

CONTRACT NO. 11869

**PROFESSIONAL
SERVICES AGREEMENT**

BETWEEN

CIBER, INC.

AND

THE CHICAGO HOUSING AUTHORITY

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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is entered into and effective as of the 31st day of October, 2016, by and between the **CHICAGO HOUSING AUTHORITY** (the "CHA"), a municipal corporation organized under the Illinois Housing Authorities Act 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois, and **CIBER, INC.** (the "Contractor"), a Delaware corporation, authorized to do business in Illinois, with offices at 1 East Wacker Drive, Suite 3110, Chicago, Illinois 60601.

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 U.S.C. §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 released Event No. 1725 (2016) (the "Solicitation") on or about September 28, 2016, to procure the services of an Infor/Lawson-certified consultant to perform services to enhance CHA's business operations through its use and deployment of general ledger and other related Infor/Lawson functions, including use of Lawson Multi-Company features; and

WHEREAS, the Contractor submitted its initial proposal on or about October 5, 2016 to the CHA indicating that it is ready, willing and able to provide the services as set forth in the Solicitation and thereafter submitted its Best and Final Offer and proposal (collectively such proposals are referred to herein as the "Proposal"); and

WHEREAS, the CHA and the Contractor desire to enter into the Agreement for the Contractor's provision of professional consulting services to enhance CHA's business operations through its use and deployment of general ledger and other related Infor/Lawson functions, including use of Lawson Multi-Company features, as further set forth herein.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

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

"Contract" means the contract entered into between the CHA and the Contractor. It includes the Agreement, the General Conditions for Non-Construction Contracts (HUD Form 5370-C), the

Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C), the Contractor's Affidavit and any other exhibits which have been specifically incorporated by reference in the Agreement.

ARTICLE 2. CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Work

The services that the Contractor shall provide during the term of the Agreement shall include, but not be limited to, Contractor's provision of professional consulting services to enhance CHA's business operations through its use and deployment of general ledger and other related Infor/Lawson functions, including use of Lawson Multi-Company features (hereinafter collectively referred to as the "Services").

B. Statement of Work

The Services to be performed by the Contractor during the term of the Agreement are more fully described in the Statement of Work set forth in Exhibit I, which is attached hereto and incorporated by reference as if fully and originally set forth herein.

C. Deliverables

In performing the Services, the Contractor shall prepare and/or provide the deliverables required by the Agreement along with any other required work product that may consist of documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or electronic media (hereinafter, collectively, "Deliverables"). The CHA reserves the right to reject Deliverables which in the reasonable judgment of the CHA do not adequately represent the industry standard levels of completion or standard of performance, do not include relevant information or data, or do not include all documents specified in this Agreement, or reasonably necessary for the purposes for which the CHA made this Agreement with the Contractor as described herein. The CHA will notify the Contractor in writing of any deficiencies the CHA may identify involving a Deliverable.

Partial or incomplete Deliverables may be accepted for review only when required for a specific purpose and when consented to in advance by the CHA. Such Deliverables may not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables shall in no way relieve the Contractor of its commitments hereunder.

Section 2.02 Performance Standards

The Contractor shall perform all Services required under this Agreement with the degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Furthermore, the Contractor shall perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, applicable to this Agreement, and to the satisfaction of the CHA. The Contractor must at all times act in the interests of the CHA consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will

assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables. Specifically, all services shall be performed in accordance with applicable professional due care standards, and in accordance with the terms and conditions of this Agreement.

The Contractor must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor covenants with the CHA to furnish its commercially reasonable expertise and judgment in furthering the CHA's interests. The Contractor shall at all times use commercially reasonable efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in a satisfactory manner shall include quick response to the CHA's needs. Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail on a timely basis within one (1) business day.

Section 2.03 Key Personnel

Jake Michael, a Partner of the Contractor, shall be responsible for supervising Contractor's personnel and directing the Services to be performed during the term of the Agreement. The Contractor retains the right to substitute key personnel with reasonable cause by giving written notice to the CHA, provided that the CHA shall have the right to approve such staff changes and said approval shall not be unreasonably withheld.

Section 2.04 Non-Discrimination

Contractor shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Contractor shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq., (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq., (1990). Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, Ill. Admin. Code Tit. 44 section 750 Appendix A, which is attached hereto as Exhibit II and incorporated by reference herein; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 2.05 Section 3 and MBE/WBE/DBE Participation and Requirements

- A. **Section 3 – Compliance:** The CHA has determined that the contract awarded under this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low- and Very Low-Income

Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

1. Section 3 - Clause

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

- vi. 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.

2. Section 3 Compliance Goals

- i. 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:

- (a) 51 percent or more owned by section 3 residents; or
 - (b) 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
 - (c) That provides evidence of a commitment to subcontract in excess of 25 percent 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."
- ii. 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.
 - iii. 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.
 - iv. 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).

3. Documenting and Reporting

- i. 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 is attached hereto as Exhibit III and is incorporated by reference herein.

- iii. 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.

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

- B. **MBE/WBE/DBE Compliance.** Contractor agrees to comply with the CHA's Minority and Women Disadvantaged Business Enterprise ("MBE/WBE/DBE") requirements in accordance with the Contractor's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit IV and incorporated by reference herein, and otherwise comply with the CHA's MBE/WBE Policy (see http://www.thecha.org/pages/mbe_wbe_dbe/36.php or the copy included in the Solicitation).

Documenting and Reporting. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's MBE/WBE/DBE 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.

Section 2.06 HUD's General Conditions for Non-Construction Contracts

HUD's General Conditions for Non-Construction Contracts (HUD form 5370-C (10/2006)) ("General Conditions"), are attached hereto as Exhibit V and incorporated by reference as if fully set forth herein. The Contractor agrees to fully comply with the General Conditions. In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

Section 2.07 Ownership of Work Product, Documents, Records and Reports

- A. With the exception of Contractor intellectual property and other contractor pre-existing materials, Contractor acknowledges that all Deliverables in any form including but not limited to, work papers, reports, spreadsheets, data, data-bases, documentation, training materials, drawings, photographs, film and all negatives, software, tapes and the masters thereof, prototypes, and other material, or other work product generated and assembled either in hard copy or by electronic media, pursuant to the work contracted for by the CHA hereunder (hereinafter, "Work Product") will belong solely to the CHA and the Contractor will retain no rights therein. The Work Product is conclusively deemed by the parties as

"works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (hereinafter, "the Act"), and the CHA will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist.

To the extent the Work Product does not qualify as "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefor, and other intangible, intellectual property embodied in or pertaining to the Work contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute assignments in the forms attached if requested by the CHA, without additional compensation. Contractor will document all work performed for the CHA and will turn such documentation over to the CHA on completion of the Contractor's services hereunder or earlier, if requested by the CHA. Contractor will make no use of the Work Product generated during the course of its work for the CHA during or after the term of this Agreement except to perform the work requested by the CHA.

To the extent the CHA is unable to effectively or economically use the Work Product without also using rights which are the subject of patent applications, patents, copyrights or other statutory protection owned by Contractor, Contractor grants to the CHA, a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, sell, use, reproduce, disclose, and publish such rights as necessary to fully utilize the Work Product within the CHA.

In addition, Contractor agrees that it will not do anything contrary to the CHA's ownership in the Work Product or which might impair the value of such ownership. Contractor agrees to cooperate with the CHA in executing all documentation requested by the CHA to enable the CHA to perfect its right in and to the Work Product.

- B. All Work Product and CHA Documents provided to, or prepared or assembled by the Contractor in connection with the performance of the Contractor's Services under this Agreement shall be the property of the CHA. The Contractor shall establish precautions against the destruction of all such CHA Documents and shall be responsible for any loss or damage to the CHA Documents while in the Contractor's possession or use and the Contractor shall be responsible for restoring such CHA Documents at its sole expense. Except as provided above, if any CHA Documents destroyed while in the Contractor's possession are not restorable, the Contractor shall be responsible for any loss suffered by the CHA on account of such loss or damage.
- C. The Contractor shall deliver or cause to be delivered all Work Product and/or CHA Documents, including, but not limited to, all Deliverables prepared for the CHA under the Agreement, to the CHA promptly in accordance with the time limits prescribed in the Agreement, or if no time limit is specified, then upon reasonable demand thereof or upon termination or completion of the Contractor's Services or expiration of the Agreement hereunder. In the event of the failure by Contractor to make such delivery, then and in that event, the Contractor shall pay to the CHA any damages the CHA may sustain by reason thereof. The Contractor shall maintain all CHA Documents not previously delivered to the CHA for a period of three (3) years after final payment made in connection with the Agreement.

D. The Contractor shall maintain its books, records, documents, and other materials related to the performance of the Agreement for a period of three (3) years following the expiration or termination of the Agreement and after final payment has been made and all other pending matters are closed, and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred or anticipated to be incurred for or in connection with the performance of the Contractor's Services under the Agreement. The Contractor shall maintain its accounting system, books and records in a manner that complies with generally accepted accounting principles ("GAAP"), consistently applied throughout.

E. The provisions of Section 2.07 shall survive the expiration or termination of the Agreement.

F. The Contractor shall flow down the provisions of this Section 2.07 titled "Ownership of Work Product, Documents, Records and Reports" to its subcontractors at every tier.

Section 2.08 Audit Requirement

The CHA retains an irrevocable right to independently or, through a third party, audit the Contractor's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the Contractor. In the event of a disallowance, the Contractor shall refund the amount disallowed to the CHA.

Section 2.09 Confidentiality

The Contractor agrees that all Deliverables, reports, documents or other information prepared or assembled by, or received or encountered by the Contractor, its employees, agents and subcontractors pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, the Contractor agrees that such Confidential Information shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the CHA. In the event the Contractor is presented with a *subpoena* regarding such Confidential Information, which may be in the Contractor's possession by reason of this Agreement, the Contractor must immediately give notice to the CHA's Chief Executive Officer and General Counsel with the understanding that the CHA will have the opportunity to contest such process by any means available to it before the Confidential Information is submitted to a court or other third party. The Contractor, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. The Contractor agrees that Section 2.09 of the Agreement shall survive the termination of the Agreement.

Section 2.10 Subcontracts and Assignments

Unless otherwise provided for herein, the Contractor shall not subcontract, assign otherwise delegate or otherwise transfer all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA. The absence of such prior written approval shall void the attempted subcontracting, assignment, delegation or transfer and shall have no legal effect on the Services or this Agreement.

The Contractor shall not transfer or assign, in whole or in part, any funds or claims due or which may become due under this Agreement without the prior written approval of the CHA. Any attempted transfer or assignments of any contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor, without the prior written approval of CHA shall be void and of no legal effect. With the exception of Contractor intellectual property and other Contractor pre-existing materials, the CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.11 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 or HUD purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any rights of copyright or patent of which the Contractor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.12 Religious Activities

In connection with the Services to be provided under this Agreement, the Contractor agrees:

A. That 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; and

B. That it shall not discriminate when rendering the Services hereunder against any person on the basis of religion and shall not limit such Services or give preference to persons on the basis of religion.

Section 2.13 Drug-Free Workplace

The Contractor shall establish procedures and policies to promote a "Drug-Free Workplace." Further, the Contractor shall notify all employees of its policy for maintaining a "Drug-Free Workplace," and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the Contractor shall notify the CHA 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 2.14 Force Majeure

Notwithstanding any other provision in this Agreement, the Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligation under the Agreement, including but not limited to, the scope of services or scope of work set forth hereunder which result from circumstance or causes beyond Contractor's reasonable control, including fire or casualty, acts of God, strikes or labor disputes, war or violence, or any lay, order or requirement of any government agency or authority.

Section 2.15 CHA Inspector General

It is the duty of the Contractor and its subcontractors to cooperate with the CHA Inspector General in any investigation or hearing undertaken. All of the Contractor's subcontracts must inform subcontractors of this provision and require agreement and compliance with the same.

Section 2.16 CHA Minimum Wage Policy

Pursuant to the CHA's Minimum Wage Policy adopted under Executive Order #2014-1, the Contractor shall observe and pay to its Covered Employees wages not less than the mandatory CHA Minimum Wage rate then in effect under the CHA Minimum Wage Policy.

ARTICLE 3. TERM OF AGREEMENT

Section 3.01 Term of Agreement

The initial term of this Agreement is for the period commencing of October 31, 2016 and continuing through December 30, 2016 (the "Base Term"), or until the Agreement is terminated in accordance with its terms, whichever occurs first. While Services are to be completed during the Base Term per the agreed Statement of Work, the parties expressly anticipate the potential performance of Services by the Contractor which may extend or be performed for a term which shall not exceed ninety (90) days following the scheduled completion date under the Statement of Work, including, without limitation, post-"go-live" support and potential Services and activities related to warranty or similar obligations of the Contractor for Deliverables under the Statement of Work.

Section 3.02 Contract Extension Option

The CHA, at its sole discretion may extend this Agreement for a term of up to ninety (90) days from either the earlier of: (a) the date of expiration of the Base Term; or (b) the date that all Services to be performed and completed during the Base Term are completed in full and accepted by the CHA in writing. Any extension shall be under the same general terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 of this Agreement. In the event that the parties fail to execute a written modification amending this Agreement to reflect the commencement of the contemplated ninety (90) day post-"go live" support period, this Agreement shall be deemed and construed to be extended for a ninety (90) day term, effective from the earlier of the expiration date of the Base Term or the date that all Services to be performed and completed during the Base Term are completed in full and accepted by the CHA in writing.

Section 3.03 Timeliness of Performance

The Contractor shall use commercially reasonable efforts to provide the Services and Deliverables within the time limits required under this Agreement, or from time to time as otherwise required by the CHA. The Contractor and the CHA acknowledge that deadlines for certain Services provided for in this Agreement may be dictated by the requirements of agencies or events outside the control of the CHA and the Contractor, and the failure by the Contractor to meet deadlines may result in economic or other significant losses to the CHA. Therefore, except to the extent that the Contractor's inability to meet its deadlines is caused by the delay due to the CHA, by acts of God or other events outside the control of the Contractor, TIME IS OF THE ESSENCE, so that failure to perform in a timely manner shall be considered a material breach of the Agreement.

ARTICLE 4. COMPENSATION AND PAYMENT

Section 4.01 Compensation

The CHA shall pay the Contractor on a firm fixed-rate basis at the hourly rates set forth in the Proposal for each person, role or resource identified in the Proposal and the agreed Statement of Work in a total amount not-to-exceed One Hundred Thirty Five Thousand Nine Hundred Forty and 00/100 Dollars (\$135,940.00). The Contractor agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings for Services beyond this amount. It is mutually understood and agreed by the parties that the above-agreed upon not-to-exceed compensation amount, which includes all reimbursable expenses, is the only compensation provided for in this agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said additional work or expenses. The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the previously agreed compensation amount.

Section 4.02 Payment

In light of the term of the time for performance and the component projects and tasks set forth in the Statement of Work, the CHA shall pay the Contractor compensation at the hourly rates set forth in the Statement of Work and the Contractor's Proposal for Services as they are rendered by Contractor.

The Contractor shall submit invoice(s) for Services performed on a progress basis, which may be submitted not less than biweekly for CHA's review and approval. Each invoice shall contain back-up information as required by the CHA, including but not limited to, a brief description of the Services provided during the invoice period and the individuals performing such Services, including any project component, project task or project Deliverable. In addition to the foregoing documentation, the Contractor shall track the project tasks and components set forth in the Statement of Work on a percentage of completion basis, which shall be done with the cooperation and assistance of the CHA for the parties' mutual benefit to effectively manage the project, the project schedule and the project Deliverables. The CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless the information required to be included with any invoice have been provided with such invoice.

Notwithstanding the billing and payment procedures set forth above, the CHA and Contractor shall observe and follow the acceptance procedures set forth in the Statement of Work.

CHA will make commercially reasonable efforts to make payment for services rendered under this Agreement within thirty (30) days after receipt and approval of each invoice submitted. All invoices shall be subject to review and approval by the CHA. If the CHA objects to all or any portion of any invoice, it shall notify the Contractor of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. All disputes regarding invoices shall be handled in accordance with the paragraph no. 7 of the General Conditions.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to: (1) availability of federal funds from HUD, (2) the approval of funding by the CHA's Board of Commissioners, and (3) the Contractor's satisfactory performance of this Agreement. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period of the term of this Agreement for payments to be made under this Agreement, then the CHA may notify the Contractor 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.

ARTICLE 5. DISPUTES

Section 5.01 Disputes

In the event of a dispute between the CHA and the Contractor involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA's Chief Procurement Officer. The Chief Procurement Officer shall, render a decision concerning the dispute submitted. Unless Contractor, within thirty (30) days after receipt of the decision, shall notify the Chief Procurement Officer in writing that it takes exception to the decision of the Chief Procurement Officer, the decision of the Chief Procurement Officer shall be final and binding. Provided Contractor has given the notice within the time stated above and has brought suit against the CHA not later than one year after Contractor has received notice of the decision of the Chief Procurement Officer, then the decision of the Chief Procurement Officer for the CHA shall not be final, but the dispute shall be determined on the merits by a court of competent jurisdiction which shall be located according the terms Section 9.07.

ARTICLE 6. RISK MANAGEMENT

Section 6.01 Insurance

The Contractor agrees to comply with and meet or exceed all of CHA's insurance requirements that are set forth in Exhibit VI, which is attached hereto and incorporated by reference herein as if fully set forth herein.

Section 6.02 Indemnification

The Contractor agrees to protect, defend, indemnify, keep save, and hold the CHA, its officers, officials, employees and agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees, including attorney fees, or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of this Agreement that are substantially due to the negligent or willful acts and omissions of the Contractor, its agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or any other tangible or intangible personal or

property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all the costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

The CHA shall have the right to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the CHA free and harmless are separate from and not limited by the Contractor's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

Section 7.01 Events of Default Defined

Each of the following shall constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the CHA.
- B. The Contractor's failure to perform any of its obligations under this Agreement including, but not limited to, the following:
 - 1. Failure to perform the Services with sufficient personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstance within the Contractor's control;
 - 2. Failure to meet any of the performance standards set forth in this Agreement;
 - 3. Failure to perform the Services in a manner reasonably 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;
 - 4. Failure to promptly re-perform within a reasonable time Services or Deliverables that were rejected as erroneous or unsatisfactory;
 - 5. Discontinuance of the Services for reasons or circumstances not beyond the Contractor's control;

6. 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; and
 7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
- C. Any change in majority ownership or majority control of the Contractor without the prior written approval of the CHA, which written approval shall not be unreasonably withheld.
 - D. The Contractor's default under any other agreement it may presently have or may enter into with the CHA during this Agreement. The Contractor 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 which the Contractor fails to cure within thirty (30) calendar days after receipt of written 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) calendar days after notice, or if the Contractor has failed to commence and continue diligent efforts to cure such default within thirty (30) days, the CHA may, at its sole option, declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the CHA 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 the Contractor and such decision shall be final and effective upon the Contractor's receipt of such notice pursuant to Article 10. Upon the giving of such notice, the CHA may invoke any or all of the following remedies:

- A. 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.
- B. The right to pursue any and all remedies, legal and/or equitable, available to the CHA.
- C. The right to withhold all or any part of Contractor's compensation hereunder with respect to Services not completed in accordance with the terms hereof prior to the termination of this Agreement.
- D. The right to deem Contractor non-responsible in 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 Contractor to continue to provide the Services despite one or more events of default, the Contractor 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 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 written notice from the CHA to Contractor when the Agreement may be deemed 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 performed hereunder shall cease effective ten (10) calendar days after the date written notice has been provided. The Contractor shall continue to render the services until the effective date of termination. No cost incurred by the Contractor after the effective date of termination shall be allowed. Subject to performance within the requisite performance standards and audits of invoices as set forth above, the CHA shall pay to Contractor on a pro-rata basis, costs incurred for Services rendered through the date of termination. This Section 7.03 is not subject to Article 5 of this Agreement.

The Contractor shall flow down the provisions of Section 7.03 in all of its contracts with its subcontractors, if any.

Section 7.04 Suspension

The CHA may at any time request that the Contractor suspend its Services, or any part thereof, by giving ten (10) days prior written notice to the Contractor or upon no notice in the event of an emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the CHA (Director of Procurement and Contracts). CHA recognizes Contractor may need to reassign the Personnel working on the Services to other Contractor projects during any suspension, but will make a reasonable effort to assign the same Personnel upon resumption of the Services.

Section 7.05 No Damages for Delay

The Contractor agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of delays or suspension of work caused by the CHA in the performance of its obligations under this Agreement. The Contractor's sole and exclusive remedy for delays or suspension of work caused by the CHA is an extension of time equal to the duration of delay or suspension to allow the Contractor to perform its obligation under this Agreement.

Section 7.06 Right to Offset

To the extent permitted by applicable law:

- A. In connection with performance under the Agreement, the CHA may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances:
- i. If the CHA terminates the Agreement for default or any other reason resulting from the Contractor's performance or non-performance;
 - ii. If the CHA exercises any of its remedies under Section 7.02 of the Agreement;
 - iii. If the CHA has any credits due or has made any overpayments under the Agreement.

The CHA may offset these incremental costs and any other damages by use of any payment due for Services completed before the CHA terminated the Agreement or before the CHA exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, the Contractor shall be liable for and must promptly remit to the CHA the balance upon written demand for it. The right to offset is in addition to and not a limitation of any other remedies available to the CHA.

- B. Without breaching this Agreement, the CHA may set off a portion of the compensation due under this Agreement in an amount equal to the amount of any liquidated or un-liquidated damages or claims that the CHA has against the Contractor arising out of any other agreements between the CHA and the Contractor or otherwise unrelated to this Agreement. If and when the CHA's claims against the Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the CHA will reimburse the Contractor to the extent of the amount the CHA has offset against this Agreement inconsistently with the determination or resolution.

ARTICLE 8. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 8.01 Warranties, Representations and Covenants

In connection with the execution of this Agreement, the Contractor warrants and represents to CHA:

- A. That it is financially solvent; and that it and each of its employees or agents of any tier are competent to perform the Services required under this Agreement; and that Contractor 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 the Contractor 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 and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of the Contractor to any employee of the CHA; and the Contractor 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 Contractor and its subcontractors, if any, are not in default at the time of the execution of this Agreement, or deemed by the CHA's Director of Procurement and Contracts to have,

within the last five (5) years, been found to be in default on any contract awarded by the CHA.

- D. 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 officials, officers, agents, or employees, has induced the Contractor to enter into this Agreement or has been relied upon by the Contractor.
- E. That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement and that it understands the nature of the Services required;
- F. That the Contractor acknowledges that the CHA, in its selection of the Contractor to perform the Services hereunder, materially relied upon the Contractor's Proposal, that the Proposal was accurate at the time it was made and that no material changes in it have been nor will be made without the express consent of the CHA;
- 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 officials, officers, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor.
- H. That the Contractor and, to the best of its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(2) and other Federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; and the CHA's Ethics Policy, as amended (see http://www.thecha.org/pages/forms_documents/66.php) and during the term of the Agreement will not violate the provisions of such laws and policies.
- I. That the Contractor has disclosed any and all relevant information to the CHA and the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.
- J. That the Contractor is a duly organized and validly existing limited liability company under the laws of the State of Illinois and has and will continue to have at all times during the term of this Agreement, all licenses necessary to render the Services required hereunder.
- K. That the Contractor has the power and authority to enter into and perform all of its obligations under this Agreement, and that this Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of the Contractor.

Section 8.02 Joint and Several Liability

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

Section 8.03 Business Documents and Contractor's Affidavit

The Contractor shall provide to the CHA evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. The Contractor's Affidavit, Contractor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate are attached hereto as Exhibit VII and incorporated by reference as if fully set forth herein. The Contractor shall at all times comply with, and be in compliance with the Contractor's Affidavit, Contractor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate.

Section 8.04 Conflict of Interest

- 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 or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit to arise from it.
- B. The Contractor covenants that it and its employees, or sub-contractors, 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. The Contractor further covenants that during the performance of this Agreement, no person having any such interest shall be employed. Contractor agrees that if the CHA determines that any of Contractor's services for others conflict with the Services that the Contractor is to render for the CHA under this Agreement; Contractor shall terminate such other services immediately upon request of the CHA.
- C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 C.F.R. §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 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 hereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- D. Furthermore, the Contractor represents that it currently is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.05 Non-Liability of Public Officials

No official, employee or agent of the CHA shall be personally liable to the Contractor or the Contractor's successor in interest for: (i) any default or breach by the CHA under this Agreement, (ii) any fee due to the Contractor or the Contractor's successor in interest or (iii) any other obligation arising under this Agreement.

Section 8.06 Independent Contractor

The Contractor and the CHA recognize that Contractor is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the CHA and that CHA will not incur any liability as the result of Contractor's actions. Contractor and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the CHA and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the CHA. The CHA shall not be obligated to withhold any funds from Contractor for tax or other governmental purposes, with respect to its employees, agents, representative or subcontractors. Contractor and its employees, representatives, and agents shall not be entitled to receive any employment benefits offered to employees of the CHA including workers' compensation insurance coverage.

Section 8.07 Limitation of Liability

Except as set forth herein as applicable to the Contractor's indemnity obligations (Section 6.02), Contractor's liability to the CHA for damages arising out of this Agreement shall be limited to direct damages only. Contractor shall have no liability for special or consequential damages (including lost revenue) of the CHA or any third party, even if Contractor has been advised of the possibility of such damages. Regardless of any language in this Agreement or any other Project Document to the contrary, Contractor's entire liability hereunder is limited to the total sums payable to the Contractor under the terms of this Agreement.

ARTICLE 9. GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement and the Exhibits attached hereto shall constitute the entire agreement between the parties hereto relating to the subject matter hereof and no other warranties, inducements, considerations, covenant, conditions, promises or interpretations shall be implied between the parties that are not set forth herein. In the event of a conflict between the Agreement and any Exhibits that have been incorporated by reference, the terms of the Agreement shall control.

Section 9.02 Counterparts

This Agreement may be executed in several identical counterparts, each of which shall be deemed an original and constitute one Agreement binding on the parties hereto.

Section 9.03 Amendments

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 the Contractor and

by the CEO of the CHA or his/her respective designees. The CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Whenever in this Agreement the Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to the Contractor's request 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 granted.

Section 9.04 Compliance with All Laws and Regulations

- A. The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulation 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, including but not limited to Section 6 of the Housing Act of 1937, 42 U.S.C. §1437, the Privacy Act of 1974, 5 U.S.C. §552(a), The Freedom of Information Act ("FOIA"), 5 U.S.C. §552, and Section 208 of the E-Government Act, and 24 CFR Part 5, all other applicable HUD regulations, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. § 7401/et seq.); Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended; Executive Order 11246, as amended by Executive Orders 12086 and 11375; Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally, the Contractor shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised; and the Mandatory Standards and Policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).
- B. The Contractor 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 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be included in this Agreement are deemed inserted in this Agreement whether or not they appear in the Agreement or, upon application of either party, the Agreement shall be amended to make this insertion; however, in no event shall the failure to insert the required provisions before or after the Agreement is signed prevent its enforcement.

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 Jurisdiction

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Contractor 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. The Contractor agrees that service of process on the Contractor 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 and to the office actually maintained by the Contractor, or by personal delivery on any managing partner, partners and principals of the Contractor. If the Contractor brings any action against the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.08 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 genders. 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 and thereof. 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 9.09 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 9.10 Cooperation

The Contractor agrees at all times to cooperate fully with the CHA and to act in the CHA's interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make commercially reasonable efforts to assure an orderly transition to another Contractor, the uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination or expiration of this Agreement.

Section 9.11 Waiver

Whenever under this Agreement the CHA, by a proper authority, expressly waives the Contractor's performance in any respect or expressly waives a requirement or condition to either the CHA's or the Contractor's performance, the waiver so granted, 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 of a requirement or condition.

Section 9.12 Flow - Down Provisions

The Contractor shall flow down the following provisions of the Agreement and General Conditions to its contracts with subcontractors: Section 2.04, Section 2.05, Section 2.06, Section 2.07, Section 2.08, Section 2.09, Section 2.10, Section 2.11, Section 2.12, Section 2.13, Section 2.14, Section 7.03, Section 7.03, Section 7.04, and Section 9.04 of the Agreement and paragraph numbers 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21 and 22 of the General Conditions.

ARTICLE 10. COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication, including required reports and submissions between the Contractor and the CHA shall be through CHA's Director of Planning and Reporting, 60 E. Van Buren St. 12th Floor, Chicago, IL 60605 when required. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. 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 the U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

Any notices sent to the Contractor shall be mailed by certified mail, return receipt requested, postage prepaid to:

Ciber, Inc.
1 East Wacker Drive, Suite 3110
Chicago, Illinois 60601
Attention: Jake Michael, Partner

Notices sent to the CHA shall be mailed by certified mail, return receipt requested, postage prepaid to:

Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Executive Officer

Copy to: Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

ARTICLE 11. AUTHORITY

Section 11.01 CHA's Authority

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

Section 11.02 Contractor's Authority


The signature of the person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor 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 the Contractor have executed this Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY

BY: 
Dionna Brookens, Chief Procurement Officer
Department of Procurement & Contracts

CIBER, INC.

By: 
Chris Botsen
SVP & General Mgr

Approved as to Form
Chicago Housing Authority
Office of the Chief Legal Counsel

BY: 
James L. Bebley
Chief Legal Officer

EXHIBIT I

STATEMENT OF WORK

**Lawson Multi-Company Setup
Statement of Work**

October 17, 2016

SUBMITTED BY:



**Prepared for:
Chicago Housing Authority**

**Provided by:
Jake Michael
Client Partner
Telephone: 720.422.5863
Email: jmichael@ciber.com**

Lawson Multi-Company Setup

Statement of Work

Revision History

Date	Version	Description of Revision
10/17/2016	1	

Protection of Confidential Information

This document contains confidential and proprietary information concerning Ciber's business, services, technology, operations and methodology. Ciber and Client agree that all Confidential Information in this SOW is proprietary to Ciber, and is subject to, and will be handled according to, the terms and conditions in the Agreement regarding Confidential Information.

If the Agreement has not been signed by both parties at the time of receiving this SOW, by receiving and retaining this SOW, Client agrees that, until the Agreement is signed by both parties:

- (a) For purposes of this SOW, "Confidential Information" means all non-public technical or business information in this SOW or disclosed by Ciber to Client in connection with this SOW;
- (b) the Confidential Information is proprietary to Ciber;
- (c) Client will protect the Confidential Information using the same procedures and requirements by which it protects its own proprietary and confidential information;
- (d) Client will not disclose, in whole or in part, the Confidential Information to any person, firm, corporation, association or other entity for any reasons or purpose whatsoever in any media format;
- (e) Client will not make use of the Confidential Information for its own purposes or benefit without the prior express written consent of Ciber; and
- (f) Client will not knowingly make the Confidential Information available, in whole or in part, to current or potential competitors of Ciber or to other organizations unrelated to Client.

If Client is a governmental entity that must comply with requests to disclose this SOW in accordance with open/public record laws, Ciber agrees that Client may disclose the Confidential Information to the extent necessary to comply with the applicable open/public record laws; provided that, to the extent allowed by the applicable law, Client allows Ciber the opportunity to redact information from this SOW that constitutes trade secrets or other exceptions from the applicable open/public records laws prior to any required disclosure.

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1. Introduction

This Statement of Work ("SOW"), effective on 10/24/2016, is incorporated into and is subject to the terms and conditions of the Professional Services Agreement (the "Agreement") between Ciber, Inc. ("Ciber") and Chicago Housing Authority ("Client") dated . Any inconsistency between this SOW, implementing

documents incorporated into this SOW, the Agreement, or any purchase orders or supplemental agreements, including defined terms, shall be decided in this order of precedence:

- (a) any approved Change Orders (defined in Section 5.2.1 below) and implementing documents to the SOW in order from the most recent to the earliest date; provided that any such Change Orders are duly executed in accordance with the Amendments section of the Agreement by duly-authorized officers or representative of the respective organizations;
- (b) the Agreement;
- (c) the SOW;
- (d) purchase orders and supplemental agreements.

Notwithstanding the foregoing, however, all of the documents referenced above shall be read and construed harmoniously to the fullest extent practicable, and the order of precedence provisions shall only be invoked in the event of a clear and irreconcilable contradiction between the documents described above.

2. Scope

This section describes the Services that are In-Scope and work that is Out-of-Scope for this SOW.

2.1. In-Scope Services

This project is to transition a majority of CHA properties to a separate LLC and operate them as business units, creating a multi company structure.

Ciber shall provide the Services described in this Section 2.1 and detailed in Appendix A (collectively, the "Services").

In-Scope

- 1. GL System Design
 - o Brown Paper Process
 - o Design Structure Workshop
 - o Application Design including To-Be Processes
- 2. Support of conversion, interface, report and automation designs
- 3. Support setup for data environment
- 4. Integrated Test Scripts
- 5. Integrating Testing Support and Test Issue Resolution

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6. Live Production Cutover

7. ~~Post Cutover Support as detailed in Appendix A~~

8. Ciber to identify and assist with build/retrofit of flows as necessary according to the budget in Appendix A

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2.2.Out-of-Scope

Work not specifically listed above as In-Scope is considered Out-of-Scope for this SOW. Ciber and Client shall address alterations to the scope of this SOW through the Change Process described in Section 5.2 below.

The following are specifically not within the scope of this SOW:

1. End User Training (Ciber will train the trainer)
2. Client Responsible for Processflow retrofits
3. Client responsible for security requirements definition
4. Client to develop end user courseware from Ciber scripts

3. Services

3.1.Acceptance Management

Acceptance by Client of the project's Services and Deliverables means that the Services and Deliverables have been completed in accordance with this SOW.

Ciber and Client will agree upon acceptance criteria for the Services and each Deliverable. Acceptance criteria must be documented as part of the Project Management Plan or Deliverable Expectation Document (DED) developed during the planning efforts of the project. Upon completion and approval by both parties, the Project Management Plan and/or DED shall be incorporated into the SOW by this reference. The parties agree to the following Acceptance Management process:

1. The Ciber Project Manager will submit an acceptance form for each completed Deliverable or each completed portion, Phase or milestone of the Services and Deliverables (as applicable) to the designated Client approver.
2. Client approver will accept or reject the Services and/or Deliverable within three (3) business days from the receipt of the acceptance form from the Ciber Project Manager.
3. If Client approver does not accept or reject the Deliverables and/or Services within three (3) business days from the receipt of the acceptance form from the Ciber Project Manager and does not communicate a reasonable timeframe in which a decision will be made, the Deliverables and Services will be considered accepted.

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4. If Client rejects any Services or Deliverable, the cause for rejection and all non-conformities and defects to be addressed must be documented by Client and provided to Ciber for Ciber to correct or revise. Following an event of re-performance or resubmission of corrected or revised Services or Deliverables by Ciber ("Resubmissions"), Client shall promptly approve or reject such Resubmissions not later than 5 business days from the tender date of such Resubmission(s). Any Resubmissions that are not rejected within the review period immediately above shall be presumed to be complete upon as of the tender date of such Resubmission(s) by Ciber to Client. Further corrections or revisions will be addressed under the Warranty provision of the Agreement.

The following Client person(s) has been designated as the approver of Deliverables and Services for the project:

Name: David Burns

Title: Chief Financial Officer

Name: ~~Dee Brookens~~ *BRYAN LAND*

Title: ~~Deputy Procurement Officer~~ *Deputy CHIEF INFORMATION TECHNOLOGY OFFICER*

Ciber understands that other than the resources identified above, there could potentially be other CHA designated approvers of Deliverables and Services dependent upon the deliverable.

4. Work Approach

This section defines Ciber's approach to managing and delivering the Services and Deliverables under this SOW. Changes to this approach will be managed via the Change Process, as defined in Section 5.3.

4.1. Project Management

Ciber will plan, execute, control, and communicate the progress of the project using the Ciber Project Management Methodology (CPMM) as well as CHA BrightWork Project Management System.

BrightWork's Project Portal will be used to track project progress, information, and artifacts; and to capture, track, and communicate the overall status of the project.

4.2. Delivery Method

Ciber's IMPACT Methodology will be used to provide management of the solution delivery process.

Table 1: Delivery Method

Phase	Description
Plan and Management	Develop project plan and manage Ciber resources.
Design	Review current state and design future state of GL multi-company Structure

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Build	Provide application expertise and assist with setup of data environment
Test	Integrated Testing and Cutover Plan
Activate	Live Production Cutover and Post Cutover Support

4.3. Technical Environment

Ciber will depend upon the technical environment described below in order to perform the Services and Deliverables in this SOW.

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Table 2: Technical Environment

Description: Platform, Vendor, Version	Provisioning Responsibility
Software:	Infor v9.0.1
Network Connectivity:	Client will: <ul style="list-style-type: none">• Provide VPN or other network access to project development and test environments, and to other system environments necessary for the project, for all project members requiring access to perform their tasks.• Provide application access to applicable systems for project members.• Assign a point of contact or define a process for gaining access and resolving access issues.
Project Portal: CHA's BrightWork Project Portal will be used to store and manage project documentation (e.g., work plans, status reports, and non-code Deliverables).	CHA will provide the PMRx® Project Portal site and manage access for all team members.

4.4. Work Location

Ciber will perform the Services from the following locations. Ciber consultants may perform certain activities remotely that are considered part of the billable Services under this SOW.

Table 3: Work Site Locations

Site Name or Location	Services Performed
Client Location	60 E Van Buren St Chicago, IL 60605
Ciber Global Delivery Center(s)	Bangalore, India
Ciber Office and Location	Remote

4.5. Work Schedule

Ciber has defined the schedule and price based upon an average 40-hour workweek, recognizing Ciber holiday and personal leave policies for project team members, including Ciber and Client team members. However, the

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project may have peak periods where the project team will be expected to work outside normal business hours. Standard Client holidays that differ from the holidays observed by Ciber will be scheduled work-days for consultants.

The standard project workweek for consultants working at the Client facility is Monday through Thursday, with four days onsite. The workweek is defined as 4-4-5— 4 nights and 4 days at Client facility and a 5th day at a remote work location as necessary to complete the workweek. Work-site arrival time on Mondays will be no later than 9:00 AM local time, with work-site departure no earlier than 3:00 PM local time on Thursday. The consultant's workweek includes up to four (4) hours per week travel time. Client and Ciber may agree to modifications to the workweek for individuals or specific work groups.

5. Project Governance

5.1. Issues Management

Throughout the Term of this SOW issues may arise requiring further information or a decision for resolution. The project team's objective is to resolve all issues at the lowest level possible. When an issue cannot be resolved at the project team level, the following escalation path will be followed. Each contact shall have the amount of time indicated in the "Response Time" column for bringing resolution to the issue, prior to the issue being escalated to the next contact level.

Table 4: Escalation Contacts

	Ciber	Client	Response Time
First Level Contact	<<Ciber PM>>	TIO Manager	Three (3) business days
Second Level Contact	<<Ciber Client Partner>>	Bryan Land	Three (3) business days
Third Level Contact	<<Ciber Delivery Director>>	David Burns	Three (3) business days

Should no resolution be reached after following this escalation path, either party may terminate this SOW as a termination for convenience subject to the Early Termination provisions defined herein, and/or to the dispute resolution process defined in the Agreement, if any, and exercise any other rights and remedies available at law or in equity.

5.2. Change Process

The following Change Process will be used to manage all alterations to this SOW. Examples of alterations include but are not limited to: changes in scope, to Deliverables (including accepted Deliverables), to the schedule and to costs occurring for any reason, including failure of Client to fulfill its roles and responsibilities, unforeseen events, delays caused by Client, and inaccurate assumptions and dependencies. Ciber will not perform services not described in this SOW until a Change Order has been approved.

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5.2.1. Change Order Process

1. Either party shall notify the other of requested changes by completing a "Change Order" ("CO") form that provides justification for the change and the proposed impact to the scope, schedule, and cost. No Change Order will be effective unless signed by both Parties.
2. If Client initiates the CO, Ciber will respond to the CO with the impact to the scope, schedule and cost, also referred to as a CO in this process.
3. The Client approver will approve or reject the requested Change Order within three (3) business days from the receipt of the CO form.
4. If the Client approver does not approve or reject the requested Change Order within three (3) business days from the receipt of the CO form and does not communicate a reasonable timeframe in which a decision will be made, the requested Change Order will be considered deferred:
 - a. The CO status will be logged, tracked and managed as a 'deferred' request.
 - b. Services will progress without incorporating the requested change into the work plan.
 - c. Where an approval or rejection decision is necessary for the Services under this SOW to progress, Ciber and Client will use the Issues Management process above.
5. For any Change Order request that proposes to modify all the allocation of resources from the stated project scope, Client and Ciber shall identify the associated (re) allocation of resources (whether by increase or decrease in allocated personnel hours) in writing, and shall jointly execute a Change Order memorializing the mutually agreed reallocation of Services hours, as well as the associated costs. In light of the fixed-rate structure of the Agreement and its not-to-exceed compensation limit, any agreed Change Order shall be subject to firm-fixed rate per designated resources as established in the Agreement. In no event shall a Change Order request be submitted by the Client which may cause the hours of work to exceed the allocated professional hours and associated total compensation limit set forth in the Agreement
6. Ciber shall coordinate any changes in hardware, network, software, configuration, or Services with Client. Client may defer the change based on impact to business operations.
7. Ciber and Client shall work in good faith to resolve disputes regarding the classification of work, using the Issues Management process above.

5.2.2. Change Order Approvals

The following persons are responsible for obtaining signature approval of Change Orders for the engagement:

Client Name: _____

DIONNA BROOKENS
Ciber Name: David Burns/Dan Brookens

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Chief Procurement Officer

Client Role: _____

Ciber Role: ~~SFO/Deputy Chief Procurement~~

5.3.Unforeseen Conditions and Events

If unforeseen conditions are discovered or unforeseen events occur that materially affect the original scope of work, Ciber will work with Client to adjust the scope, cost and schedule of this SOW using the above Change Process or to terminate this SOW without penalty.

5.4.Delays and Extensions

Ciber has a limited ability to mitigate the impact of delays caused by Client or by events outside Ciber's control. Ciber's rates, prices, and schedules do not include a contingency for the cost and schedule impacts of such delays. CHA has no contingency budget, therefore, this project must stay on schedule as identified in the scope.

Ciber will notify the Client promptly upon discovery of any delay caused by Client or caused by events outside Client's or Ciber's control and Ciber will work with Client to mitigate the cost and schedule impacts; however, Ciber will be entitled to adjust the schedule accordingly and shall inform Client of any charges for additional work caused by such delays. Ciber will submit a Change Order for required cost and schedule adjustments. Ciber reserves the right to amend any Change Order to address the cumulative impacts of subsequent delays.

6. Roles and Responsibilities

6.1.Ciber Roles

The following main roles listed in Table 6 will be provided by Ciber. Substitution or replacement of Ciber personnel shall be governed by the Key Personnel provision of the Professional Services Agreement.

If Client has concerns about the skills, qualifications or suitability of any of Ciber's consultants assigned to provide Services hereunder, Client shall promptly notify Ciber of the specific concerns. Client and Ciber shall cooperate to correct the situation and resolve Client's concerns promptly.

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Table 5: Ciber Personnel

Role	Role Description
<i>Project Manager</i>	<ul style="list-style-type: none">• Manages all Ciber work efforts as defined in the Statement of Work.• Coordinates and directs day-to-day activities for Ciber team members.• Monitors project execution against the baseline project plan.• Develops and maintains the project plans.• Acts as a single point of contact for Client.• Makes Ciber decisions/approvals in conjunction with the Client project manager.• Manages the transfer of knowledge and deliverables between on-site and off-site teams.• Escalates project issues through Ciber's organization.• Coordinates the Project Change Management process.• Ensures that the necessary testing, prototyping and piloting tasks are completed, according to the agreed upon timelines and deadlines, and that related documentation is complete and accurate.• Status reporting and issue management.
Technical Lead	<ul style="list-style-type: none">• Provides technical leadership.• Oversees overall technical solution & quality.• Leads key design and construction work efforts.• Provides overall technical direction for the solution as defined in the SOW.• Provides daily direction for development resources.
Development Team Member	<ul style="list-style-type: none">• Provides input into overall solution design.• Works with Technical Team Lead to identify and resolve any technical issues/questions.• Designs, constructs, and unit tests software components.

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Table 5: Ciber Personnel

Role	Role Description
Functional Lead	<ul style="list-style-type: none">• Provides knowledge of business processes and procedures.• Attends and participates in the implementation meetings.• Proposes implementation requirements.• Develops functional specifications and test scripts for a given area of expertise.• Leads the definition and documentation of the business processes, policies and procedures relating to the use of the system for a given area of expertise.• Provides communication of business needs and gaps to team leads.• Assists in training.• Aids in report definition.

6.2.Client Roles

Ciber will rely upon Client to provide the following roles in order for Ciber to perform the work described in this SOW.

Table 6: Client Roles

Role	Role Description
Project Manager	<ul style="list-style-type: none">• Manages all CHA work efforts that are not assigned to Ciber.• Coordinates and directs day-to-day activities for Client team members.• Monitors project execution against the baseline project plan.• Integrates and maintains an overall project plan that incorporates all sub-plans of CHA, Ciber, and any other entities involved in the project.• Acts as a single point of contact for CHA.• Escalates project issues through CHA's organization.• Accepts or Rejects Ciber's Deliverables.

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Table 6: Client Roles

Role	Role Description
Project Lead	<ul style="list-style-type: none">• Supports the creation and signoff of the functional requirements, as well as other business level documents (e.g., test plans, UAT testing).• Participates in scope definition and project planning activities.• Performs project activities according to project plan.• Reports weekly status, issues and potential risks to the project managers.• Ensures that information provided to project team is up-to-date and accurate.

6.3.Client Responsibilities

Ciber will rely upon Client to provide the following responsibilities in order for Ciber to perform the work described in this SOW.

Table 7: Client Responsibilities

Area	Project Responsibilities
Project Resources	<p>Client shall ensure that all Client resources are available for project tasks as defined in this SOW and the Project Management Plan or other communicated schedule of activities. Client shall ensure that assigned personnel have the skills to execute their assignments, have the authority to perform the work and make decisions, and that they fully participate in completing the effort of each task. Client shall ensure that its personnel do not have other responsibilities outside of this project that affect their ability to perform their project assignments in a timely manner.</p> <p>Other Client projects that are currently underway or may start during this project will not limit the availability of the resources, facilities, or technical infrastructure assigned for this project.</p>
Project Information	<p>Client shall ensure that all information and data supplied to Ciber with respect to this project is complete, clean and accurate. Incomplete, inaccurate or erroneous information may impact the project scope, budget and/or schedule.</p>

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Table 7: Client Responsibilities

Area	Project Responsibilities
File Back-up	Client will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data, and programs affected by the Services.
Policies	Client will provide Ciber with a copy of all policies, standards and regulations applicable for these Services, and provide an initial training class for Ciber team members. Ciber will comply with such policies, standards and regulations and mutually agree with Client on any aspects that are not applicable or are outside of Ciber's scope of work.
On-site workspace	Client shall provide work areas, phones, network connections, and access to shared printers and conference facilities for on-site Ciber team members.
Vendor Management	Client will monitor progress of Client vendors contributing to the project and resolves issues regarding vendor performance and/or Deliverables. Client is responsible for impacts to the project due to vendor performance issues.
Software Licenses	Client has sole responsibility for compliance with all software license agreements, including payment of fees and providing access, developer licenses (if applicable) and user licenses to Ciber personnel in order to fulfill its responsibilities under this SOW. Client must maintain a current support and maintenance agreement with the software vendor during the term of this SOW. Ciber does not provide any warranties for third party software or products.

7. Client Project Reserve

The following table lists the risks that have been initially identified for this project that could affect the planned scope, schedule, or budget. Throughout the life of the project, Client should consider a reserve fund to address these risks and others that arise. If necessary, the parties will address scope, schedule, and budget changes resulting from risks using the Change Process. A reserve for budget and schedule change is not included in Ciber's price or in the estimated schedule.

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Table 8: Project Risk Events

Risk Event	Mitigation Strategy	Potential Impact
Out-of-scope work requests are not controlled.	Project scope is clearly defined in the SOW. The Project Change Request process is established and invoked with each out-of-scope work request.	Negative impact to baseline schedule and cost.
Effective communications is not established with remote delivery teams.	Establish a communications plan that includes a weekly review of project progress with each delivery team.	Missed assignments. Negative impact to baseline schedule.
Difficulty in obtaining resources will delay project start.	Reasonable lead time is built into the project schedule to assure personnel acquisition can occur within the planned timeline.	Negative impact to baseline schedule.

8. Dependencies

Ciber is reliant upon the following dependencies to perform the Services described in this SOW. If these conditions are unavailable, Ciber and Client shall negotiate budget, schedule, or scope changes to address the deficiency.

8.1.Data Protection

8.1.1. Ciber's Facilities; Ciber's Responsibilities

"Ciber's Facilities" shall mean Ciber's network environment, systems, software, equipment, premises, operations, and any other Ciber-owned and/or Ciber-managed facilities. With respect to any Services under this SOW that Ciber performs within Ciber's Facilities, and any Client data processed, used or located within Ciber's Facilities in connection with Ciber's Services under this SOW, Ciber shall maintain, and require its personnel providing the Services to follow technical, procedural, and physical safeguards, which may be updated from time to time without notice to the Client, for the protection and security of Client's data.

Additional security measures may be implemented depending on the type of work to be performed. All additional security measures must be documented in a written security plan and approved by both Ciber and the Client.

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With respect to Client's Facilities (defined below) and any Services performed and any data processed, used, accessed or transmitted in or from Client's Facilities, Client shall have the responsibilities described below, and Ciber shall comply and require its personnel providing the Services to comply, with all Client's Security Procedures (defined below) that are communicated to Ciber.

Ciber is entitled to rely on the established and agreed safeguards and is not responsible or liable for (a) failure of Client to implement the required and appropriate safeguards and protections for Client's Facilities and Client's data, materials, and Confidential Information, (b) the acts or omissions of Client, or any third party, including liability for any security breach or unauthorized access to data or information caused in any way by those parties; (c) any data breach, security incident, unauthorized disclosure of Confidential Information or the like that occurs even though Ciber is complying with Client's Security Procedures and/or Ciber's security safeguards; or (d) force majeure.

8.1.2. Client's Facilities

"Client's Facilities" shall mean Client's network environment, systems, software, equipment, premises, operations, and any other Client-owned and/or Client-managed facilities. With respect to any Services under this SOW that Ciber performs in Client's Facilities, and any Client data processed, used, accessed, transmitted or located in or from Client's Facilities in connection with Ciber's Services under this SOW, Client is responsible for all physical, administrative, technical, procedural, network, and electronic data protection and other safeguards as are necessary for the protection, security, and confidentiality of any Client Confidential Information and any data, as required by Client's operations and applicable law for its Facilities, operations and data, including without limitation, providing appropriate notices and systems of records required under applicable laws (collectively, "Client's Security Procedures"). Client is responsible for compliance with all legal requirements with respect to Client's Facilities. Ciber shall comply, and require its personnel providing the Services to comply, with all Client's Security Procedures that are communicated to Ciber, while Ciber provides Services in Client's Facilities.

8.1.3. Remote Access

If any Ciber personnel require remote access to Client's Facilities to perform any Services under this SOW, Client is responsible for creating a secure platform for remote access by such Ciber personnel. At a minimum, this will consist of (a) the maximum allowed encryption supported by both Client and Ciber for a VPN tunnel and (b) a terminal services environment secured and controlled by Client with remote access granted to Ciber. This will allow for all Deliverables and data to remain onsite in Client's Facilities and in full control of Client. Client is responsible for preventing Ciber from removing any Confidential Information from Client's Facilities via remote access. At no time will Client grant unencrypted remote access to Ciber. Ciber will follow Client's documented access control procedures to gain remote access to Client's Facilities. As part of Client's Security Procedures, Client will provide VPN and terminal services tools, and the necessary network and environment logins to ensure that Ciber consultants will never have remote access to Client's data except through those tools and logins. Ciber consultants will use those tools and logins for both onsite and remote access, and will not have access to any Client data, except through those tools and logins.

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9. Project Schedule

The project schedule is based upon an anticipated start date of 10/24/2016 with a go-live by 12/31/2016. Any change to this start date or any other specified date in this SOW will affect schedule and Deliverable due dates accordingly. All dates displayed are estimated and will be affirmed during the planning process of the engagement.

10. Project Price

All work defined within this SOW will be performed and invoiced on a progress basis, subject to the not-to-exceed compensation cap set forth in the Professional Services Agreement and reflected in Table 9 below, exclusive of any applicable taxes. Applicable taxes will be invoiced in addition to these fees. Invoice and payment terms for this project are subject to the terms and conditions of the Agreement.

Services will be rendered at the following rates. Ciber will not exceed the estimated hours or amount for this engagement as noted below without prior, written Client consent via the Project Change Management process defined previously.

Table 9: Labor Rates

Resource	Hourly Rate	Estimated Hours	Estimated Amount
Project Director	\$225.00	32	\$7,200
Project Coordinator	\$80.00	8	\$640
Project Manager	\$200.00	208	\$41,600
Technical Lead	\$170.00	40	\$6,800
Functional Lead	\$190.00	316	\$60,040
Global Consultant	\$50.00	80	\$4,000
Estimated Expenses			\$15,660
Estimated Total			\$135,940

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Cancellation of Scheduled Activities

With respect to any activities under this SOW that have been scheduled, Client will provide at least ten (10) days' advance written notice to cancel any such scheduled project activity that involves any Ciber team member. If a ten-day notification is not received, Client will be invoiced for the costs equal to any unrecoverable expenses, such as travel cancellation fees, and 50% of the billable Services for each resource involved in the activity, for up to ten days per resource of Services that would have been provided if not canceled. This applies to both future scheduled activities and activities already in progress for this SOW. This applies only to cancellation of specific activities that are part of the overall Services under this SOW, and does not apply to cancellation or termination of substantial portions of, or all remaining, Services under this SOW. The provisions of the Agreement and any specific early termination provisions of this SOW govern cancellation or termination of this SOW in whole or in part, or all remaining activities hereunder.

Early Termination

Client may terminate this SOW for convenience upon 10 days' advance written notice.

In the event that the Services under this SOW are halted or cancelled before the Services are completed, Ciber will present an invoice to Client for all hours worked that were not previously invoiced. Client will pay Ciber for all Services performed, Deliverable provided and expenses incurred through the date of termination, including charges for materials ordered by Ciber that cannot be returned for a full refund.

11. Commencement Date and Term

This SOW will be binding upon the parties effective as of the Effective Date stated in the Introduction.

Ciber shall provide the Services pursuant to this SOW commencing on 10/24/2016. The Term of this SOW begins on the Effective Date and is scheduled to continue through 12/31/2016, unless otherwise terminated in accordance with the Agreement or this SOW. The parties may agree to renew, amend or extend this SOW using the Change Process and the Agreement's Amendment clause.

12. Approvals

IN WITNESS WHEREOF, the parties have executed this SOW on the date or dates indicated below.

BY:

Brian Beckman
Director of Delivery

Ciber, Inc.


BY:

BRYAN LAND
DEPUTY CHIEF INFORMATION TECHNOLOGY OFFICER

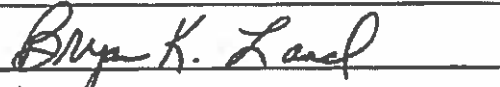
Chicago Housing Authority

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Signature

11/8/2016
Date


Signature

11/9/16
Date

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Financials Suite - Technical			
Task	Hours	Amount	Notes
BUILD			
Technical Application Configuration	-	\$ -	Technical configuration for application-facing requirements. Includes technical setup pre-CRP, inbasket setup, userIDs, VPN. Also for project team support related to VPN, URL/system access, security and general client issue research.
Technical Development	120	\$ 10,800	see <i>Technical Development Detail below</i>
Design & QA for Global Development	-	\$ -	Lead QA if development done remotely
End User Documentation	-	\$ -	
Totals	120	\$ 10,800	

Technical Development Detail (Included in the totals above)			
Interface & Workflow Design and Quality	Hours	Amount	Notes
Process Automation	40	\$ 8,800	Client responsible for processflows retrofit. Ciber to identify and assist with build/retrofit of flows as necessary.
Interfaces Total	40	\$8,800	
Interface & Workflow Development	Hours	Amount	Notes
Process Automation	80	\$ 4,000	Client responsible for processflows retrofit. Ciber to identify and assist with build/retrofit of flows as necessary.
Interfaces Total	80	\$4,000	
Technical Development Totals	120	\$ 10,800	

Lawson Multi-Company Setup

Statement of Work

Project Planning & Management			
Task	Hours	Amount	Notes
PLAN			
Project Management Plan			
Project Director	16	\$ 3,600	
Project Manager	104	\$ 20,800	
PROJECT MANAGEMENT			
Project Director	16	\$ 3,600	
Project Manager	104	\$ 20,800	
Project Manager - Technical	-	\$ -	
Project Administrator	8	\$ 640	
Totals	248	\$ 49,440	

Financials Suite Functional Totals			
Work Package	Hours	Amount	Notes
DESIGN			
Consultant Integration			
Functional Requirements	8	\$ 1,520	Initial interviews, application consultant introduction to team and environment, prepare for BPC and finalize business processes to be reviewed
Security Requirements	-	\$ -	Client responsible for security requirements definition
Business Process Calibration			
As-Is Models			
Brown Paper Process Workshop SME	4	\$ 760	Record and document As-Is Sessions, including Visio(s) and OfIs
Design Structure Workshop	16	\$ 3,040	Facilitate workshop that will determine core organizational structure definitions within the Lawson application.
Application Design - Launch Stage	18	\$ 3,040	Gather initial application design and setup information
Process To-Be Development	4	\$ 760	Prepare To-Be models for above processes
Process To-Be Workshop	4	\$ 760	Present and finalize recommended To-Be models
Application Design - Stage 2	16	\$ 3,040	Facilitate Client activities for application design approval prior to CRP setup
Standard Report Gap Document	4	\$ 760	Standard Report Gap Identification and completion of Reporting Requirements Definition
Project Team Education	FIXED	\$ -	Ciber conducted Project Team Education - Includes materials
BUILD			
Technical Development Design	24	\$ 4,560	Provide application expertise for input into conversion, interface, report and automation designs
Mapping and Codes Standardization	-	\$ -	Assist Client with establishing data value mappings
Application Configuration & Setup	24	\$ 4,560	Assist with setup for 'pristine' data environment
End User Documentation	-	\$ -	Client responsible for Std Operating Procedures
End User Courseware	-	\$ -	Client to develop End User Courseware
TEST			
Integrated Test Scripts	60	\$ 15,200	Ciber to create Test Scripts
Integrated Test	40	\$ 7,600	Test Script Execution
Integrated Test Issue Resolution	16	\$ 3,040	Test Issue Resolution
Detailed Cutover Plan	4	\$ 760	Detailed cutover and contingency planning
ACTIVATE			
End User Training	-	\$ -	Client responsible
Live Production Cutover	16	\$ 3,040	Final system preparation and cutover assistance
Post Cutover Support	40	\$ 7,600	Post cutover support, not to exceed 40 hours
Totals	316	\$ 60,940	

Lawson Multi-Company Setup

Statement of Work

	Financials		PM & Workshops		Project Totals	
	Hours	Amount	Hours	Amount	Hours	Amount
Project Management			128	\$ 25,040	128	\$ 25,040
Project Planning			120	\$ 24,400	120	\$ 24,400
Change Management			-	\$ -	-	\$ -
DESIGN						
System Preparation & Support						
Software Installation					-	\$ -
Business Process & Technical Analysis						
Process & Technical Analysis	8	\$ 1,520			8	\$ 1,520
Security Requirements Definition	-	\$ -			-	\$ -
Business Process Calibration (BPC)						
Brown Paper Process (As-Is)	4	\$ 760			4	\$ 760
Application Design (Stage 1)	32	\$ 6,080			32	\$ 6,080
Process To-Be Development & Workshop	8	\$ 1,520			8	\$ 1,520
Application Design (Stage 2)	16	\$ 3,040			16	\$ 3,040
Reporting Requirements	4	\$ 760			4	\$ 760
Project Team Education	FIXED	\$ -			FIXED	\$ -
Business Process Design & Modeling						
Pre-Pilot Activities	-	\$ -			-	\$ -
Conference Room Pilots	-	\$ -			-	\$ -
System Design	-	\$ -			-	\$ -
Executive Reporting Requirements	-	\$ -			-	\$ -
BUILD						
System Configuration & Setup	48	\$ 9,120			48	\$ 9,120
Operational Support					-	\$ -
Technical Development	120	\$ 10,800			120	\$ 10,800
End User Documentation	-	\$ -			-	\$ -
End User Courseware	-	\$ -			-	\$ -
TEST						
Integrated Test	136	\$ 25,840			136	\$ 25,840
User Acceptance Test	-	\$ -			-	\$ -
Detailed Cutover Planning	4	\$ 760			4	\$ 760
ACTIVATE						
End User Training	-	\$ -			-	\$ -
Live Production Cutover	16	\$ 3,040			16	\$ 3,040
Post Cutover Support	40	\$ 7,600			40	\$ 7,600
T&M Services Total	436	70,840	248	\$ 49,440	684	\$ 120,280
Tools & Workshop Totals (Fixed Price)				\$ -		\$ -
Expenses Total				\$ 15,660		\$ 15,660
Project Total	436	70,840	248	\$ 65,100	684	\$ 135,940

Lawson Multi-Company Setup

Statement of Work

Appendix A: Scope Detail

Project Phase Totals			
	Hours		Amount
PLAN & MANAGEMENT	248	\$	49,440
DESIGN	72	\$	13,680
BUILD	168	\$	19,920
TEST	140	\$	26,600
ACTIVATE	56	\$	10,640
T&M Services Total	684	\$	120,280
Tools & Workshops (Fixed) Total		\$	-
Expenses Total		\$	15,660
Project Total		\$	135,940

EXHIBIT II

ILLINOIS EQUAL OPPORTUNITY CLAUSE

TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY MANAGEMENT

SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES

CHAPTER X: DEPARTMENT OF HUMAN RIGHTS

PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES

SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 750.APPENDIX A Equal Employment Opportunity Clause EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit

employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

EXHIBIT III

SECTION 3 UTILIZATION PLAN

EXHIBIT IV

MBE/WBE/DBE UTILIZATION PLAN

EXHIBIT V

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS HUD FORM 5370-C (10/2006)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2010)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (without maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 988.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage, or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State, and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

EXHIBIT VI

INSURANCE REQUIREMENTS

Insurance

Prior to the commencement of this Agreement, the Contractor 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 Contractor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Contractor 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 Contractor 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 Excess Liability)

Commercial/General Liability Insurance provided is to have limits of not less than \$1,000,000 per occurrence with an Aggregate of not less than \$2,000,000 (i.e. \$1,000,000/\$2,000,000). 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 Consultants agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Consultants policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

Sexual Abuse and Molestation

When vendors provide services or activities to minors either on or off CHA's premises, Sexual Abuse and Molestation Insurance coverage must be maintained with a limit of \$1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). The CHA is to be endorsed as an additional insured on the Consultants 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 Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per

occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

4. Professional Liability

Whenever any architects, engineers, construction managers, property managers or other professionals perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5. Excess Liability

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

B. Related Requirements

The Contractor shall furnish the CHA, Department of Procurement and Contracts, 60 E. 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 Contract. In addition, copies of the endorsement(s) adding the CHA to Contractor's policy as an additional insured are required. The required documentation must be received prior to the Contractor commencing work under this Agreement. Renewal Certificates of Insurance, or such similar evidence, is to be received by the Procurement and Contracts Department prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. At the CHA's option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRACTOR COMMENCING WORK AT THE DESIGNATED CHA LOCATION.

If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Contractor shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Contractor. The Contractor shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Contractor shall provide the CHA a thirty (30) day 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 Contractor shall require all subcontractors to carry the insurance required herein or the Contractor 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 above.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and will not contribute with insurance provided by the Contractor under the Agreement.

EXHIBIT VII

**CONTRACTOR'S AFFIDAVIT AND CONTRACTOR'S CERTIFICATIONS,
REPRESENTATIONS OF OFFERORS – NON-CONSTRUCTION CONTRACTS (HUD
FORM 5369-C) AND EQUAL OPPORTUNITY COMPLIANCE CERTIFICATE**

#2

Order for Possession

(3/26/12) CCM N114

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT First DISTRICT

CHICAGO HOUSING AUTHORITY, as owner of property
managed by East Lake Management Group

Plaintiff(s)

v.

Jesse Pitchford, Shantti Pitchford, and any and all unknown occupants

Defendant(s)

No. 2016 M1 350401

DEFENDANT AGREED TO
SUBMIT TO THE JURISDICTION
OF THE COURT

AGREED ORDER FOR POSSESSION

This cause coming on to be heard upon the complaint of the Plaintiff(s), CHICAGO HOUSING AUTHORITY,
as owner of property managed by East Lake Management Group, and the issues thereof having been heard and

determined by court (court) (Jury) and said court (court) (Jury) having found that the

Plaintiff(s) CHICAGO HOUSING AUTHORITY, as owner of property managed by East Lake Management Group is/are entitled to the possession of
the premises described herein.

IT IS THEREFORE ORDERED AND ADJUDGED:

1. That the Plaintiff(s) have and recover of and from the Defendant(s), Jesse Pitchford, Shantti Pitchford, and any and all
unknown occupants, the possession of the following described premises:

Name: Jesse Pitchford, Shantti Pitchford, and any and all unknown occupants

Address: 10524 S. Oglesby Ave.,

Floor - Apt No. APT 93

City - State - Zip: Chicago, Illinois 60617

2. That the Plaintiff(s) have and recover of and from the Defendant(s), Jesse Pitchford, Shantti Pitchford

the sum of \$ 8,411.88 dollars and costs.

3. Enforcement of this judgment is stayed until NOVEMBER 11, 2016

(date)

I hereby certify the above to be correct.

Dated: _____

(Seal of Clerk of Circuit Court)

Clerk of the Circuit Court of Cook County, Illinois

Atty. No.: 50100

Atty. Name: Chicago Housing Authority - Office of the General Counsel

Atty. for Plaintiff (or) Pro Se Plaintiff:
Plaintiff

Address: 60 E. Van Buren St., 12th Floor

City/State/Zip: Chicago, Illinois 60605

Telephone: 312-742-8500

This order is the command of the Circuit Court and
violation thereof is subject to the penalty of law.

Jesse Pitchford
JESSE PITCHFORD, DEFENDANT

ENTERED:

Dated: _____

Judge

Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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