coverage A, and Employer’s Liability, Coverage B, in an amount of not less than $500,000/$500,000/$500,000.

2. Commercial/General Liability Insurance written on an occurrence form (Primary) and Umbrella Liability (Excess)

Commercial Liability Insurance provided is to have limits of not less than one million dollars ($1,000,000.00) per occurrence with an Aggregate of not less than two million dollars ($2,000,000.00) (i.e. $1,000,000.00/$2,000,000.00). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Ethics/EEO Officer’s officers, employees, agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Ethics/EEO Officer’s policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

3. Automobile Liability Insurance

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Ethics/EEO Officer shall provide Comprehensive Automobile Liability Insurance with limits of not less than one million dollars ($1,000,000.00) per occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the Ethics/EEO Officer’s policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

4. Professional Liability

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than two million dollars ($2,000,000.00) per occurrence. Coverage extensions shall include Blanket Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5. Umbrella Liability

Umbrella Liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

B. Related Requirements

The Ethics/EEO Officer shall advise all insurers of the contract provisions regarding insurance. The failure of the Ethics/EEO Officer to notify insurers of the Agreement provisions shall not relieve Ethics/EEO Officer from its insurance obligations under this Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of the Agreement and the CHA retains the right to stop work until proper evidence of insurance is provided.
The Ethics/EEO Officer shall furnish the Chicago Housing Authority, Department of Procurement and Contracts, 60 East Van Buren, 13th Floor, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Agreement. In addition, copies of the endorsement(s) that add the CHA to the Ethics/EEO Officer’s policy as an additional insured is required.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE ETHICS/EEO OFFICER COMMENCING WORK UNDER THIS AGREEMENT. THE ETHICS/EEO OFFICER OR ITS AUTHORIZED REPRESENTATIVES ARE NOT TO ENTER ONTO THE CHA’S PROPERTY PRIOR TO FULL COMPLIANCE WITH THIS AGREEMENT AND RECEIPT OF NOTIFICATION FROM THE CHA TO PROCEED.

Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Department of Procurement and Contracts prior to expiration of insurance coverage. At the CHA’s option, non-compliance will result in one or more of the following actions: (1) The CHA will purchase insurance on behalf of Ethics/EEO Officer and will charge back all costs to Ethics/EEO Officer; (2) the Ethics/EEO Officer will be immediately removed from the CHA’s property and the Agreement revoked; (3) all payments due the Ethics/EEO Officer will be held until the Ethics/EEO Officer has complied with this Agreement; or (4) the Ethics/EEO Officer will be assessed Five Hundred Dollars ($500) for every day of non-compliance. The receipt of any Certificate of Insurance does not constitute agreement by the CHA that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of this Agreement. The insurance policies shall provide for thirty (30) days written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

If the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is “claims made” and also the Retroactive Date. The Ethics/EEO Officer shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Ethics/EEO Officer. The Ethics/EEO Officer shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Ethics/EEO Officer shall provide the CHA a thirty (30) days notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.

The Ethics/EEO Officer shall require all subcontractors to carry the insurance required herein or the Ethics/EEO Officer may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section 6.01(A) above. Evidence of such coverage must be submitted to the CHA. The Ethics/EEO Officer expressly understands and agrees that any insurance programs maintained by the CHA shall apply in excess of and will not contribute to insurance provided by the Ethics/EEO Officer under this Agreement.

ARTICLE 7  EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION

Section 7.01  Events of Default Defined

14
The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Ethics/EEO Officer to the CHA.

B. Ethics/EEO Officer's material failure to perform any its obligations under this Agreement including, but not limited to, the following:

1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services or due to a reason or circumstances within Ethics/EEO Officer's reasonable control;

2. Failure to perform the Services in a manner satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

3. Failure to promptly re-perform within a reasonable time Services/Work Product that were rejected as erroneous or unsatisfactory;

4. Discontinuance of the Services for reasons or circumstances within Ethics/EEO Officer's reasonable control;

5. Failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;

6. Failure to follow status reporting and budgeting requirements of the General Counsel;

7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default; and

8. Failure to have and maintain the required licenses and certifications.

C. Any change in ownership or control of Ethics/EEO Officer without the prior approval of the General Counsel, which shall not be unreasonably withheld.

D. Ethics/EEO Officer's default under any other agreement it may presently have or may enter into with the CHA during the term of this Agreement. Ethics/EEO Officer acknowledges and agrees that, in the event of a default under this Agreement, the CHA may also declare a default under any such other agreements.

Section 7.02 Remedies

The occurrence of any event of default as described in Section 7.01 hereof which Ethics/EEO Officer has failed to cure within thirty (30) business days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default or, if
such event of default cannot be reasonably cured within thirty (30) business days after notice, or if Ethics/EEO Officer has failed, in the sole opinion of the CHA, to commence and continue diligent efforts to cure, the CHA may, at its sole option, declare Ethics/EEO Officer in default. Whether to declare Ethics/EEO Officer in default is within the sole discretion of the General Counsel and neither that decision nor the factual basis for it is subject to review or challenge under the disputes provision of this Agreement. Written notification of the default, and any intention of the CHA to terminate the Agreement, shall be provided to Ethics/EEO Officer and such decision shall be final and effective upon Ethics/EEO Officer's receipt of such notice pursuant to Article 10. Upon giving such notice, the CHA may invoke any or all of the following remedies:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of Ethics/EEO Officer, either directly or through others. Ethics/EEO Officer shall have, in such event, the right to offset from such cost the amount it would have cost the CHA under the terms and conditions of this Agreement, had Ethics/EEO Officer completed the Services;

B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the CHA;

C. Any appropriate equitable remedy;

D. The right to money damages, including but not limited to attorney’s fees and costs;

E. The right to withhold all or any part of Ethics/EEO Officer’s compensation hereunder;

and,

F. The right to deem Ethics/EEO Officer non-responsible for future contracts to be awarded by the CHA.

If the CHA considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the CHA and that if the CHA permits Ethics/EEO Officer to continue to provide the Services despite one or more events of default, Ethics/EEO Officer shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the CHA waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.03 Termination for Convenience
The CHA may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the CHA to Ethics/EOO Officer when the CHA deems the Agreement to be no longer in the best interests of the CHA. If the CHA elects to terminate the Agreement in full, all Services to be provided hereunder shall cease upon the effective date stated in the notice, or if no date is stated in the notice, then the termination date shall be effective ten (10) days after the date the notice is received. Any notice shall be given in accordance with Article 10 of this Agreement.

If the CHA's election to terminate this Agreement for default pursuant to Section 7.02 hereof is determined in a court of competent jurisdiction to have been wrongful, then, in that case, the termination shall be deemed to be a termination for convenience pursuant to this Section 7.03.

Section 7.04 Suspension

The CHA may at any time request that Ethics/EOO Officer suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to Ethics/EOO Officer or immediately in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. Ethics/EOO Officer shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the General Counsel and such equitable extension of time as may be mutually agreed upon by the General Counsel and Ethics/EOO Officer when necessary for continuation or completion of the Services.

No suspension of this Agreement shall in the aggregate exceed a period of forty-five (45) days within any one contract year. If the total number of days of suspension exceeds forty-five (45) days, Ethics/EOO Officer may treat such suspension as a termination for convenience upon written notice by the CHA pursuant to Section 7.03 of this Agreement.

Section 7.05 No Damages for Delay

Ethics/EOO Officer agrees that it shall make no claims against the CHA for damages, services charges, additional costs or fees incurred by reason of delays or hindrances by the CHA in the performance of Ethics/EOO Officer's obligations under this Agreement.

 ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, Ethics/EOO Officer warrants and represents:

A. That it is financially solvent; that it and each of its partners, attorneys, employees, agents, subcontractors of any tier are competent to perform the Services required under this Agreement; and that Ethics/EOO Officer is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;
B. That no officer, agent or employee of the CHA is employed by Ethics/EEO Officer or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the CHA Board of Commissioners and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Ethics/EEO Officer to any CHA employee or on behalf of any sub-consultants to Ethics/EEO Officer or anyone associated therewith, as an inducement for the award of this contract or a subcontract; and Ethics/EEO Officer further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA;

C. That Ethics/EEO Officer shall not use the services of any ineligible (debarred or suspended) attorney or consultant for any purpose in the performance of its Services under this Agreement;

D. That Ethics/EEO Officer and its attorneys and sub-consultants are not in default at the time of the execution of this Agreement, or deemed by the General Counsel to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the CHA;

E. That Ethics/EEO Officer has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Services required; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis, and preparation was adequate;

F. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that Ethics/EEO Officer can and shall perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

G. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto, and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officers, agents or employees, has induced Ethics/EEO Officer to enter into this Agreement or has been relied upon by Ethics/EEO Officer;

H. That Ethics/EEO Officer, its partners and attorneys are in good standing with the Illinois Attorney Registration and Disciplinary Board;

I. That Ethics/EEO Officer acknowledges that the CHA, in its selection of the Ethics/EEO Officer Counsel to perform the Services hereunder, materially relied upon the Ethics/EEO Officer's proposal that the aforesaid information was accurate at the time it was made, that no material changes to that proposal have been nor will be made without the express consent of the CHA;

J. That Ethics/EEO Officer understands and agrees that any certification, affidavit or
acknowledgement made under oath in connection with this Agreement is made under penalty of
perjury and, if false, is also cause for termination to this Agreement;

K. That Ethics/EEO Officer, its partners and attorneys, are not in violation of the
provisions of U.S.C. Sec. 666 (a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-6 et seq.
(1989), as amended respectively; and

L. That Ethics/EEO Officer shall act in accordance with the CHA’s Ethics Policy, as
amended from time to time and any protocols in connection with such policy the CHA may
adopt from time to time.

Section 8.02 Joint and Several Liability

In the event that Ethics/EEO Officer, or its successors or assigns, if any, is comprised of
more than one individual or other legal entity (or a combination thereof), each and every
obligation or undertaking herein stated to be fulfilled or performed by the Ethics/EEO Officer
shall be the joint and several obligation or undertaking of each such individual or other legal
entity.

Section 8.03 Business Documents and Contractor's Affidavit

To the extent applicable, Ethics/EEO Officer shall provide copies of its latest articles of
incorporation, by-laws and resolutions, or partnership or joint venture agreements, as applicable,
and evidence of its authority to do business in the State of Illinois, including without limitation,
registration as a sole proprietor or registrations of assumed names or limited partnerships.

Ethics/EEO Officer shall execute a Contractor's Affidavit before a notary public, and the
Contractor's Affidavit shall be attached hereto as Exhibit V and incorporated by reference as if
fully set forth herein.

Section 8.04 Conflict of Interest and Anti-Lobbying

A. No member of the governing body of the CHA or other units of government and
no other officer, employee, or agent of the CHA or other unit of government who exercises any
functions or responsibilities in connection with the Services to which this Agreement pertains,
shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate
to the Congress of the United States or the Illinois General Assembly and or CHA executive or
senior staff or employee shall be admitted to any share or part of this Agreement or to any
financial benefit to arise from it.

B. Ethics/EEO Officer covenants that its partners, attorneys and employees, or
subconsultants, presently have no interest and shall acquire no interest, direct or indirect, in this
Agreement which would conflict in any manner or degree with the performance of the Services
hereunder. Ethics/EEO Officer further covenants that in the performance of this Agreement no
person having any such interest shall be employed. Ethics/EEO Officer will insure that it and
persons working on its behalf do not undertake any representation or other relationship that
places Ethics/EEO Officer or the CHA in an actual or potential conflict of interest with any other
individual or entity. Ethics/EEO Officer will advise the CHA in writing of any situation or
representation that constitutes or appears to constitute an actual or potential conflict of interest immediately upon learning of such a situation or representation and will inform the CHA in writing of corrective courses of action available. Ethics/EEO Officer agrees to request a waiver of the conflict of interest from the General Counsel. Ethics/EEO Officer must fully detail the nature of the conflict of interest. Any waiver of the conflict of interest from the General Counsel must be in writing. Ethics/EEO Officer agrees that if the CHA determines that any of the Ethics/EEO Officer's services for others conflict with the Services to be rendered under this Agreement, Ethics/EEO Officer shall terminate such other services immediately.

C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR sec. 85.36(b)(3), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for itself or for those whom it has family or business ties, during his or her tenure with the CHA or for one year thereafter.


Section 8.05 Non-Liability of Public Officials

No official, employee or agent of the CHA shall be charged personally by Ethics/EEO Officer, or by any assignee or subcontractor of Ethics/EEO Officer, with any liability or expenses of defense or be held personally liable to Ethics/EEO Officer under any term or provision of this Agreement, because of CHA's execution or attempted execution of this Agreement, or because of any breach hereof.

Section 8.06 Independent Contractor

Ethics/EEO Officer shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, or partner of the CHA.

Section 8.07 Annual Contributions Contract

Notwithstanding any provision contained herein to the contrary, the CHA and Ethics/EEO Officer hereby certify that Ethics/EEO Officer's Services shall be performed in accordance with the provisions of the Annual Contributions Contract between HUD and the CHA.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement
This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement.

Section 9.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 9.03 Amendments, Addenda and Approvals

A. No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Ethics/EEO Officer and by either the General Counsel or the Chief Executive Officer of the CHA or their respective successors and assigns or the Chief Executive Officer’s designee. The CHA shall incur no liability for additional Services without a prior written amendment to this Agreement pursuant to this Section.

B. Whenever in this Agreement, Ethics/EEO Officer is required to obtain prior written approval, the effect of any approval that may be granted shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was requested.

Section 9.04 Compliance with All Laws

The Ethics/EEO Officer shall at all times observe and comply with all applicable laws, ordinances, rules, regulations (including but not limited to HUD regulations) and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provisions(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement or such provision(s).

In furtherance (but not in limitation) of the immediately preceding paragraph, the Ethics/EEO Officer shall at all times observe and comply with, as applicable, the Uniform Administrative Requirements contained in 24 C.F.R. 85.1 et seq. (including but not limited to the provisions of 24 C.F.R. 85.36(i) incorporated into and made a part of this Agreement by this reference), as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as amended; the Fair Housing Act (42 U.S.C. 3601 et seq.), as amended; Exec. Order No. 11,063 (27 Fed. Reg. 11,527 (1962)), as amended by Exec. Order No. 12,259 (46 Fed. Reg. 1,253 (1980)); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as amended; the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), each as

The Ethics/EEO Officer shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Ethics/EEO Officer hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Ethics/EEO Officer agrees that service of process on Ethics/EEO Officer may be made, at the option of the CHA, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Ethics/EEO Officer or by personal delivery on any officer, director, or managing or general agent of Ethics/EEO Officer. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 9.06 Severability

If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
Section 9.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.09 Cooperation

Ethics/EEO Officer agrees at all times to cooperate fully with the CHA and to act in the CHA’s best interests. If this Agreement is terminated for any reason or expires on its own terms, Ethics/EEO Officer shall make every effort to assure an orderly transition to another Ethics/EEO Officer, if any, undertake the orderly demobilization of its own operations in connection with the Services, and guarantee the uninterrupted provision of Services during any transition period. Ethics/EEO Officer shall also otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination or expiration of this Agreement.

Section 9.10 Miscellaneous Provisions

Whenever, under this Agreement, the CHA by a proper authority waives Ethics/EEO Officer’s performance in any respect or waives a requirement or condition to either the CHA’s or Legal Counsel’s performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the CHA may have waived the performance, requirement or condition.

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between Ethics/EEO Officer and CHA shall be to the Office of the General Counsel. No verbal communication between the parties shall change any of the terms and conditions of this Agreement.
Section 10.02 Notices

Any notices sent to Ethics/EEO Officer shall be mailed by U.S. mail, postage prepaid to:

Varga Berger Ledsky Hayes & Casey
125 S. Wacker Drive, Suite 2150
Chicago, Illinois 60606
Attn: Michael V. Casey

Notices sent to the CHA shall be mailed by U.S. mail, postage prepaid to:

Office of the General Counsel
Chicago Housing Authority
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

ARTICLE 11 AUTHORITY

Section 11.01 CHA's Authority

Execution of this Agreement is pursuant to the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by HUD, and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 Ethics/EEO Officer's Authority

To the extent applicable, execution of this Agreement by Ethics/EEO Officer is authorized by a resolution of its Management Committee, if a professional corporation, and the signature(s) of each person signing on behalf of Ethics/EEO Officer have been made with complete and full authority to commit Ethics/EEO Officer to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the CHA and Ethics/EEO Officer have executed this Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY

By: Valerie Hawthorne-Berry
Contracting Officer

By: (Its Partner or Authorized Officer)
Approved as to form and legality for Chicago Housing Authority purposes only:

CHICAGO HOUSING AUTHORITY
Office of the General Counsel

By: [Signature]
Melissa F. Cadoree
Deputy Chief Legal Officer
This Amendment No. 1 to Contract No. 11202, originally effective as of December 26, 2012 (as amended the "Agreement"), by and between the CHICAGO HOUSING AUTHORITY ("CHA"), an Illinois municipal corporation of the City of Chicago, State of Illinois, with offices at 60 East Van Buren, Chicago, Illinois 60605, and VARGA, BERGER, LEDSKY, HAYES & CASEY, P.C., (the "Contractor"), an Illinois professional corporation authorized to conduct business in the State of Illinois, with offices located at 125 South Wacker Drive, Suite #2150, Chicago, Illinois 60606, is deemed to be effective as of the 26th day of December, 2013.

WITNESSETH:

WHEREAS, the CHA and the Contractor previously entered into the Agreement for an initial base term effective from December 26, 2012, through December 25, 2013 (the "Base Term"), wherein the Contractor, for and in consideration of the covenants and agreements set forth therein, agreed to provide professional services to CHA including, but not limited to, acting as the Ethics Officer to perform the functions required under the CHA Ethics Policy, and acting as the Equal Employment Officer to perform the functions set forth in the CHA Employee Handbook on an as-needed basis (collectively defined in the original Agreement and herein as the "Services");

WHEREAS, the CHA desires to exercise the first one (1) year option arising under the Agreement for the purposes of continuing to receive the Services of the Contractor, effective from the expiration of the Base Term through the one (1) year term ending on December 25, 2014; and

WHEREAS, the Contractor is ready, able and willing to continue providing Services to the CHA subject to the prevailing terms and conditions of the Agreement, as extended herein;

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

1. **Term of Agreement.**
   
   Pursuant to the extension option reserved in the Agreement, the term of the Agreement is hereby extended for an additional one-year period effective from December 26, 2013 through December 25, 2014 (the "Option Term"), under the same prevailing terms and conditions as set forth in the Agreement.

2. **Compensation and Pricing Schedule.**
   
   The not-to-exceed amount of compensation authorized under the Agreement for Services provided by the Contractor during the Option Term is in an amount not-to-exceed Ninety Thousand Five Hundred and 00/100 Dollars ($90,500.00). The rates and fees applicable to Services provided during the Option Term shall become effective as of the Commencement
Date of this Option Term, and are reflected in the Schedule of Rates and Fees set forth in Exhibit II, previously incorporated in the Agreement by reference.

3. **Full Force and Effect.**

The Agreement is hereby modified in all other respects to give effect to the foregoing modifications and, as so modified, shall remain in full force and effect and shall continue to constitute the valid and binding obligations of the parties hereto. 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 date first above written.

**CHICAGO HOUSING AUTHORITY**

By: Diona Brookes
Name: Diona Brookes
Department of Procurement and Contracts

**VARGA BERGER LEDSKY HAYES & CASEY, P.C.**

By: [Signature]
Name: Michael V. Casey
Title: Vice-President

Approved As to Form

CHICAGO HOUSING AUTHORITY
Office of the General Counsel

By: [Signature]
Name: Scott W. Ammarell
Title: Chief Legal Officer
CONTRACT NO. 11202
AMENDMENT NO. 2

This Amendment No. 2 to Contract No. 11202, originally effective as of December 26, 2012 (as amended the "Agreement"), by and between the CHICAGO HOUSING AUTHORITY ("CHA"), an Illinois municipal corporation of the City of Chicago, State of Illinois, with offices at 60 East Van Buren, Chicago, Illinois 60605, and Varga Berger Ledsky Hayes & Casey (the "Contractor"), an Illinois professional corporation authorized to conduct business in the State of Illinois, with offices located at 125 South Wacker Drive, Suite #2150, Chicago, Illinois 60606, is deemed to be effective as of the 26th day of December, 2014.

WITNESSETH:

WHEREAS, the CHA and the Contractor previously entered into the Agreement and Amendment No. 1 thereto dated December 26, 2013, wherein the Contractor, for and in consideration of the covenants and agreements set forth therein, agreed to provide professional services to CHA including, but not limited to, acting as the Ethics Officer to perform the functions required under the CHA Ethics Policy, and acting as the Equal Employment Officer to perform the functions set forth in the CHA Employee Handbook on an as-needed basis (collectively defined in the original Agreement and herein as the “Services”);

WHEREAS, the term of the Agreement, as modified by Amendment No. 1, is set to expire on December 25, 2014; and

WHEREAS, the CHA desires to exercise the second one (1) year option arising under the Agreement for the purposes of continuing to receive the Services of the Contractor for the period of December 26, 2014 through December 25, 2015; and

WHEREAS, the Contractor is ready, able and willing to continue providing Services to the CHA subject to the prevailing terms and conditions of the Agreement, as extended herein;

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

1. **Term of Agreement.**

Pursuant to the extension option reserved in the Agreement, the term of the Agreement is hereby extended for an additional one-year period effective from December 26, 2014 through December 25, 2015 (the “Second Option Term”), under the same prevailing terms and conditions as set forth in the Agreement.

2. **Compensation and Pricing Schedule.**

The not-to-exceed amount of compensation authorized under the Agreement for Services provided by the Contractor during the Option Term is increased by an amount not-to-
exceed Ninety Thousand Five Hundred and 00/100 Dollars ($90,500.00). The Agreement's new aggregate not-to-exceed amount, including this Amendment No. 2, is Three Hundred Sixty-One Thousand and 00/100 Dollars ($361,000.00). The rates and fees applicable to Services provided during the Option Term shall become effective as of the Commencement Date of this Option Term, and are reflected in the Schedule of Rates and Fees set forth in Exhibit II, previously incorporated in the Agreement by reference.

3. **Full Force and Effect.**

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

4. **Effectiveness and Construction.**

This Amendment No. 2 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. 2 to the Agreement to be executed and become effective as of December 26, 2014.

**CHICAGO HOUSING AUTHORITY**

By: [Signature]

Dionna Brookes
Senior Director of Procurement
Procurement and Contracts

Approved As to Form
Chicago Housing Authority
Office of the General Counsel

By: [Signature]

Scott W. Ammarell
Chief Legal Officer

**VARGA BERGER LEDSKY**

**HAYES & CASEY**

By: [Signature]

Name: Michael V. Casey
Title: Vice President
## DEPARTMENT OF PROCUREMENT AND CONTRACTS

### Compliance Utilization Plan

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**M/E/W/I/B Utilization**

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<th>C/F</th>
<th>Indirect</th>
<th>WBE</th>
<th>Total</th>
<th>City</th>
<th>Percent</th>
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</thead>
<tbody>
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<td>WBE</td>
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<td>City of Chicago</td>
<td>10.0%</td>
</tr>
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<td>Indirect</td>
<td>WBE</td>
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<td>City of Chicago</td>
<td>10.0%</td>
</tr>
<tr>
<td>Macomb Office Supply</td>
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<td>Indirect</td>
<td>WBE</td>
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<td>City of Chicago</td>
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<td>$73,100.00</td>
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| TOTAL Committed Item | | | | $73,100.00 | | 0.0% |

| TOTAL Committed Item | | | | $73,100.00 | | 0.0% |

| TOTAL Committed Item | | | | $73,100.00 | | 0.0% |

### Section 3 Utilization

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<tr>
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<td>OTHER ECONOMIC OPPORTUNITIES</td>
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<td>3.7% or 7%</td>
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<tr>
<td>Job Title</td>
<td>Part-Time Clerk</td>
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<tr>
<td>Details</td>
<td>Please see comments below outlining Other Economic Opportunities</td>
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</table>

**COMMENTS:**

In lieu of subcontracting with a Section 3 Business Concern, the firm is committed to providing other economic opportunities. This firm is committed to working with the West Side Legal Justice Center, which provides pro-bono legal counseling to low-income residents in connection with the Johnny L. Miller Chicago Wildfire Fund (3822 W. Jackson). The purpose of this center is to provide legal counseling and assistance to low-income Chicago residents who cannot afford access to legal counseling or the justice system. Mr. O panel/President of the firm and founder of the center, and other attorneys provide their services to follow up on request with a project in the greater Chicago area that provides personal consultations to the greatest extent feasible for the firm. Given the firm's hourly rates, they are committed to an annual value of $75,000 towards this program.
Dear Ms. Bennett:

On behalf of Michael Casey, as you requested we have attached our updated compliance documents relating to the renewal of our Ethics Officer Contract No. 11202 (RFP No. 12-00965). Please let us know if you need any additional documentation or information.

Happy Holidays!

Jane Klenck

Jane M. Klenck
Firm Administrator
VARGA BERGER LEDSKY HAYES & CASEY
A Professional Corporation
125 South Wacker Drive, Suite 2150
Chicago, Illinois 60606-4473

(312) 341-9400 (Telephone)
(312) 419-0225 (Facsimile)
jklenck@vblhc.com
www.vblhc.com

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OTHER ECONOMIC OPPORTUNITIES

The Firm empowers and provides economic opportunities to low income persons in the City of Chicago through its founding and operation of the West Side Legal Justice Center, which provides pro bono legal counselling to low income residents in connection with the Johnny L. Miller Abundant Life Center and Mount Vernon Baptist Church, located at 2622 W. Jackson Boulevard, Chicago, Illinois. The purpose of the Center is to provide legal counseling and assistance to low-income residents of Chicago’s West Side neighborhoods who cannot afford access to legal counseling or the legal justice system. Mr. Casey, the founder of the Center, makes himself available on a monthly basis to talk to West Side residents about their legal problems, and strives to help them resolve such legal problems either directly or through established legal assistance agencies. Mr. Casey, the Firm, and its attorneys then provide additional services to follow up on requests made in the personal consultations to the extent the Firm can provide the needed legal services.

These services benefit residents by providing them with legal assistance they could not otherwise afford or obtain, and have included services relating to marital, social security, utility, real estate, powers of attorney, guardianship, reverse mortgage, and a wide variety of other legal issues. These services offer more than just an economic benefit to low income residents; they offer assistance and comfort to those who otherwise might not be able to navigate through complicated legal procedures, oftentimes in connection with personal and family issues with human and emotional hardships that far exceed economic costs.

Mr. Casey and the Firm have been providing these free legal counseling services at the Center for the past five years. The Firm estimates that it devotes approximately 250 hours a year to these services. Given the Firm’s hourly rates, the Firm estimates that the annual value of such services is approximately $75,000.00. The Firm is committed to maintaining that level of service for purposes of compliance with the CHA’s Section 3 Utilization Plan.

In addition to the work we do directly to assist Chicago’s low-income residents, our firm also currently contributes, as a CHA vendor, to the CHA Scholarship fund. The fund provides assistance to schools, institutes, etc. via a third party to provide scholarships exclusively for CHA residents.

Our Firm also did business with Logadon Office Supply which is certified as a Women/Disadvantaged Business Enterprise by the City of Chicago. Since we began using Logadon in early 2010, (we had used other M/WBE vendors before then) we have purchased $28,974.74 worth of supplies from them. (See attached itemized listing and WBE Certification documents). We are currently doing business with Nova Stationers Inc., d/b/a Meadow Office Supply. They are certified Female and Minority Business Enterprise with the Department of Central Management Services, City of Chicago Department of Procurement Services, and Cook County; they are certified as a Minority Business Enterprise with the Chicago Minority Supplier Development Council; and they are certified as a Disadvantaged Business Enterprise with the City of Chicago Department of Procurement Services. (See attached itemized listing and W/M/DBE Certification documents.)

Varga Berger Ledsky Hayes & Casey also has employed Ms. Vernita Brown, a Section 3 resident, part-time since April 3, 2013 at a rate of $12.00 per hour. To date for 2013, we have paid Vernita $3,768.00. Ms. Brown is not only assisting us with clerical work, she also is learning the inner workings of a law practice which is invaluable experience.
CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement and Contracts  
Contract Compliance Division  

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

RFP/IFB/CONTRACT/PURCHASE ORDER NO: 12-00965  
DATE FORM COMPLETED: December 23, 2013

PROJECT TITLE: Request for Proposal for Ethics Officer and Equal Employment Opportunity (EEO) Officer

PRIME CONTRACTOR NAME(S): Verga Berger Ledsky Hayes & Casey

ADDRESS: 125 South Wacker Drive, Suite 2160, Chicago, IL 60606  
TELEPHONE: (312) 341-8400

CONTACT NAME/TITLE: Michael V. Casey, Vice-President

E-MAIL ADDRESS: massey@vblhc.com

Ethnicity: White  
Gender: Male

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: ______________

CONTRACT AMOUNT: $361,000.00  
M/W/DBE TOTAL: $_________  
TBD

NOTE: The M/W/DBE Total above represents the sum of all of the subcontracts listed on this Schedule A.

I. DIRECT PARTICIPATION

The Contractor shall in determining the manner of MBE/WBE/DBE participation, first consider involvement with MBE/WBE/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. MBE/WBE/DBE’s utilized for direct or indirect participation must be currently certified by one or more 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 Business Development Council (CMBDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA 8(a)). Firms seeking M/W/DBE subcontracting credit via Direct or Indirect participation must include one (1) current certification from CHA approved certifying agencies. A copy of a current Letter of Certification is required. Applications for certified statuses will not be accepted. For contractors whose principal business address is located outside of the metropolitan Chicago area, certification of comparable agencies will be considered.

A. COMPANY NAME: ____________________________

ADDRESS: _______________________________________

CONTACT PERSON: ____________________________ TELEPHONE: ( )__________

E-MAIL ADDRESS: ____________________________

ORIGINAL M/W/DBE DOLLAR VALUE: ______________ AMENDED M/W/DBE DOLLAR 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): __________

Schedule A – M/W/DBE Utilization Plan  
Page 1 of 6  
Revised 07.2012
## CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

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

#### A. COMPANY NAME: __________________________
ADDRESS: ______________________________________

CONTACT PERSON: ___________________ TELEPHONE: ________

E-MAIL ADDRESS: ______________________________

ORIGINAL M/W/DBE DOLLAR VALUE: ____________ AMENDED M/W/DBE DOLLAR 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: ____________ AMENDED M/W/DBE DOLLAR 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): ____________

#### D. COMPANY NAME: __________________________
ADDRESS: ______________________________________

CONTACT PERSON: ___________________ TELEPHONE: ________

E-MAIL ADDRESS: ______________________________

ORIGINAL M/W/DBE DOLLAR VALUE: ____________ AMENDED M/W/DBE DOLLAR 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: ____________ AMENDED M/W/DBE DOLLAR 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 CONTRACTORS)*

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<td><strong>NOTE:</strong> Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</td>
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**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**  
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

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<td><strong>NOTE:</strong> Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</td>
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**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**  
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

<table>
<thead>
<tr>
<th>H. COMPANY NAME:</th>
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<tbody>
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<td>TELEPHONE:</td>
<td>E-MAIL ADDRESS:</td>
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<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE:</td>
<td>AMENDED M/W/DBE DOLLAR VALUE:</td>
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<tr>
<td><strong>NOTE:</strong> Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</td>
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**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**  
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

<table>
<thead>
<tr>
<th>I. COMPANY NAME:</th>
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<tbody>
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<td>ADDRESS:</td>
<td>CONTACT PERSON:</td>
<td>TELEPHONE:</td>
<td>E-MAIL ADDRESS:</td>
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<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE:</td>
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<td><strong>NOTE:</strong> Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</td>
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</tbody>
</table>

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**  
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
II. INDIRECT PARTICIPATION

This section need not be completed if the M/W/DBE goal has been met through Item I. DIRECT participation as outlined in the M/W/DBE Policy.

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 by contracting with MBE/WBE/DBEs for the provision of goods and services not directly related to the performance of the contract. 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 B2Grow 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 or for use on more than one contract.

A. COMPANY NAME: Nova Stationers Inc., d/b/a Meadows Office Supply
ADDRESS: 30W260 Butterfield Road, Suite 210, Warrenville, IL 60555
CONTACT PERSON: Ms. Sandra Wong
E-MAIL ADDRESS: sandra.wong@meadowsoos.com
CONTACT PERSON: (847) 781-8850
Original M/W/DBE Dollar Value: TBD
Amended M/W/DBE Dollar Value:______________________

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

Work to be Performed/Materials Supplied: Office Supplies, breakroom, toners, computer accessories

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

B. COMPANY NAME: Logadon Office Supply
ADDRESS: 1055 Arthur Avenue, Elk Grove Village, IL 60007
CONTACT PERSON: Lenore Dem
E-MAIL ADDRESS: ldem@logadonofficesupply.com
CONTACT PERSON: (847) 563-8282
Original M/W/DBE Dollar Value: TBD
Amended M/W/DBE Dollar Value:______________________

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

Work to be Performed/Materials Supplied: Office Supplies

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

C. COMPANY NAME: ____________________________
ADDRESS: ____________________________
CONTACT PERSON: ____________________________
E-MAIL ADDRESS: ____________________________
Original M/W/DBE Dollar Value:______________________
Amended M/W/DBE Dollar 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): ____________________________

Schedule A - M/W/DBE Utilization Plan
Page 4 of 6
Revised 07.2012
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

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

| D. COMPANY NAME: | | |
|------------------|------------------|
| ADDRESS: | | |
| CONTACT PERSON: | TELEPHONE: | |
| E-MAIL ADDRESS: | | |
| ORIGINAL M/W/DBE DOLLAR VALUE: | AMENDED M/W/DBE DOLLAR 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: | AMENDED M/W/DBE DOLLAR 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 CONTRACTORS)  

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, 11th Floor, Chicago, IL 60603.  

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing 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)  
Varga Berger Ledsky Hayes & Casey  

AUTHORIZED OFFICER  
Michael V. Casey  

NAME  Signature  Date  
Michael V. Casey  

NAME OF NOTARY (Print or Type)  
Maria E. Rosiles  

STATE OF  Illinois  COUNTY OF  Cook  ON THIS  23rd  DAY OF  December  2013  BEFORE ME APPEARED (NAME)  Michael V. Casey  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)  Varga Berger Ledsky Hayes & Casey  TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC  
Maria E. Rosiles  

(SEAL) COMMISSION EXPIRES:  

10/11/14  

Schedule A – M/W/DBE Utilization Plan  
Page 6 of 6  
Revised 07.2012
<table>
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Total Logaden Office Supply

TOTAL: -7,944.98
SEP 30 2013

Ms. Lenore Carn
Legado Stationers, Inc.
1055 Arthur Avenue
Elk Grove Village, IL 60007

Dear Ms. Carn:

We are pleased to inform you that Legado Stationers, Inc. has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 10/16/2015; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 10/16/2014, 10/16/2015, 10/16/2016, and 10/16/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 10/16/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 08/16/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602
Logan Stationers, Inc.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm’s certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits, or investigation of your contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City’s Inspector General at chicago.inspectorgeneral.org, or 993-10-TIP LINE (993-4444-4764).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm’s name will be listed in the City’s Directory of Minority and Woman-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
423210 – Office Furniture Merchant Wholesalers
433310 – School Furniture Merchant Wholesalers
433330 – Janitorial Equipment and Supplies
434139 – Stationery and Office Supplies Merchant Wholesalers

Your firm’s participation on City contracts will be credited only toward Women Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City’s Women-Owned Business Enterprise (WBE) Program.

Sincerely,

Jamie L. Rhea
Chief Procurement Officer

JLR/cm
OCT 1. 2019

Ms. Lenore Dann
Logaden Stationers, Inc.
1055 Arthur Avenue
Elk Grove Village, IL 60007

Dear Ms. Dann:

The City of Chicago is pleased to notify you that your firm, Logaden Stationers, Inc., has met the requirements for certification as a Disadvantaged Business Enterprise ("DBE") in accordance with the governing federal regulations, 49 CFR part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved, subject to a review of Continued Eligibility on October 15, 2018. To remain certified with the IL UCP you must submit a No Change Affidavit each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(j).

Your firm’s name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602
NAICS Code(s)
423210 – Office Furniture Merchant Wholesalers
423210 – School Furniture Merchant Wholesalers
423960 – Janitorial Equipment and Supplies
424120 – Stationery and Office Supplies Merchant Wholesalers

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.dot.state.il.us/tue/tuep.html.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm’s approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm’s abilities to perform in the approved work category (i.e.).

- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.

- For work to count toward a contract goal, the DBE firm must perform a “commercially useful function” pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non Trucking Firms:

- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT’s Bureau of Design and Environment.

- Firms seeking work with IDOT, as a prime construction contractor, must be prequalified by IDOT’s Bureau of Construction.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
• The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insure and operate and using drivers it employs.

• The DBE trucking firm, which leases trucks from another DBE trucking firm, receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.

• When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.

• For any credit to be allowed for leased trucks, the lessee must be properly filed with the Illinois Commerce Commission (ILCC), and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Disadvantaged Business Enterprise Program at 312-744-1029.

Sincerely,

Jaira L. Rhee
Chief Procurement Officer

JLR/cn
## Varga Berger Ledisky Hayes & Casey
### Transaction Detail by Account
#### January 1, 2010 through December 22, 2013

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Total Loganend Office Supply: -28,674.74

TOTAL: -28,674.74
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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)

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: Nova Solutions Inc., d/b/a Memorex Office Supply

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

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

FEIN: [Blank]
STRENGTH: ASIAN
GENDER: FEMALE

CONTACT NAME/TITLE: Sandra Wong, President

EMAIL ADDRESS: sandra.wong@memorex.com

RFP/RFQ/CONTRACT OR PURCHASE ORDER NO: 12-00985

PROJECT TITLE: RFP for Ethics Officer and ERO Officer
DATE FORM COMPLETED:

PRIME CONTRACTOR: Vargas, Bland, Ledyard, Hayes & Casey (M/D) (312) 341-9400

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 [X]

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:
Office Supplies, furniture, breakroom, toners, computer accessories

3. Indicate the total dollar value: $ to be determined

4. Terms of the agreement including but not limited to joint venture, subcontract, supplier or purchase order agreements on the above-referenced contract (timeline and other subcontract details):

Schedule C - Letter of Intent

Page 1 of 2

Reviewed 07-2022
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)

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 foregoing document are true and correct, and that I am authorized on behalf of the Subcontractor to make this affidavit.

Nova Stationers Inc., d/b/a Meadows Office Supply
(NAME OF M/W/DBE/DEE SUBCONTRACTOR/SUBPLIER - PRINT OR TYPE)

[Signature]
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

12-27-13
(DATE)

LEONARD A. JANICKI
(NAME OF NOTARY - PRINT OR TYPE)

STATE OF ILLINOIS COUNTY OF DuPage

ON THIS 23 DAY OF DECEMBER 2013

BEFORE ME APPEARED (NAME) HOW WONG

TO ME PERSONALLY KNOWN WHO, BEING Duly SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY (COMPANY NAME) TO EXECUTE THE AFFIDAVIT AND DID DO SO AS HIS OR HER TRUE ACT AND DEED.

NOTARY PUBLIC: [Signature] (SEAL)

COMMISSION EXPIRES: 2-10-15

[Official Seal]
LEONARD A. JANICKI
Notary Public - State of Illinois
My Commission Expires Feb 10, 2016
CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

NOVA STATIONERY INC d/b/a MEADOWS OFFICE SUPPLY

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as a Minority Supplier Development Council.

NAICS: 332120, 423420, 424120

Description of Business: Office supplies as defined by the North American Industry Classification System (NAICS)

Product/Service: Office, Furniture, and Equipment

6/30/2013

Certificate Number

6/30/2014

By using your assigned (through NMSDC only) password, NMSDC Certified Member may view the original certificate.
September 23, 2013

Certification Term Expires: May 9, 2014

Sandra Wong
Nova Stationers Inc
30w260 Butterfield Rd
Suite 210
Warrenville, IL 60555-1569

Re: Female and Minority Business Enterprise (FMBE)

Dear Business Owner:

According to our records, the CMS/Business Enterprise Program (BEP) has determined that your firm qualifies as both Female and Minority Business Enterprise (FMBE) with the State of Illinois. As part of this implementation of Public Act 098-0095, BEP has given your firm the certification status of Female and Minority Business Enterprise Program.

If you desire to change your firm’s designation from FMBE to only FBE or MBE, a notarized statement, signed by all owners, complete with the name of your firm, address and FEIN number is required. Please send the request to the Business Enterprise Program, 100 W. Randolph, Suite 4-100, Chicago, IL 60601.

If you have any questions, please contact our office at (312) 814-4190 (Voice/TTD); (800) 356-9206 (Toll-Free); (800) 526-0844 (Illinois Relay Line for the Hearing Impaired).

Sincerely,

Carlos Gutierrez
Certification Manager
Business Enterprise Program

100 W Randolph St., Suite 4-100, Chicago, IL 60601
Printed on Recycled Paper
May 22, 2013

Sandra Wong
Nova Stationery Inc.
50w260 Butterfield Rd
Suite 210
Warrenville, IL 60555-1569

Certification Term Expires: May 9, 2014

Res: NCA Certification Approval (MBE)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied in the No-Charge Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program for Minorities, Females and Persons with Disabilities. Your firm’s name will remain in the State’s Directory as a certified vendor with BEP.

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 in State contracts will be certified 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:

- Envelopes, Recycled
- Stationery Batters
- Safety Supplies and Equipment
- Furniture, Visual Displays
- Modular Panels
- Furniture, Metal Office
- Furniture, Executive
- Adding Machines and Calculators
- Dictation Equipment and Supplies
- Bindery Equipment
- Duplication Equipment and Supplies
- Shredders
- Photocopy Equipment and Supplies
- Fax Supplies
- Facsimile Equipment
- Typewriters and Intelligent Typewriters
- Computer Supplies, Misc.
- Laser Printers, Cartridges and Supplies
- Office Supplies, Misc.: Pens, Pencils, Ribbons: Calculator, Typewriter, Calendars, Calendar Pads and Stands
- Carbon Paper
- Rubber Stamps
- Shipping Cartons, Insulated for Vaccine
- Corrugated Boxes
- Packing Materials
- Wiping Rags, All Types

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper
government 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,

Carlos Guadarrama
Certification Manager
Business Enterprise Program
November 8, 2013

Sandra Wong
Nova StaGenere, Inc., DBA Meadows Office Supply
30W200 Butterfield Road, #210
Warrenville, IL 60555

Dear Ms. Wong:

This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) until December 31, 2013. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid documentation as needed.

If you have any questions, please feel free to call our office at 312-744-1829.

Sincerely,

George Coleman, Jr.
Deputy Procurement Officer

GC/al

121 NORTH LASALLE STREET, ROOM 606, CHICAGO, ILLINOIS 60602
June 18, 2013

Ms. Sandra Wong, President
Nova Stationers Inc., d/b/a
Meadows Office Supply
38W260 Butterfield Road, Suite #210
Warrenville, IL 60555

Dear Ms. Wong,

Cook County Board President Toni Preckwinkle and City of Chicago Mayor Rahm Emanuel have launched a reciprocal Minority and Women Business Enterprise Initiative. This initiative will allow your business to be certified by either the County or City, and have that certification apply to both agencies. This combined effort by the County and City will lessen the financial burden and streamline the certification process by providing a “one stop shop” for MBE/WBEs interested in participating in County and City procurement opportunities.

Nova Stationers Inc., d/b/a Meadows Office Supply is currently certified by the City of Chicago as a M/WBE. Our office has received a No Change affidavit from your company for the same certification status in the same area of expertise.

This letter is to notify you that your designated Host Agency will be the City of Chicago and your M/WBE certification will be recognized for Cook County contracts, provided that your status with the City of Chicago’s M/WBE Program remains in good standing. As such, you will no longer be required to submit your annual No Change Affidavit to Cook County Government. However, if you wish for Cook County to be your designated Host Agency, you must submit a written request stating your preference on company letterhead to paulette.brooks@cookcountyiil.gov, no later than 14 days from the date of this letter.

Please note that if you are currently certified with the City of Chicago in a non-construction area (i.e., professional services or goods, the County Code requires that you do not exceed 1.) the SBA Size Standards and 2.) Personal Net Worth standards of approximately $1MM. If you are a non-construction firm and wish to participate as an MBE/WBE in an upcoming County contract, you must submit an affidavit regarding your Size and Personal Net Worth at the time of the bid. You can download the affidavit from www.cookcountyiil.gov/contractcompliance.

If you have further questions and/or comments, please contact Paulette Brooks at 312-603-6843.

Sincerely,

[Signature]
Jacqueline Gomez
Contract Compliance Director

JG/pgb

$ Fiscal Responsibility • Innovative Leadership • Transparency & Accountability • Improved Services
DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 19 2012

Ms. Sandra Wong
Nova Stationers, Inc., dba Meadows Office Supply
35W290 Butterfield Road
Warrenville, IL 60555

Dear Ms. Wong:

The City of Chicago, your host agency, is pleased to notify you that your firm, Nova Stationers, Inc., dba Meadows Office Supply has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved for a five (5) year period, commencing on April 1, 2012. To remain certified with the IL UCP during the five-year period, you must submit a No Change Affidavit each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(e).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to the agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(f).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

NAICS 423210  Office Furniture merchant wholesalers
NAICS 423420  Office equipment merchant wholesalers
NAICS 424120  Office and Stationery Supplies merchant wholesalers
Ms. Sandra Wong  
Nova Stationers, Inc., dba Meadows Office Supply  
Page 2

This Directory is used by prime contractors/consultants, as well as other agencies, to collect participation of DBE firms. The Directory can be accessed on the Internet at www.dot.state.il.us/arc/dbe.htm.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm’s approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm’s abilities to perform in the approved work category (ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a “commercially useful function” pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non-Traveling Firms:

- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT’s Bureau of Design and Environment.
- Firms seeking work with IDOT, as a prime construction contractor must be prequalified by IDOT’s Bureau of Construction.

For All Traveling Firms:

- All DBE traveling firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE traveling firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
The DBE trucking firm, which leases trucks from another DBE trucking firm, receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.

When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.

For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC), and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Department of Procurement Services at 312-744-4900. Thank you for your continued interest in the City’s Certification and Compliance Programs.

Sincerely,

[Signature]

Jamie L. Rhee
Chief Procurement Officer

JFr/cm
October 4, 2013

Sandra Wong
Nova Stationers, Inc.,
DBA Meadows Office Supply
300 West Butterfield Rd., #210
Warrenville, IL 60555

Email: ce@meadowsoe.com

Dear Ms. Wong,

This letter is to inform you that the City of Chicago has extended your status as Disadvantaged Business Enterprise (DBE) until December 1, 2013. We are providing this Extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1829.

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602
Certification: View

Vendor Information
Business Name: Nova Stationers, Inc. d/b/a Meadows Office Supply
Vendor ID: 20069468
Primary Owner's Name: Sandra Wong
Ethnic Group: Asian American
Gender: Female

Certification Information
Certifying Agency: City of Chicago
Certification Type: DBE - Disadvantaged Business Enterprise
Effective Date: 3/1/2012
Renewal/Anniversary Date: 6/1/2013
Expiration Date: 4/1/2017

Contact Information
Main Company Email: ceo@meadowsoo.com
Main Phone: 704-761-6550
Main Fax: 704-761-6672
Internet Web Page: http://www.meadowsoo.com

Addresses
Physical Address: 3005300 Butterfield Rd
Unit 210
Wwwwwww, IL 60555
Mailing Address: 3005300 Butterfield Rd
Unit 210
Wwwwwww, IL 60555