

**CHA CONTRACT NO. 12270**

**AGREEMENT FOR THE ADMINISTRATION AND  
OPERATION OF  
THE CHICAGO HOUSING CHOICE VOUCHER PROGRAMS  
BETWEEN  
CVR ASSOCIATES, INC.  
AND  
THE CHICAGO HOUSING AUTHORITY**

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## **EXHIBITS**

- A. Illinois Equal Opportunity Clause**
- B. Section 3 Utilization Plan**
- C. MBE/WBE/DBE Utilization Plan**
- D. General Conditions for Non-Construction Contracts (HUD Form 5370-C (10/2006)**
- E. Contractor's Affidavit Signed Certifications, Representations of Offerors Non-Construction (HUD Form 5369C) and Equal Opportunity Compliance**

**AGREEMENT**

**THIS AGREEMENT FOR THE ADMINISTRATION AND OPERATION OF THE CHICAGO HOUSING CHOICE VOUCHER PROGRAMS** (hereinafter, "Agreement") is made as of 1st day of October, 2018 (the "Effective Date") by and between the **CHICAGO HOUSING AUTHORITY** (hereinafter, the "CHA"), a municipal corporation organized under the Illinois Housing Authority Act, 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois 60605, and **CVR ASSOCIATES, INC.** (hereinafter the "Contractor"), a Florida corporation authorized to do business in the State of Illinois with offices located at 2309 South MacDill Avenue, Suite 200, Tampa, FL. 33629.

**RECITALS**

**WHEREAS**, the CHA is engaged in the development, operation and subsidization of 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"), the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances;

**WHEREAS**, the CHA requires certain work, duties, services, and responsibilities as set forth in Article 3 of the Agreement (collectively the "Contractor's Services") in connection with the administration and operation of the CHA's Section 8 Programs (defined below), including the CHA's Housing Choice Voucher (HCV) program;

**WHEREAS**, the CHA released Request for Proposals Event No. 2337 (2017) for HCV Program Administration (the "RFP") on or about September 29, 2017, to procure and retain the services of an independent contractor to administer the CHA's Section 8 Programs and perform the Contractor's Services;

**WHEREAS**, the Contractor submitted a timely proposal in response to the RFP and desires to be retained by the CHA to administer portions of the Section 8 Programs and perform the Contractor's Services as set forth in Article 3;

**WHEREAS**, the Contractor has represented to the CHA that it is ready, willing and able and has the knowledge, skill, experience and other resources necessary to perform the Contractor's Services in the manner herein provided and under all the terms and conditions hereof and desires to enter into this Agreement with the CHA; and

**WHEREAS**, the CHA has materially relied on the representations made in the Contractor's proposal and desires to enter into this Agreement with the Contractor to perform the Contractor's Services as set forth in Article 3.

**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 AND DEFINITIONS**

### **SECTION 1.01 INCORPORATION OF RECITALS**

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

### **Section 1.02 DEFINITIONS**

Words and phrases shall be defined according to their ordinary usage and meaning except as otherwise specifically defined in this Section or elsewhere in the Agreement. The definitions in this Section shall apply throughout the Agreement, unless specifically provided otherwise:

“50058 Forms” shall mean that 50058 Forms are transmitted electronically to HUD for completed transactions.

“ACC” shall mean the Annual Contributions Contracts between the CHA and HUD under the United States Housing Act of 1937 (42 U.S.C. § 1437 *et seq.*), pursuant to which HUD provides funding to the CHA for the administration of the CHA’s Section 8 Programs.

“ADA Section 504 Program” shall mean the CHA program to effectuate section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which aims to prevent otherwise qualified individuals with disabilities in the United States from being excluded, solely by reason of his or her disability, from the participation in, being denied the benefits of, or being subjected to discrimination under any program or activity receiving Federal financial assistance from HUD (24 C.F.R. Part 8).

“Agreement” shall have the meaning set forth in the preamble and shall include all exhibits attached hereto which are hereby incorporated by reference.

“CEO” shall mean the CHA’s Chief Executive Officer, or his/her designee.

“CHA” shall mean the Chicago Housing Authority.

“CHA Administrative Plan” shall mean the administrative plan that describes the CHA’s policies for administering the Section 8 Programs and includes the CHA’s policies on matters for which the CHA has discretion to establish local policies that may vary from HUD regulations and requirements as authorized under the MTW Agreement.

“CHA Advisory” shall mean written instructions provided to the Contractor by the Deputy Chief Housing Office of the Housing Choice Voucher Program or her/his designee.

“CHA Documents” shall mean all documents of any type, including but not limited to writings, drawings, graphs, charts, photographs, logs, notes, contracts, rules, policies, manuals, training materials, presentations, receipts, purchase orders, electronic communications, time sheets, findings, reports, tenant/voucher holder records or other records, studies, other data compilations, and raw or un-compiled data from which information can be obtained, provided to the Contractor or prepared by or assembled by the Contractor (including but not limited to all Deliverables as hereinafter defined) pursuant to and in performance of the Agreement between the CHA and the Contractor, but shall not include any Contractor Materials.

“HCV Procedure Guide” shall mean the written documentation of process related to performing functions of Housing Choice Voucher Program administration subject to update and revision from time to time.

“CHA Intellectual Property” shall mean patent rights, copyrights, trade secret rights, *sui generis* database rights, and all other intellectual property rights of the CHA anywhere in the world.

“CHA Personal Property” shall mean all tangible personal property, including but not limited to materials, equipment, furniture, ITS equipment, including but not limited to computers, scanners and other computer related hardware, supplied by the CHA to the Contractor on or before the Effective Date of the Agreement, or otherwise provided to the Contractor by the CHA before or after the Effective Date of the Agreement.

“CHA Plan Forward: Communities That Work” (formerly known as Plan for Transformation) shall mean the CHA’s revised business, policy and organizational initiatives to transform public and assisted housing in Chicago.

“Claims” shall mean all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including attorney’s fees) and 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 in connection with or arising directly or indirectly out of the Contractor’s performance of the Agreement and/or the acts and omissions of the Contractor, its subcontractors or their respective officers, officials, agents, and employees (including but not limited to the enforcement of Section 8.02).

“Confidential Information” shall mean all information relating to the Contractor’s Services for the administration and operation of the CHA’s Section 8 Programs and all Deliverables, Work Product, CHA Documents, financial data or internal budget information related specifically to the business operations of the CHA or the Section 8 Programs that are prepared or assembled by the Contractor or provided to or encountered by the Contractor pursuant to the Agreement, but shall not include any Contractor Materials.

“Contractor” shall have the meaning set forth in the recitals of this Agreement.

“Contractor’s Affidavit” shall mean the Contractor’s Affidavit, along with the signed Certifications and Representations of Offerors Non-Construction (HUD Form 5369C) and Equal Opportunity Compliance Certificate.

“Contractor Confidential Information” shall mean any internal financial data or internal budget information related specifically to the business operations of the Contractor, including but not limited to proprietary financial information and personnel information, which the Contractor has clearly marked or indicated to the CHA is confidential or would reasonably be understood to be confidential information, as well as Contractor Materials.

“Contractor’s Intellectual Property” shall mean all patent rights, copyrights, trade secret rights, and all other intellectual property rights of Contractor anywhere in the world.

“Contractor Materials” shall have the meaning set forth in Section 5.06.

“Contractor’s Services” shall have the meaning set forth in the recitals of this Agreement.

“Contracting Officer” shall mean the CHA’s CEO or his/her designee.

“Copyright Act” shall mean the United States Copyright Act, 17 U.S.C. §101 et seq.

“Corrective Action Plan (or CAP)” shall mean an official request from CHA to take specific actions to improve performance and attain specified goals.

“Customer Service Call Center” shall mean the operational full-service customer service call center which responds to questions from applicants, families, owners, and the general public.

“Deliverables” shall mean (i) reports to HUD and the CHA in accordance with the requirements of the Agreement or as otherwise required by HUD or the CHA and (ii) all work materials, devices, documents, data, studies, reports, submittals, plans, findings or information in any form prepared or assembled in either hard copy or on diskette in connection with the Contractor’s Services as set forth in Article 3.

“Director” shall mean CHA’s Director of the CHA’s HCV Programs.

“Effective Date” shall mean October 1, 2018 for the general operations of Housing Choice Voucher Programs.

“EIV” shall mean enterprise income verification.

“Event of Default” shall mean any of the following occurrences, taken separately or together:

- A. any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to HUD or the CHA,
- B. failure to achieve SEMAP “Standard Performer” status for the Contractor’s Services as set forth in Section 4.04;
- C. following notice from CHA and a reasonable opportunity to cure, failure to perform the Contractor’s Services in a manner satisfactory to the CHA, or inability to perform the Contractor’s Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- D. failure to operate the Housing Choice Voucher Programs without fraud, mismanagement, or material waste;
- E. following notice from CHA and a reasonable opportunity to cure, failure to provide cooperation to the CHA or the CHA’s other Housing Choice Voucher Program contractor with respect to the timely and efficient and overall administration and operation of the Housing Choice Voucher Programs in accordance with Section 10.10;
- F. discontinuance of any aspect of the Contractor’s Services by the Contractor for reasons or circumstances not beyond the Contractor’s reasonable control;
- G. following notice from CHA and a reasonable opportunity to cure, failure to comply with any term of the Agreement or perform any obligation under the Agreement, including but not limited to the provisions concerning Deliverables, insurance requirements, compliance with all laws, including but not limited to nondiscrimination, HUD regulations, and governmental orders;
- H. any change in majority ownership or majority control of the Contractor without the prior approval of the CHA’s CEO, which shall not be unreasonably withheld;
- I. the Contractor’s default under any other agreement it may presently have or may enter into with the CHA during the term of the Agreement (in the case of an Event of Default under this Agreement, the CHA may also declare a default under any such other agreements);
- J. the breach of the representations and warranties made by the Contractor in Section 9.01.M or Section 9.01 N;
- K. the failure to achieve in the time allotted the goals of a CAP;



L. a pattern of unreasonably delaying program enforcement activities against ineligible program participants; or

M. a pattern of maintaining otherwise ineligible participants on the program for the purposes of earning fees.

“Excellent Customer Service” shall mean the ability to consistently meet or exceed participant, owners, and CHA partner’s expectations.

“Executive Log” shall mean the system for tracking constituent issues presented to the CHA from HUD, elected officials, City of Chicago departments and CHA Executive Staff, the party assigned to respond to such issues and the resolution thereof.

“Family Unification Program” or “FUP” shall mean the HUD program to make specific vouchers available to families for whom the lack of adequate housing is a primary factor in the separation, or threat of imminent separation, of children from their families or in the prevention of reunifying the children with their families. Family unification vouchers enable these families to lease or purchase decent, safe and sanitary housing that is affordable in the private housing market.

“FileNet” shall mean FileNet Enterprise Content Manager produced by IBM which is the CHA’s enterprise content and document image management system and any subsequent document management system designed to replace it.

“FOIA” shall mean the Freedom of Information Act

“GAAP” shall mean generally accepted accounting principles.

“General Conditions” shall mean HUD’s General Conditions for Non-Construction Contracts (HUD form 5370-C (10/2006)).

“HAP” shall mean Housing Assistance Payments.

“HCV” shall mean Section 8 Housing Choice Voucher(s).

“HCV Program” shall mean the Section 8 Housing Choice Voucher Program under 24 C.F.R. Part 982.

“Housing Choice Voucher Program(s)” shall mean the CHA’s (i) HCV Program, (ii) Project-Based Voucher Program and (iii) Moderate Rehabilitation Program, including the special admissions management program which may include targeted funded vouchers or other tenant-based assistance as specified in Article 3 or otherwise.

“HQS” shall mean the housing quality standards as set forth in HUD’s regulations at 24 C.F.R. § 982.401 and consist of performance requirements and acceptability criteria or HUD approved variations in the acceptability criteria. Performance and acceptability criteria are set forth for these key aspects of housing quality: (i) sanitary facilities; (ii) food preparation and refuse disposal; (iii) space and security; (iv) thermal environment; (v) illumination and electricity; (vi) structure and materials; (vii) interior air quality; (viii) water supply; (ix) lead-based paint; (x) access; (xi) site and neighborhood; (xii) sanitary condition; and (xiii) smoke detectors. All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

“HQS Inspection” shall mean inspections of housing quality standards pursuant to 24 C.F.R. § 982.405). A public housing authority must inspect the unit leased to a family prior to the initial term of the lease, at least annually during assisted occupancy, and at other times as needed, to determine if the unit meets the HQS. A public housing authority must conduct supervisory quality

control HQS Inspections, consider complaints and any other information brought to the attention of the public housing authority and notify the owner of defects shown by the inspection.

"HUD" shall have the meaning set forth in the recitals of this Agreement.

"HUD Procurement Handbook" shall mean the HUD Procurement Handbook 7460.8 REV 2 (24 C.F.R. § 85.36).

"IMS" shall mean the Public & Indian Housing's Inventory Management System.

"IMS-PIC" shall mean HUD's terminology for the Public & Indian Housing Information Center (PIC) and IMS systems. IMS-PIC is responsible for maintaining and gathering data about all of Public & Indian Housing's inventories. During the transition period from PIC to IMS, HUD is the terminology IMS-PIC to refer to the evolving system.

"Interim" or "Interim Re-Examination" shall mean a Re-Examination that occurs at any time other than the normally scheduled Re-examination.

"Inspection Excellence Program" or "IEP" shall mean incentive program for owners to pass two consecutive inspections on the first attempt.

"IPI" shall mean the Improving Property Initiative.

"ITS" shall mean information technology systems.

"Key Personnel" shall mean, for purposes of performance under this contract, the Contractor's deputy program director and his or her direct reports; including direct reports that are employees, contractors, or consultants.

"Mainstream Program" shall mean the commitment of funds under Section 811 of the Cranston-Gonzalez National Affordable Housing Act of 1992 to provide tenant-based rental assistance to persons with disabilities.

"MBE/WBE/DBE" shall mean the CHA's Minority and Women and Disadvantaged Business Enterprise.

"Mixed Income Portfolio" shall mean developments that are typically structured as 1/3 reserved CHA leaseholders, 1/3 affordably priced; 1/3 market rate, and also includes the administration of Project Based Vouchers and the Moderate Rehabilitation Programs.

"Moderate Rehabilitation Program" shall mean the Moderate Rehabilitation Program under 24 C.F.R. Part 882 or the Single Room Occupancy Moderate Rehabilitation Program where rental assistance is limited to properties previously rehabilitated pursuant to a HAP contract between an owner and a public housing authority.

"Money Follows the Person - Deinstitutionalization Program" shall mean HUD's Money Follows the Person Rebalancing Initiative where specific voucher commitments are made that will assist in the deinstitutionalization of inappropriately institutionalized persons.

"MTW Agreement" means the Amended and Restated Moving to Work (MTW) Demonstration Agreement entered into on June 26, 2008 by and between HUD and the CHA.

"MTW Program" shall mean the Moving to Work (MTW) Demonstration Program pursuant to Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134). The MTW Program is a demonstration program for public housing authorities that provides them the opportunity to design and test innovative, locally-designed strategies that use federal dollars more efficiently, help residents find employment and become self-sufficient, and

increase housing choices for low-income families. The MTW Program gives public housing authorities exemptions from many existing public housing and voucher rules and more flexibility with how they use their federal funds. Under the MTW Program, public housing authorities are expected to use the opportunities presented by the MTW Program to inform HUD about ways to better address local community needs.

“Non-Elderly Disabled Program” shall mean the HUD program where HUD provides Section 8 rental vouchers to public housing authorities that have approved plans to designate certain housing as elderly-only, disabled-only, or mixed elderly and disabled households to enable persons with disabilities to rent affordable housing. This program offers assistance by allocating Section 8 vouchers to the public housing authorities for use by affected non-elderly, disabled families. Non-elderly, disabled households who live in public housing that has been designated for occupancy by the elderly only or disabled families who are on a public housing authority’s waiting list may receive a rental voucher in conjunction with a designated housing allocation plan approved by HUD.

“Notice of Default” shall mean a written notice of default delivered to the Contractor by the CHA after an Event of Default has occurred.

“Office of the General Counsel” shall mean the legal department of the CHA.

“Owner Services” shall mean the Service Area responsible for providing excellent customer service as well as timely and consistent program information to landlords and owners.

“Project-Based Voucher and Moderate Rehabilitation Services” shall mean the Contractor’s Services as set forth in Section 3.06.

“Project-Based Voucher Program” shall mean the Project-Based Voucher Program under 24 C.F.R. Part 983.

“PUC” shall mean the Contractor’s per unit cost.

“Quality Assurance” shall mean the overall activity of defining a strategic approach to maintaining a required, predetermined level of quality. This approach includes systematically upholding all quality standards and corresponding tasks to enforce those standards. The quality standards cover all aspects of operational performance encompassing Quality Control.

“Quality Control” shall mean the standards and the set of tasks executed, to maintain and measure performance against the required operational standards of performance. Examples include compliance with HUD regulations, customer satisfaction, workload measurement, SEMAP evaluations and response to customer inquiries. Quality Control is a normal operational activity exercised by an organization over its own performance. The Quality Control process shall include, but not be limited to: (i) observing and quantifying actual performance; (ii) comparing actual performance to established standards and controls as set forth in the Agreement; and (iii) taking appropriate action to ensure that Contractor’s performance is in conformance with identified controls and meets or exceeds the specific performance standards and SEMAP goals.

“RTA” shall mean Request for Tenancy Approval.

“RFP” shall have the meaning set forth in the recitals of this Agreement.

“Reasonable Accommodation” shall mean a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space.

“Regional Office Administration” shall mean the Contractor’s Services as set forth in Section 3.02.

“Regional Offices” shall mean the three (3) CHA HCV Section 8 offices, which include the (Central, West and South offices). Section 8 Program activities stemming from the Central and South offices are part of the Contractor’s Services.

“SEMAP” means the Section 8 Management Assessment Program (24 C.F.R. Part 985).

“UML” shall mean unit months leased.

“VASH Program” shall mean the HUD-Veterans Affairs Supported Housing voucher program as authorized under section 8(o)(19) of the United States Housing Act of 1937. The VASH Program combines HUD HCV rental assistance for homeless veterans with case management and clinical services provided by the Veterans Affairs at its medical centers and in the community.

“Victim Assistance Program” shall mean vouchers that have been authorized by the CHA for families that are victims of crimes in other CHA programs.

“VMS” shall mean the HUD Voucher Management System.

“Waiting List and Admissions Services” shall mean the Service Area responsible for program utilization, management of the waiting list, and the portability liaison.

“Withdrawn Services” shall mean those services the CHA has withdrawn from the Contractor’s Services pursuant to Section 9.03.C.

“Witness Protection Program” shall mean vouchers that have been authorized by the CHA for families that are referred by the State Attorney’s Office as part of the Federal Witness Protection Program.

“Work Product” shall mean all Deliverables in any form, including but not limited to work papers, reports, spreadsheets, data, databases, documentation, general instructional or training materials, instructional or training materials for installation, operation, repair or maintenance, manuals, drawings, photographs, film and all negatives, software, tapes and the masters thereof, prototypes, and other materials, or other work product generated and assembled either in hard copy or on diskette pursuant to the Contractor’s Services.

“Yardi” shall mean Yardi Voyager PHA (Public Housing Authority) which is a business processing system for public housing authorities.

## **ARTICLE 2. TERM OF AGREEMENT**

### **Section 2.01 Term of Agreement**

On the Effective Date, this Agreement shall commence for an initial base term of three (3) years through September 30, 2021 (hereinafter, the “Base Term”), unless the Agreement is terminated in accordance with its terms, whichever occurs first.

### **Section 2.02 Contractor Extension Options**

The CHA, at its sole discretion, may extend this Agreement for two (2) additional 1-year option periods, subject to approval of the CHA’s Board of Commissioners, if required. Any extension shall be under the same terms and conditions as this original Agreement, except to the extent of any pricing or term adjustments applicable to an option exercise, and shall be effected by written notice to the Contractor, unless otherwise agreed to by the parties. The Agreement shall be

modified to reflect the time extension and such other agreed upon terms in accordance with the provisions of Section 11.03 of this Agreement.

### **ARTICLE 3. CONTRACTOR'S RESPONSIBILITIES**

#### **3.01 STATEMENT OF WORK**

The HCV Program has been organized into Administration Components (listed below) in order to provide consistent communication, an adequate separation of duties and higher quality of services across the program. CHA requires that all participants and owners are provided with outstanding and professional service, as well as, courteous and timely response to problems or questions regarding program rules. Collaboration among Administration Components teams is essential for the successful administration of the HCV Program.

- A. Regional Office Administration**
  - i. Central Regional Office
  - ii. South Regional Office
  - iii. West Regional Office Administration
- B. Wait List and New Admissions**
- C. Owner Services**
- D. Communications, Workshops, and Events**
- E. Inspection Services**
- F. HCV Customer Call Center**

The CHA hereby retains the Contractor to perform the Contractor's Services for the following administrative components of CHA's HCV Programs for which Contractor shall have full responsibility:

- A. Owner Services**
- B. Communications, Workshops, and Events**

The Contractor shall only be responsible for those administrative components listed immediately above. The scope of the Contractor's Services may be amended from time to time by written agreement of the parties, in accordance with Section 10.03. The Contractor hereby acknowledges that neither this Agreement nor the performance of any of the Contractor's Services creates any employer-employee relationship between the CHA and the Contractor, any of the Contractor's employees, any subcontractors or any subcontractors' employees.

CHA retains certain Administration Components of the overall program that include but are not limited to:

- 1. Strategic Leadership:** CHA will provide the vision and direction for the growth and success of CHA Programs. The Contractor shall provide, on an as needed-basis, data and statistical analysis services, input on the planning and implementation of policies and programs.
- 2. Legal Services:** CHA will provide hearing officers for all hearings requested by a participant and the presentation of cases at informal hearings on criminal and fraud

matters. CHA shall also provide legal defense to challenges to the legality of the policies and/or procedures of the HCV Program as well as challenges by participants of any kind and all informal hearing decisions.

3. **Performance Management:** CHA will monitor and report on contract and program compliance to ensure that performance is consistent across Administration Components.
4. **Special Counseling Programs:** CHA's Resident Services Department will oversee counseling aspects of Family Self-Sufficiency; Homeownership and Mobility programs. As such, the Contractor will interface on an as-needed basis as it pertains to participants in these programs.

#### **A. Existing Management Information Systems**

##### **1. Introduction**

CHA has implemented a variety of technology solutions to meet the needs of its business users. Currently, CHA uses formal software systems to manage and track its clients. These systems are complemented by business use of office applications (e.g., Microsoft Access databases and Excel spreadsheets) to manage and track data that may not be captured in core systems.

##### **2. System Architecture**

CHA espouses a standardized technology environment that emphasizes the strategic use of technology and provides for appropriate access to the use its data. **CHA requires that any new technology proposed by the Contractor meets compatibility with existing environments, adheres to CHA standards and policies, and maximizes the use of existing technology platforms and systems.** CHA's existing technology environment is characterized by the following:

##### **i. Business Application Standards**

- a) Database: SQL Server 2008 R2, 2012 and 2016
- b) Web Application Server: IIS 7.5, SharePoint 2010
- c) Operation Systems: Windows 2008 R2, Windows 2010 R2 and Windows 2016, VMWare

##### **ii. Network Infrastructure**

- a) Network Backbone: 10GB at 60 East Van Buren and 1GB at CHA Remote Locations
- b) The OC3 PRI will soon be replaced with SIP Trunking
- c) AT&T Switched Ethernet communications between buildings
- d) QCisco Nexus OS, IOS-X and IOS
- c) TCP/IP

##### **iii. Cable Infrastructure – Category 5E, 6 and Multi-Mode Fiber**

- a) File and Print Services- Windows 2008 R2
- b) Application Servers- HP DL380 Gx Servers
- c) E-mail Server- Office 365

##### **iv. Desktop Environment**

- a) Desktop Machines (Minimum Configuration): Dell OptiPlex 7020 8GB, 256GB hard drive
- b) Business Software Suite: Microsoft Office 2013 & 2016

- c) Browser: Microsoft Internet Explorer 11
- d) E-mail Client: Microsoft Outlook 2013 & 2016

v. **Laptop**

- a) Dell Latitude E74XX, 16.0GB

3. **System Information**

The charts below summarize information for CHA's System(s) to provide the Contactor with an understanding of how technology systems are utilized throughout the CHA. This section includes a brief summary of each relevant CHA technology system used in the HCV Program.

i. **Yardi**

System Name	
Current Version	Voyager 6.0 (Expected implementation of 7S by October 2018)
Primary Purpose	Browser-based client and property management system that serves as the core application for the Housing Choice Voucher, Public Housing and Project-Based leased housing. The system serves as the central repository of housing unit and resident data and interfaces with several client-related applications, including iFile, GoSection8, Yardi Resident Screening, Salesforce.com and HOP/RMTS.
Year Implemented	2005
Estimated Number of Users	600

ii. **IFile**

System Name	IFile
Current Version	SharePoint 2010, KnowledgeLake Imaging 4.x, KnowledgeLake Capture 4.10.0, KnowledgeLake Connect 5.2.3, KnowledgeLake Unify 1.3
Primary Purpose	<p><b>SharePoint (2010)</b> A secure collaboration platform to store, organize, share, and access information</p> <p><b>KnowledgeLake Imaging (4x)</b> KL application installed on SharePoint. It is integrated with KL Capture Server/Capture/Connect and provides support for content type behaviors for lookups to support auto-indexing as well as other configurations.</p> <p><b>KnowledgeLake Capture (4.10.0)</b> Provides users a way to scan index and release documents into SharePoint. Used for ingesting paper documents, document separation and the ability to interpret barcodes (unlike KL Connect). Capture has the ability to auto-index based on lookups configured in content type behaviors in KL imaging.</p> <p><b>KnowledgeLake Connect (5.2.3)</b> Desktop tool that provides users with a one-stop shop in order to index release and search for documents in SharePoint. It is designed to work primarily with electronic documents (including Office integration) but has some support for scanned content as well. It is deployed in scenarios where volume of documents to be processed is less and processing needs are one document at a time.</p> <p><b>KnowledgeLake Unify (1.3)</b> Surfaces SharePoint content to business applications to enable users to search, reference and store documents in SharePoint without leaving familiar business applications.</p>
Year Implemented	2015
Estimated Number of Users	600

iii. **SalesForce**

System Name	Salesforce.com
Primary Purpose	This hosted solution is used is used for two purposes:

	1-In the Housing Choice Voucher program, the system tracks call center interactions, records case notes and facilitates customer service through escalation protocol and other event tracking mechanisms. 2-In Resident Services, the system is used as a case management system by service providers to track client progress toward goals.
Year Implemented	2004
Estimated Number of Users	325

**iv. Cisco IVR**

System Name	Cisco Unified Contact Center Express
Current Version	5.0
Primary Purpose	Customer interaction management solution. This Interactive Voice Response [“IVR”] system is used to provide a call center interface for HCV Program stakeholders (e.g., owners, participants, etc.) The IVR integrates with Yardi and Salesforce.com.
Year Implemented	2006
Estimated Number of Users	65

**v. Microsoft SharePoint**

System Name	Microsoft SharePoint
Current Version	2010
Primary Purpose	SharePoint is a set of tools, services, and development environment by Microsoft for online productivity. SharePoint can be used for many purposes such as web based collaboration, application development, internet and intranet sites. HCV currently uses SharePoint to manage some operational functions (including tracking transfers, monitoring audits, etc.)
Year Implemented	2009
Estimated Number of Users	850

In addition to these various technology systems, current Contractors (HCV Program Administrators) have developed their own tracking systems (Contractor Materials) to manage their portfolios in order to ensure the highest level of customer service:

- i. **Owner Portal:** – Online solution that connects owners to the HCV Program with secure access 24/7, providing self-serve access to view/print/and export remittances or inspection letters, update property listings, and receive HCV Program updates.
- ii. **Owner Symposium Website:** Website that provides information on CHA Annual Owner Symposium.
- iii. **Participant Portal:** Online solution that connects participants to the HCV Program with secure access 24/7, providing the ability to request interims, to view their status on the program and receive HCV Program updates.

CHA expects the Contractor continue to use these technologies (or their enhanced versions).

**B. Contractor Software and Computer Systems Requirements**

The Contractor shall participate in any modification or enhancement to the capabilities of the CHA’s systems, including without limitation, definition and/or clarification of system requirements, participation in design, configuration, test script and scenario development, report definition, specification and testing. The Contractor shall also utilize any new software the CHA leases, develops or otherwise implements for use with the CHA’s systems. Prior to the use of any



software or computer systems other than the software and computer systems set forth above or in Article 3, including but not limited to software or computer systems related to spreadsheet tracking tools or access databases hosted or otherwise, the Contractor shall obtain prior written approval of the CHA.

## **Section 3.02 SCOPE OF SERVICES**

The Contractor shall be required to work collaboratively and in a timely manner to ensure that all communications and transactions between the consolidated Administration Components awarded herein are well managed for the benefit of the HCV participants, owners and the CHA.

### **A. OWNER SERVICES**

The HCV Program serves participants and owners across three (3) Regional Offices geographically organized by zip codes. The Owner Services Administration team serves owners from the Central Regional Office. The Contractor shall perform the Owner Services Administration in accordance with HUD regulations, CHA's Administrative Plan, Procedure Guide, and CHA policies.

Below are some descriptions of Contractor's responsibilities pertaining to the CHA's Administrative Plan and Procedure Guide, but are not limited to:

1. Resolve owner's concerns or inquires in collaboration with all other Administration Component teams regardless of which Regional Office may be serving the participant in the owner's property.
2. Diversify owner base to expand housing choice for participants through owner outreach.
3. Operate Owner Business Center:
  - i. Located in downtown Chicago at the CHA Corporate Office and equipped with computers, printers and fax.
  - ii. Address any questions or concerns related to the owner's portfolio.
  - iii. Review and investigate internal and external non-compliance allegations and ensure implementation of applicable actions.
4. Ensure Owner Compliance
  - i. Verify proof of ownership.
  - ii. Verify most recent taxes were paid.
  - iii. Verify no familial relationship exists between the owner and any member of the participant household.
  - iv. Verify owners are not on the Do Not Lease List.
  - v. Conduct Criminal Background Checks.
5. Maintain Owner Account highlighted
  - i. Process mandatory direct deposit enrollment.
    - a. In collaboration with HCV Regional Office Administration teams, place/remove approved holds on HAP as it relates to Owner accounts.
  - ii. Receive liens citations and judgments and take appropriate action.
  - iii. Ensure that IRS tax liens are withheld from owners and paid to the IRS timely.
  - iv. Process change of ownership and change of management.

- v. Maintain accurate owner accounts.
  - vi. In conjunction with CHA Legal and HCV Finance Departments and appropriate Regional Office, place liens on properties for owners that default on repayments to CHA.
6. Administer Inspection Excellence Program and Owner Suspension Guidelines
- i. Coordinate with Inspections Department to ensure all units are appropriately added and removed from the program.
  - ii. Ensure that owners are added and removed appropriately from the Owner Suspension List.

## **B. COMMUNICATIONS, WORKSHOPS AND EVENTS**

The HCV Marketing and Events Management team is located at the Central Regional Office. The Contractor shall perform HCV Marketing and Events Management activities in with HUD regulations, CHA's Administrative Plan, Procedure Guide, and CHA policies.

Below are some descriptions of Contractor's responsibilities pertaining to the CHA's Administrative Plan and Procedure Guide, but are not limited to:

- 1. Manage Internal and External Communications
  - i. Advertising, web and graphic design (including any web systems/sites)
- 2. Manage Special Events and Other Program Education Initiatives
  - i. Oversee promotion and development of all HCV events, including internal and external communication efforts.
  - ii. Develop project plans.
  - iii. Lead cross-functional teams to create high-quality marketing materials, workshops and trainings.
  - iv. Ensure timely delivery of marketing materials.
  - v. Develop HCV related videos as needed.

## **C. ADDITIONAL OVERALL CONTRACTOR RESPONSIBILITIES**

The Contractor must comply with the following general program administration requirements:

- 1. **Transition:** The Contractor shall begin on-site transition activities no later than 60 days prior to commencement of the Scope of Work. Transition activities must be carried out in accordance with the Transition Plans approved by the CHA.
- 2. **Provide outstanding Level of Customer Service** through the transparent and respectful interactions of a diverse workforce with a high level of integrity:
  - A. Implement the following Customer Service components into business practice:
    - i. **Accountability:** Maintain strict HR Policies, ensuring contract compliance, prompt implementation of CHA directives; collaboration across work teams and Administration Components and communication (lateral, vertical, internal and external);
    - ii. **Timeliness:** Provide prompt response times (meet deadlines), maintain punctuality, present progress reports and manage priorities and deliverables effectively;

- iii. **Internal Controls:** Document and maintain clear processes, procedures and systems;
  - iv. **Organization Standards:** Maintain well organized filing, labeling and documentation.
  - v. **Professionalism:** Provide respectful interactions that include, but are not limited to, verbal and written communications, appropriate work attire and provide superior deliverables;
  - vi. **Recruitment and Retention of Personnel:** Staff, train and retain outstanding employees; and
  - vii. **Collaboration:** Participate in pilots of new services, business processes or technologies and cooperate with internal and external partners.
- B. Provide bilingual services to CHA clients with Limited English Proficiency (“LEP”);
  - C. Monitor internal customer service through online evaluations
  - D. Perform random audits of owner files in CHA’s System(s) to ensure proper implementation of CHA’s policies, advisories and HUD PIH-Notices
  - E. Ensure that all documents are retained in CHA’s electronic filing System(s)
  - F. Ensure timely response to internal and external customers.
3. **Ensure seamless and courteous services** to internal and external customers:
- A. Immediately report to CHA any personnel or technical incidents related to Regional Offices and/or the inadequate/unsatisfactory or fraudulent behavior of Contractor’s personnel;
  - B. Ensure all correspondence related to Owner Component(s) is properly scanned and indexed into CHA’s System(s) within forty-eight (48) hours of receipt or issuance;
  - C. Pull data directly from CHA’s System(s) to monitor compliance and determine appropriate corrective actions; and
  - D. Regularly share data, progress reports and maintain open lines of communication with all other Administration Component teams to ensure program compliance.
4. **Quality Control:** The Contractor shall ensure Quality Control of the CHA’s HCV owner files. The Contractor must conduct a full Quality Control review on its owner portfolio in a manner consistent with its approved quality control plan. The sample size will be conducted via a random sample or other appropriate risk-based approach to selecting files. The CHA Quality Control team also performs random sample review of files each month and agrees to perform such quality assurance review using reasonable sample sizes. The summary of the file reviews and findings will be provided to the Contractor in an electronic format. The Contractor shall take all actions necessary to correct the cited deficiencies prior to effective date of transaction if feasible and report back to the CHA within thirty (30) days. Repeated incidents of failed items indicating erroneous processes or understanding of the HCV Program operations may result in the CHA issuance or a request from the contractor a Corrective Action Plan to address the repeated failures.
5. **Owner File Quality Assurance:** The Contractor shall ensure Quality Assurance of the CHA’s HCV owner files. The Contractor shall review the following documents: (i) proof of ownership, (ii) Taxes, (iii) certification of Good Standing (LLC/Corp), (iv) W-9, (v) property

owner certification form, (vi) Management Authorization, (vii) change of Ownership (viii) change of Management, (ix) Release of Information, (x) do not lease list (xi) SAM (sam.gov), (ix) other items as may be appropriate. To the extent necessary, the Contractor shall take appropriate action to correct or remedy any discrepancies discovered in any of the foregoing, regardless of when the error occurred. **HAP Payment/Check Review and Approval:** The CHA's Housing Choice Program currently conducts bi-monthly processing of HAP. The Contractor shall review all transactions (ii) where property ownership has changed, that the proper owner has been paid; (iii) HAP register to ensure that no unauthorized or inaccurate HAP transactions are paid, (iv) manual adjustments to be paid to owners to ensure that they are accurate, (v) payments exceeding three (3) months of HAP for a single participant and (vi) payments exceeding three thousand (\$3,000) of HAP for a single participant.

6. **Cases Assigned for Follow-up and Resolution:** The Contractor shall make customer relations a high priority. All three major customer groups (participants, owners and community) must feel that the CHA is responsive to their concerns and that satisfactory action is being taken to resolve problems. The Customer Service Call Center responds to questions from applicants, families and owners and if the operator cannot resolve the concern (i) the call is transferred to the appropriate department or (ii) a "case" is created in Salesforce.com where additional information must be gathered, or further action must be taken to resolve the caller's issue. The case is then assigned to the appropriate Regional Office for resolution.

The Contractor shall respond to and provide resolution to assigned cases within the designated time frames referenced on each case or the established CHA's Service Level Agreement. Cases include, but are not limited to, (i) ICPV Cases (SharePoint), (ii) Salesforce Cases, (iii) Other SharePoint Cases. The Contractor shall provide dedicated staff and within 3 business days from receipt of the case, review open cases and provide resolution strategy and provide on-going case review and resolution within the above established timelines.

7. **CHA Executive Issues:** The HCV Program maintains an on-line system of logging, tracking and reporting on FOIA requests and issues that have been escalated to the CHA Executive Management from local elected officials, HUD, or other senior level stakeholders. The Contractor shall (i) determine the appropriate staffing requirement, (ii) select and train personnel on systems, (iii) review open cases and provide a resolution, (iv) provide on-going case review and a resolution within established timelines and (v) when the resolution requires correspondence, the Contractor shall draft such correspondence for review and approval by the CHA. The Contractor shall make the Executive Log a top priority in administration of any service area and ensure that ninety-nine percent (99%) of the cases are handled within the established timelines and extensions.
8. **Community Meetings and Customer Service:** The Contractor, its employees or subcontractors shall, with the CHA's prior request or approval, (i) attend community meetings which may be scheduled after normal business hours, either at the CHA's direction or when such community meetings will include discussion of matters related to the Contractor's Services and (ii) provide private transportation to and from any community meetings and shall not use any vehicles in the CHA fleet of vehicles for purposes of attending such community meetings. The Contractor shall participate in such community meetings on behalf of, or in conjunction with, the CHA and shall give the CHA prior notification of

requests to attend and give presentations by elected officials and community groups. The Contractor shall maintain the highest of professional standards of customer service with, including but not limited to, members of the public, participants, owners and any other individuals encountered while performing the Contractor's Services.

9. **Foster Partnerships and Expand Education Opportunities.** Foster partnerships and educational opportunities for CHA Clients through community engagement:

- A. Solidify CHA's reputation as a reliable and accessible resource in the community; and
- B. Develop new and beneficial partnerships that engage participants and owners solidifying CHA's presents in the City of Chicago communities.

10. **Program Education and Program Marketing:** The Contractor shall only educate families with literature approved by the CHA. The Contractor shall market and advertise the program only with literature previously approved by the CHA only. The Contractor shall not otherwise market the CHA or the HCV program without prior written approval of the CHA.

11. **Improving Properties Initiative (IPI):** The CHA has partnered with local elected officials, police, and city departments and taken a proactive approach to address property owners and HCV participants to end illegal or other undesirable activities at Chicago properties identified to be a problem where a federal subsidy is utilized. The IPI includes certain committees, forums and other initiatives. The HCV Program holds meetings with aldermen and community residents who have expressed an interest in building a stronger partnership with the CHA and its participants. During these meetings, problem properties are identified and submitted for follow-up and resolution. The residents are informed of HCV Program procedures and obligations of both owners and participants.

The Contractor shall be assigned cases, entered into a centralized repository by the CHA, to perform the necessary activities and documentation to resolve the issue presented. Activities may include (i) written correspondence to participants and owners, (ii) conducting interviews with participants and owners related to program compliance, (iii) conducting further review of family or owner information and (iv) attending community meetings on behalf of and with the CHA.

12. **HCV Program Enforcement:** The Contractor shall be responsible for the enforcement of the HCV Program requirements from non-compliant participants and/or owners. The Contractor shall review and investigate internal and external program violations and non-compliance allegations ensuring implementation of applicable enforcement actions as follow: (i) In cases where the owner is not in compliance, or has violated the HAP Contract, the Contractor will work with the Owner Services group, where necessary, and shall terminate the HAP contract and shall issue a voucher to the family with authorization to move.

13. **File Maintenance:** All files must be maintained in an auditable format at all times. The Contractor must index and electronically store all documents within 48 hours of generating or receiving any program document as long as iFile is functioning properly. The Contractor must establish business processes that enable the viewing and processing of documents electronically in iFile. **At no time shall the Contractor have participant or confidential documents exposed in cubicles, offices or other areas. All documents must be electronically stored or locked in a file cabinet at all times.**

14. **Reports, Report Design and Testing:** For each component of the Services assigned to the

Contractor under the Agreement, the Contractor shall provide monthly (or as otherwise required by the CHA) reports, including but not limited to (i) HUD IMS PIC, (ii) Quality Assurance, (iii) leasing/utilization, (iv) SEMAP, (v) HAP and (vi) other reports as directed by the CHA. The Contractor shall cooperate with the CHA in connection with all reports prepared by the Contractor. The Contractor shall work with the CHA on all report designs.

**15. Support CHA's New Initiatives and Program Development:**

- A. Assist in the development and implementation of MTW and non-MTW policies; and
- B. Assist CHA with the implementation of special initiatives.

**16. Adhere to CHA's branding:** The "Chicago Housing Authority" or any other language that references the Chicago Housing Authority may only be used upon written approval from CHA; which shall not be unreasonably withheld. CHA reserves the right to revoke such approval at any time.

**17. Office Administration:** The CHA currently leases office space, provide computers, telephone equipment as well as telecommunication connectivity for the Regional Office operations. The Contractor shall be responsible to provide all other office related equipment and supplies to facilitate the services, including but not limited to, (i) mail service, (ii) reproduction, projectors, and printing equipment with services, (iii) office supplies, and (iv) office furniture such as office chairs, desks, tables, cabinets, credenzas, and boards in accordance with Section 4.06.

**18. Working Hours:** Contractor shall operate Regional Offices, Customer Service Call Center, and/or any other phone bank from 8:00am to 5:00pm CST every Monday through Friday. Suspend operations to public on observed CHA holidays.

**19. Titles:** To ensure consistent communication and representation in the community at large, the following titles are to be used by the Contractor's management team in connection with performance of CHA functions under this agreement: (i) Deputy Program Director; (ii) Assistant Program Director; (iii) Supervisor; (iv) Manager; (v) Team Leader; or (vi) other titles as approved by the CHA. The following are specifically prohibited: (A) Program Director; (B) Executive Program Director; (C) President; (D) Vice- President; (E) Sr. Vice-President; (F) Executive Vice President; (G) Chief Operating Officer; (H) Chief Housing Officer; or (I) Chief Executive Officer.

**20. Training/Certification:** The Contractor shall ensure that all personnel performing any of the services hereunder are certified within 120 days of their commencement of work by an entity recognized by the Housing Choice Voucher/Public Housing Industry. All personnel performing services hereunder shall hold certification in the area of work that they perform and shall also receive general education and certification regarding the HCV Programs.

**21. Dress Code:** The Contractor shall establish a dress code policy that reflects a professional business environment. Such policy shall be approved by the CHA.

## **ARTICLE 4. COMPENSATION AND PAYMENT**

### **Section 4.01 Compensation**

This Agreement is a fixed rate contract for the operation of each service area or a combination of service areas described in the table below. Each service area may be subject to one (1) or more performance standards, the achievement of which shall affect the Contractor's compensation. The

Contractor shall be compensated for the Contractor's Services performed hereunder pursuant to: (i) the monthly per unit fixed fee cost as set forth in Section 4.03 A (table below); and (ii) any other compensation elements or components based on Section 4.04.

## Section 4.02 Payment

The CHA shall pay compensation to the Contractor for the performance of the Services under and in accordance with this Agreement in the total not-to-exceed amount of Seven Million Seven Hundred Forty-Nine Thousand Five Hundred Seven and 96/100 Dollars (\$7,749,507.96) (hereinafter the "Total Maximum Compensation") for the initial three-year Base Term. The Contractor will be paid monthly in advance based on units under lease on the first of the month for Owner Services, and a monthly fixed fee for Communications, Workshops, and Events services.

CHA will generate a leasing report, based on data from Yardi, on the first of each month and the Contractor will provide an invoice, within the first 10 business days of the month, for compensation based on such unit data and shall work with the CHA's Finance Department to ensure the accuracy and relevance of the data. CHA will make commercially reasonable efforts for review, approval, and payment upon receipt of each invoice submitted for services rendered under this Agreement. 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.

CHA reserves the right to withhold a sufficient amount from the monthly advance payments if CHA believes the Yardi based VMS data will result in an overpayment to the Contractor at the end of every 12 months of the Agreement. At the end of every 12 months of the Agreement, CHA will reconcile the initial units paid with the units reported in VMS and make all final adjustments to compensation based on the final results of this reconciliation. If the reconciliation reflects that the Contractor has been overpaid, such amount that has been overpaid will be withheld from the next advance payment due the Contractor in the event such overpayment is greater than the amount CHA may have withheld in reserve. If at the termination or expiration of the Agreement no further payments are owed to the Contractor, the Contractor shall be obligated to immediately reimburse the CHA for such amounts that have been overpaid in excess of any amount CHA may have withheld in reserve.

## Section 4.03 Per Voucher/Transaction Compensation

### A. Basic Compensation

A	D	E	F
Service Area	Unit of Measure	Base Term Estimated Monthly	Per Unit Cost (PUC)
<b>Owner Services</b> 60 E. Van Buren St. Chicago, IL 60605	Per voucher leased at the 1st of the month	48,732	\$3.38
<b>Communications, Workshops, and Events</b> 60 E. Van Buren St. Chicago, IL 60605	Monthly Fixed	1	\$50,549.95

### B. Cost Savings and Sharing



During the term of the Agreement, if cost savings efficiencies or measures are introduced into the HCV Programs by either the CHA or the Contractor, which will or could reduce the Contractor's cost of performing its required services under the Agreement, the CHA and the Contractor agrees that they will in good faith negotiate a reduction of the Contractor's fees as identified above in Section 4.03.A for the affected Administration Components for the remaining term of the Agreement and for the available option terms set forth in Section 2.02, subject to the following conditions:

1. For any cost savings efficiencies or measures that are demonstrably originated and implemented by the Contractor, the Contractor shall, as an incentive, be entitled to a percentage of the total realized cost savings resulting from the negotiated fee reduction(s) for the remainder of the term of the Agreement as follows:
  - i. 50% of the realized cost savings for the remainder of the term of the Agreement if such cost savings efficiencies or measures are implemented in the first year of the Agreement;
  - ii. 30% of the realized cost savings for the remainder of the term of the Agreement if such cost savings efficiencies or measures are implemented in the second year of the Agreement;
  - iii. 50% of the realized cost savings for the remainder of the term of the Agreement if such cost savings efficiencies or measures are implemented in the first option year of the Agreement; and
  - iv. 30% of the realized cost savings for the remainder of the term of the Agreement if such cost savings efficiencies or measures are implemented in the second option year of the Agreement.
2. For any cost savings efficiencies or measures that are demonstrably originated and implemented by the CHA, CHA shall be entitled to keep all such costs savings resulting from any such negotiated reduction in fees.

#### **A. Section 4.04      Performance Standards**

Below are the performance standards and adjustments to compensation based on the Contractor's performance. All requirements are critical to the success of the HCV Program.

The CHA requires that the Contractor correct deficiencies found through Quality Control or file audit review processes. All corrections must be in accordance with requirements established by HUD, CHA's Administrative Plan, CHA's Procedural Manual, and/or a formal CHA Advisory. Corrections made as a direct result of CHA Quality Control will not be used in the evaluation of performance standards.

<b>PERFORMANCE INDICATORS (NON PAYMENT BASED INCENTIVE)</b>				
<b>Performance Indicator</b>	<b>Review</b>	<b>Subject to Review</b>	<b>Frequency</b>	<b>Min Performance Requirement</b>
<b>1. Quality Control of Owner Files</b>	QC of Owner Files and supporting documentation. Eligibility and on-going enforcement process	A: Owner Services	Monthly	98% Annual Utilization
<b>2. Case Follow Up</b>	QC review determining whether the Contractor	A: Owner Services	Monthly	95%-97%



and Resolution	meets the service level agreement for all cases created			
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## B. General Performance Standards

The Contractor shall perform the services in a manner that meet or exceed the performance standards. In addition, the Contractor's performance must satisfy the following performance standards. Below are additional performance requirements that the Contractor must achieve. In the event that CHA determines that the Contractor's performance of its obligations are unsatisfactory, CHA may at any time and at its sole discretion issue a Warning Letter that will be followed by a Notice of Default if the Contractor fails to submit and implement timely Corrective Action Plan ("CAP") to improve Contractor's performance. The CAP shall:

- i. Specify goals to be achieved;
- ii. Identify obstacles to goal achievement and ways to eliminate or avoid them;
- iii. Identify resources that will be used or sought to achieve goals;
- iv. Identify staff person with lead responsibility for completing each goal;
- v. Identify key tasks to reach each goal;
- vi. Specify time frames for achievement of each goal, including intermediate time frames to complete each key task;
- vii. Provide for regular evaluation of progress toward improvement; and
- viii. Be signed by the CHA's Deputy Chief Housing Officer for HCV Programs and by the Contractor's CEO and both CHA and Contractor each acknowledge that such persons have all requisite authority to bind CHA and Contractor to the terms of the CAP.

If the Contractor fails to comply and implement the terms of the CHA approved CAP within established timeframes, CHA may issue a Notice of Default.

Throughout the initial term of the contract, the Contractor may only be allowed to execute three (3) CHA approved CAPs. If a fourth Warning Letter is issued, a Notice of Default will be issued.

Throughout the extension term of the contract, the Contractor may only be allowed to execute two (2) CHA approved CAPs. If a third Warning Letter is issued, a Notice of Default will be issued.

Service Area	Performance Indicator	Min Performance Requirement	Frequency of Report Submission
All Service Areas	Data Entry	Ninety to ninety-five percent (90-95%) data accuracy.	Quarterly

## Section 4.05 Funding Methods

The Contractor shall establish an account in a financial institution of its choice for the deposit of funds in order for the Contractor to make payments for the performance of the Contractor's

Services during the term of the Agreement. The CHA shall deposit funds in the account identified by the Contractor, by wire-transfer or other appropriate method as determined by both parties. The Contractor shall maintain detailed records of all transactions involving this account or accounts in accordance with generally accepted accounting principles and HUD Cash Management Guidelines.

#### **Section 4.06 Non-Appropriation of Funds**

Funding for the Agreement is subject to and contingent on: (1) availability of federal funds from HUD; (2) the approval of funding by the CHA's Board of Commissioners; and (3) the satisfactory performance of the Contractor's Services. Furthermore, in the event that the Congress does not appropriate funds for the CHA's HCV Programs, insufficient funds are appropriated and budgeted, or appropriated funds are rescinded by Congress in any contract year of the Agreement, then the CHA shall promptly notify the Contractor of such occurrence, and the Agreement shall be amended to reflect the reduced appropriations or, at the CHA's option, shall be terminated on the earlier of the last day of the contract year for which sufficient appropriation was made or whenever the funds appropriated for payment under the Agreement are exhausted. The Contractor shall flow down the provisions of Section 4.06 to its subcontractors at every tier.

#### **Section 4.07 Compensation Solely as Described Herein**

The Contractor shall be entitled only to compensation as set forth in Article 4. Other than as set forth in Article 4, no additional monies shall be provided to the Contractor for any costs associated with the performance of the Contractor's Services.

### **ARTICLE 5. CONDUCT AND RESPONSIBILITIES OF CONTRACTOR**

#### **Section 5.01 General Performance**

**A.** The Contractor shall perform the Contractor's Services with the highest degree of skill, professional care and due diligence reasonably expected of an entity performing services of a scope, purpose and magnitude comparable with the nature of the Contractor's Services to be provided under the Agreement. The Contractor shall administer and operate the HCV Programs in accordance with the following:

1. Current and future requirements of applicable federal, State and local laws, HUD program regulations, notices, agreements and other requirements;
2. The CHA's Administrative Plan
3. The HCV Procedure Guide
4. The specific requirements of this Agreement
5. Court orders and consent decrees, directives and guidance applicable to the specified programs or settlement agreements resulting from litigation related to the HCV Programs; and
6. The MTW Agreement, as amended, and all related documents.

**B.** Except to the extent provided for in Section 5.14 below, the Contractor shall perform the Contractor's Services in a manner that meets or exceeds the performance standards set forth in Section 4.04.

## **Section 5.02 Deliverables**

In performing the Contractor's Services, the Contractor shall prepare, maintain and submit all Deliverables in connection with the Contractor's Services as set forth in Article 3. The CHA reserves the right to reject any and all Deliverables which in the judgment of the CHA or HUD do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, or do not include all documents specified in the Agreement or reasonably necessary for the purposes for which the CHA made the Agreement with the Contractor or for which the CHA intends to use the Deliverables. The CHA shall notify the Contractor in writing regarding the rejection of any Deliverables. 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. Acceptance by the CHA of partial or incomplete Deliverables shall not be considered as satisfying the Contractor's obligations under the Agreement, and partial or incomplete Deliverables shall in no way relieve the Contractor of its obligations hereunder, or constitute a waiver of the CHA's right to insist on full performance in accordance with the Agreement.

The Contractor shall deliver to the CHA by the 10<sup>th</sup> day of each month, all major monthly reports as defined by the CHA including but not limited to: monthly operational reports (as defined by CHA during transition and as may be updated from time to time).. During the transition period, the Contractor shall by **December 1, 2018** provide: (1) definition of security system roles in Yardi for each user role; (2) personnel security forms to be used as personnel are hired; (3) office inventory; (4) space plan for Regional Office(s); and (5) executed subcontracts.

## **Section 5.03 Timeliness of Performance**

The Contractor shall use its best 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.

The Contractor shall provide the Contractor's Services and required Deliverables as set forth in the Agreement or as otherwise reasonably required by the CHA from time to time, in a timely manner. The Contractor and the CHA acknowledge that deadlines for certain portions of the Contractor's Services to be performed under the Agreement are dictated by the requirements of HUD or local governmental agencies or events outside the control of the CHA and/or the Contractor, and the failure by the Contractor to meet such deadlines may significantly affect the CHA. To the extent that such deadlines are dictated by the Agreement, by HUD, local governmental agencies, or as otherwise identified and required, from time to time, by the CHA, time is of the essence with respect to the Contractor meeting such deadlines.

## **Section 5.04 Key Personnel**

As of the Effective Date, the Contractor shall inform the CHA of whom it intends to name as Key Personnel. The CHA shall have the right to make the final determination of which of the Contractor's employees shall be named Key Personnel. Key Personnel shall be responsible for

supervision of the Contractor's performance of the Contractor's Services. The Contractor may not change any of the Key Personnel without the prior written consent of the CHA, which shall not be unreasonably withheld. The CHA may request that the Contractor modify which employees are Key Personnel and the CHA shall have the right to make the final determination of which of the Contractor's employees shall be named new Key Personnel. Key Personnel shall be available to the CHA for meetings and to address any program planning or issues. The Contractor shall promptly notify the CHA in advance where any Key Personnel will be absent from the office or work generally for more than two (2) consecutive business days. The Contractor shall name those employees or personnel who will be covering such Key Personnel's responsibilities during such absence. The Contractor and CHA each agree that neither will hire current employees of the other without prior written notification to the other.

In addition to the foregoing, the Contractor shall prepare and deliver to CHA on a weekly basis a written report containing Contractor's formal notice to the CHA of any staff, contractors, management or other personnel engaged by Contractor in the performance of Services under this Agreement who have left the employ of Contractor during the prior week, regardless of the nature of the termination, separation or departure.

## **Section 5.05 Non-Discrimination; Compliance; with HUD Regulations and Other Laws**

### **Non-Discrimination**

The 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. § 2000 et seq. (1989), as amended, and all regulations promulgated thereto. The Contractor shall particularly remain in compliance at all times with:

- Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965), reprinted in 42 U.S.C. § 2000 (e) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978);
- Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1989);
- Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1988);
- Fair Housing Amendments Act, 42 U.S.C. § 3601 et seq., (1988);
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12201 and 41 C.F.R. Part 60 et seq., (1990);
- Sections 501 and 504 of the Rehabilitation Act of 1973, as amended;
- Architectural Barriers implementing regulations (24 C.F.R. 40);
- Illinois Human Rights Act, 775 ILCS 5/2-101 et seq., amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit. 44 § 750 Appendix A, which is attached hereto as Exhibit A and incorporated by reference herein;
- Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended;
- Chicago Human Rights ordinance, § 2-160-010 et seq., of the Municipal Code of Chicago, as amended; and

- Chicago Fair Housing Regulations, § 5-8-010 et seq., of the Municipal Code of Chicago, as amended.

In addition, the Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### **A. Compliance with HUD Regulations and Other Laws**

In addition to complying with the federal, state and local non-discrimination laws, rules, regulations and ordinances set forth in Section 5.05.A., the Contractor shall comply with all HUD regulations, notices or other requirements and all other applicable federal, state and local requirements, including but not limited to the following:

- Uniform Administrative Requirements contained in 24 C.F.R. § 851 et seq., (1993), as amended;
- Exec. Order No. 11063, as amended by Exec. Order No. 12259;
- Davis-Bacon Act, as amended (40 U.S.C. § 276a et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5);
- Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5);
- National Environmental Policy Act of 1969 (24 C.F.R. Part 58);
- Clean Air Act (42 U.S.C. § 1851 et seq.);
- Section 306 of the Clean Air Act (42 U.S.C. § 1857(h));
- Section 508 of the Clean Water Act (33 U.S.C. § 1368);
- Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended;
- Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) and any amendments thereto;
- Toxic Substance Control Act (15 U.S.C. § 2601, et seq.) and any amendments thereto;
- Occupational Safety and Health Administration regulations and any amendments thereto;
- Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601, et seq.) and any amendments thereto;
- Illinois Environmental Protection Agency regulations and any amendments thereto;
- The laws of the State of Illinois regarding Equal Employment Opportunity required by the Illinois Fair Employment Practices Commission and the Illinois Department of Labor regulations and any amendments thereto;
- Exec. Order No. 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15) and any amendments thereto;
- Exec. Order No. 12372;
- Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 276) as supplemented in Department of Labor regulation (29 C.F.R. Part 3);

- Byrd “Anti-Lobbying” Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (Exec. Order No. 12549 and Exec. Order No. 12689); and
- 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).
- Applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended.
- CHA Minimum Wage Policy

## **Section 5.06 Property Rights and Inventory**

### **A. Personal Property Ownership**

1. All CHA Personal Property shall always be and remain the property of the CHA. The Contractor shall have the right to use such CHA Personal Property as the CHA’s assignee only for purposes of performing the Contractor’s Services in accordance with and during the Agreement.

2. The Contractor shall be responsible for the proper care and accounting for any and all CHA Personal Property in its possession and control. The Contractor shall be liable for any loss or damage to CHA Personal Property under its control, other than normal wear and tear. The Contractor shall not dispose of any CHA Personal Property without first having obtained the CHA’s written approval, which request of the Contractor shall be due and directed to the CHA’s General Services Department.

3. During the term of the Agreement, the Contractor shall maintain an inventory schedule of all such non-expendable CHA Personal Property. The inventory schedule shall include historical asset information for each asset, including but not limited to cost data and purchase date if purchased by the Contractor, serial number, physical location, and asset identification number. The beginning inventory shall be posted to an inventory records system (manual and/or electronic) approved by the CHA. All acquisitions and dispositions by the Contractor shall be posted in a timely manner. The Contractor shall tag or label all CHA Personal Property under its control using the capitalization policy of the CHA. An inventory shall be conducted within sixty (60) days of the Effective Date of the Agreement, and shall be updated and the assets listed on said inventory schedule matched to a physical count of the assets within thirty (30) days of the end of each contract year and at the expiration or termination of the Agreement. The CHA shall be advised in writing five (5) business days in advance of each planned inventory and offered the opportunity to witness the inventory process. The CHA reserves the right to conduct or have a third party conduct an inventory of CHA Personal Property in the Contractor’s possession and control if the Contractor fails to perform such an inventory, and the expense thereof shall be borne entirely by the Contractor.

### **B. Intellectual Property Ownership**

1. All ITS, management information systems, software, and software licenses and other forms of proprietary information, methods, processes, business practices or materials of any kind, whether copyrighted, copyrightable, patented, patent-pending or patentable, which are made available, provided or supplied by the CHA to the Contractor in association with the Contractor’s duties and obligations under this Agreement shall always be and remain the property of the CHA.

2. Any software, system, tools or other items (whether tangible or intangible) developed by the Contractor specifically for the CHA to perform the Contractor’s Services during the term of

and under the Agreement shall always be and remain CHA Intellectual Property, and is conclusively deemed "Work Product".

3. All software and software licenses or other form of copyrighted materials of any kind, such as but not limited to, training material, PowerPoint's, certification exams, handbooks, master books, PIH Alerts, form templates, software, documentation, Contractor Confidential Information, and any derivatives and modifications of, and intellectual property rights in, any of the foregoing, that were developed or owned by the Contractor prior to the Effective Date of the Agreement, or are subsequently developed by or for the Contractor outside of the Agreement ("Contractor Materials"), shall always be and remain the Contractor's Intellectual Property. The Contractor shall provide to the CHA a list of all mission critical Contractor Materials the Contractor desires to use in the performance of the Contractor's Services and shall request in writing and obtain the CHA's prior written approval from the CHA's Chief Procurement Officer and Chief Legal Officer before using such Contractor's Contractor Materials in the performance of the Contractor's Services. The CHA's decision to approve any request to use any such Contractor's Contractor Materials is within the sole discretion of the CHA. In the event the CHA approves the use of Contractor's mission-critical Contractor Materials for the performance of the Contractor's Services, the Contractor shall make available such approved Contractor's Contractor Materials for use by the CHA or other HCV Program contractors with the understanding that such Contractor's Contractor Materials shall be used by the CHA or other HCV Program contractors solely for the administration and operation of the CHA's HCV Programs. The Contractor shall also provide all necessary licenses for such approved Contractor's mission-critical Contractor Materials in accordance with Section 5.07.

C. The provisions of Section 5.06 shall survive the expiration or termination of the Agreement.

D. The Contractor shall flow down the provisions of Section 5.06 to its subcontractors at every tier.

### **Section 5.07 Patents and Copyrights**

A. Subject to the terms of this Agreement, the Contractor grants to the CHA a non-exclusive, personal, perpetual and irrevocable (except for any unexcused material breach by the CHA), license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD internal purposes only, and expressly excluding any commercial exploitation: (a) all mission-critical Contractor Materials (excluding copyrighted software which cannot be reproduced) and (b) any rights, copyright, patent or other form of intellectual property right, claim or interest to which the Contractor purchases, licenses or otherwise acquires any interest or ownership entirely with funds awarded or disbursed pursuant to this Agreement for the specific and exclusive purpose of meeting the objectives of this Agreement. In the case of software that cannot be reproduced, CHA will have a perpetual non-exclusive license. The Contractor warrants and represents that it has or will have the right, through written agreements with its employees, agents and representatives, to secure for the CHA, the rights provided for in this Section and Section 5.06. Further, in the event the Contractor uses any subcontractor, or other third party to perform any of the services contracted for under this Agreement, the Contractor agrees to enter into such written agreements with such subcontractor or other third party, and to take such other steps as are, or may be, required to secure for the CHA the rights provided for in this Section and in Section 5.06.

B. The provisions of Section 5.07 shall survive the expiration or termination of the Agreement.

C. The Contractor shall flow down the provisions of Section 5.07 to its subcontractors at every tier.

#### **Section 5.08 Ownership of Work Product, Documents, Records, and Reports**

A. 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.

B. The Contractor acknowledges that all Work Product will belong solely to the CHA and the CHA acknowledges that all Contractor Materials will belong solely to the Contractor. The CHA will have exclusive, unlimited rights in, and the Contractor will retain no rights to, such Work Product. The Work Product, but not any Contractor Materials, is conclusively deemed by the parties as "works made for hire" within the meaning and purview of the Copyright Act, and the CHA will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist.

C. 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. The parties shall agree upon a form of assignment to the rights specifically identified above embodied and pertaining to the Work. Notwithstanding the foregoing, CHA acknowledges that it does not and will not acquire any rights whatsoever to Contractor's Contractor Materials. The 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. The 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, for which it will have a royalty-free, worldwide, nonexclusive license for such use. CHA agrees to and hereby does unconditionally and irrevocably grant, convey, bargain, sell, assign, transfer and deliver to the Contractor, its successors and assigns, all right, title, and interest that it may have in and to any and all Contractor Materials, free and clear of any liens, claims, offsets, or other encumbrances, to the fullest extent permitted by law.

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, use, reproduce and disclose such rights as necessary to fully utilize the Work Product.

D. 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.

**E.** Subject to Section 5.07 and 5.08. A, all Work Product and CHA Documents provided to, or prepared or assembled by the Contractor for CHA 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.

**F.** 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 the 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.

**G.** The provisions of Section 5.08 shall survive the expiration or termination of the Agreement.

**H.** The Contractor shall flow down the provisions of Section 5.08 to its subcontractors at every tier.

#### **Section 5.09 Audit Requirement**

**A.** The Contractor shall maintain and retain all books, records, documents, papers, 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 and all other pending matters related to the Agreement or Contractor's Services 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 GAAP, consistently applied throughout.

**B.** The Contractor agrees to make available all books, records, documents, papers, and other materials related to the performance of the Agreement. The CHA retains an irrevocable right on behalf of itself, HUD, the Comptroller General of the United States or any of their duly authorized representatives to independently, or through a third party, review, examine or audit the Contractor's books, records, documents, papers, and other materials related to the Agreement or Contractor's Services and disallow any inappropriate billing upon written notice to the Contractor. The Contractor further agrees to provide all other such information that the CHA may request relating in any way to the Contractor's performance of the Contractor's Services and the costs incurred in rendering the Contractor's Services. The CHA shall retain the right to conduct the audit for three (3) years after the CHA makes final payment and all other pending matters related to the Agreement or Contractor's Services are closed.

C. The CHA may disallow any invoiced item not payable under the Agreement, as disclosed by any such inspection or audit, and may set-off any over-billing determined by an inspection or audit against any funds which are due or become due to the Contractor or if the Agreement has been terminated or expired and no other funds are due to the Contractor, the Contractor shall be required to re-pay the CHA for any disallowed invoiced items not payable under the Agreement.

D. The provisions of Section 5.09 shall survive the expiration or termination of the Agreement.

E. The Contractor shall flow down the provisions of Section 5.09 to its subcontractors at every tier.

### **Section 5.10 Confidentiality**

A. 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").

B. The Contractor agrees to maintain CHA's Confidential Information confidential and use it solely for the purposes of performing the Contractor's Services under the Agreement, except to the extent (i) the Confidential Information has been released or published by the CHA, HUD, or a third party who did not receive the Confidential Information from the Contractor and is not under an obligation or duty to keep such information confidential, or (ii) when disclosed to approved subcontractor(s) subject to the same confidentiality requirements of the Agreement and solely for purposes of and use by the subcontractor(s) performing services under the Agreement.

C. Further, the Contractor agrees that such Confidential Information shall not be made available to any individual or organization, other than to CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena or an agency of the federal or state government, 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, shall not 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.

D. The Contractor further agrees that, if it receives a request made under the Freedom of Information Act, or similar state act, for information, it shall immediately notify the CHA and forward such request to the CHA for further handling and response and cooperate with the CHA to provide such requested information to be released per the CHA's determination. The obligations of confidentiality created herein shall survive the expiration or termination of the Agreement.

E. The CHA agrees to maintain all Contractor Confidential Information confidential and to use it only for CHA's own internal business purposes related to this Agreement. The parties agree further that the confidentiality provided herein shall not apply with respect to (i) any information which, at the time access is granted, is already in the recipient's possession or available to it or its employees from any other source, (ii) such information that is or at any time hereafter becomes available to the public not in violation of any obligation of confidentiality, or (iii) such information, which is at any time obtained by the recipient from any other person having no obligation to keep

such information confidential. Further, the CHA agrees that Contractor Confidential Information shall not be made available to any individual or organization, other than to courts of competent jurisdiction or administrative agencies pursuant to a subpoena or an agency of the Federal or State Government, without the prior written approval of the Contractor. In the event the CHA is presented with a *subpoena* regarding such Contractor Confidential Information, which may be in the CHA's possession by reason of this Agreement, the CHA must immediately give notice to the Contractor as provided herein with the understanding that the Contractor will have the opportunity to contest such process by any means available to it before the Contractor Confidential Information is submitted to a court or other third party. The CHA, however, shall not withhold the delivery of such Contractor 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.

F. The provisions set forth in Section 5.10 shall survive the expiration or termination of this Agreement.

G. The Contractor shall flow down the provisions of Section 5.10 to its subcontractors at every tier.

### **Section 5.11 Assignments and Subcontractors**

The Contractor agrees that the Contractor's Services shall be performed only by the Contractor. No other entity, whether related or unrelated to the Contractor, shall perform any of the Contractor's Services without the prior written approval of the CHA, such approval granted at the sole discretion of the CHA. The Contractor shall not transfer or assign any of its duties or obligations under this Agreement or subcontract any part hereof to any individual or entity without prior written approval of the CHA.

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. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

All subcontractors to be employed by the Contractor, if not identified as part of the Contractor's bid proposal or offer submission, must receive prior written approval from the CHA's Contracting Officer prior to commencing any of the Contractor's Services. 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. Any CHA approved subcontract of the Contractor's Services or duties or obligations under the Agreement, shall comply with the requirements of Section 5.15 and Section 5.16. Any subcontract for the performance of the Contractor's Services or duties or obligations under the Agreement shall not operate to relieve the Contractor of any of its obligations or liabilities hereunder. Additionally, the Contractor shall include in its subcontracts all provisions of the Agreement that are required as flow-down provisions and also require its subcontractor(s) to comply with applicable CHA and HUD policies and regulations and applicable state and federal laws and the provisions of the Agreement. Furthermore, the Contractor shall not conduct business with any subcontractor(s) who is ineligible to do business with the CHA (as determined by the CHA's Department of Procurement and Contracts).

### **Section 5.12 Drug-Free Workplace**

The Contractor shall establish procedures and policies to promote a drug-free workplace. Further, the Contractor shall notify all employees and subcontractors of its policy for maintaining a drug-free workplace, and the penalties that may be imposed on any employee of the Contractor or subcontractor's employees for drug abuse violations occurring in the workplace. Further, the Contractor shall notify the CHA if any of its employees performing services in connection with the Agreement are arrested for or convicted of a criminal drug offense in the workplace. Such notification shall occur immediately upon Contractor's receipt of such information but in no later than twenty-four (24) hours after the Contractor knows or should have known of such an arrest or conviction.

### **Section 5.13 Force Majeure**

Notwithstanding any other provision in the Agreement, neither party shall be liable to the other or held responsible for any failure to perform or for delays in performing its obligation under the Agreement, including but not limited to the Contractor's Services or the CHA's responsibilities as set forth hereunder which result from circumstance or causes beyond their reasonable control, including without limitation fire or casualty, acts of God, war or violence, or any order or requirement of any government agency or authority. In each instance, the failure to perform must be beyond the control and without the material fault or negligence of the Contractor or the CHA.

### **Section 5.14 SECTION 3 AND MBE/WBE/DBE PARTICIPANT AND REQUIREMENTS**

#### **A. SECTION 3**

##### **1. 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.

##### **2. 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.

### **3. 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).

#### **4. SECTION 3 - Hiring**

The Section 3 Regulations provide that contractors and their subcontractors demonstrate compliance by employing Section 3 Residents as 30 percent of the aggregate number of New Hires. A contractor or subcontractor is required to hire only when a New Hire is needed to perform the work.

##### **(a) CHA Preferences**

The hiring efforts of the CHA’s contractors and subcontractors, shall be directed to provide training and employment opportunities to Section 3 Residents in the following order of priority:

1. Residents of the housing development or developments for which the Section 3 Covered Assistance is expended;
2. Residents of other housing developments managed by the CHA;
3. CHA Housing Choice Voucher Participants;
4. Participants in HUD Youthbuild Programs being carried out in the Chicago Metropolitan Area;
5. Other Section 3 Residents.

#### **5. SECTION 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](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 B and is incorporated by reference herein.

ii. 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.

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

## **C. MBE/WBE/DBE**

### **1. 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 C 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](http://www.thecha.org/pages/mbe_wbe_dbe/36.php)).

### **2. DOCUMENTATION 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 5.15 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 General Conditions and the Agreement, the terms and conditions of the Agreement shall control.

## **Section 5.16 Advertising and Marketing Materials**

During the term of this Agreement, the Contractor shall not use "Chicago Housing Authority", "CHA", or any other language that references the Chicago Housing Authority in any advertising or marketing materials without prior written approval from CHA, which approval shall not be unreasonably withheld. Such approval will be deemed granted in the event that CHA does not respond to a submission within 5 business days from receipt of such submission. This paragraph is not intended to include bids or proposals submitted by Contractor in response to Requests for Proposals issued by other housing authorities or other governmental agencies or entities.

## **ARTICLE 6. DISPUTES**

### **Section 6.01 DISPUTES**

In the event of a dispute, see the HUD General Conditions for Non-Construction Contracts, Exhibit D, paragraph 7.

## **ARTICLE 7. RISK MANAGEMENT**

### **Section 7.01 INSURANCE**

A. Prior to the commencement of the Agreement, the Contractor agrees to procure and maintain at all times during the term of the 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" and shall be subject to the approval of the CHA, which approval shall not be unreasonably withheld. The insurance provided shall cover all operations under the Agreement, whether performed by the Contractor or by its subcontractors, joint ventures, partners, agents, officers or employees. The required Insurance Coverage is as follows:

**1. Workers Compensation**

Workers Compensation and Occupation 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 five hundred thousand dollars (\$500,000)/five hundred thousand dollars (\$500,000)/five hundred thousand dollars (\$500,000).

**2. Commercial Liability Insurance (Primary and Excess)**

Commercial Liability Insurance or equivalent, with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage liability.

Coverage extensions shall include the following: All premises and operations, products/completed operations (for a minimum of 2 years following project completion), personal and advertising injury, independent contractors, cross liability, broad form property damage, and blanket contractual liability. Coverage shall also include any injury to the Contractor's officers, directors, employees, agents, subcontractors, invitees and guests and their personal property to the extent covered by Commercial Liability Insurance. The CHA is to be endorsed as an additional insured on the Contractor's policy without restriction on a primary and non-contributory basis with any other insurance available to the CHA for any liability arising directly or indirectly from the Contractor's Services.

**3. Automobile Liability Insurance (Primary and Excess)**

When any motor vehicles (owned, leased, non-owned or hired) are used in connection with the Contractor's Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit, 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 Insurance**

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$2,000,000 per occurrence and in the aggregate. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of the Contractor's Services under the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of 2 years.

**5. Valuable Papers Insurance**

Valuable Papers Insurance of \$500,000 aggregate shall be maintained to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

**6. Fidelity/Crime Insurance**

Fidelity/Crime Insurance in the amount of \$1,000,000 to protect the CHA against misapplication of HCV Program funds by the Contractor and its employees. The other terms and conditions of the Fidelity/Crime Insurance shall be subject to the approval of the CHA, but at a minimum must contain third party coverage with the CHA endorsed as a loss payee.



## **7. Business Personal Property Coverage**

Business Personal Property Coverage based on accepted commercial practices for a program of this size and value.

## **8. Excess Liability**

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

## **B. RELATED REQUIREMENTS**

The Contractor or its subcontractors shall furnish the Procurements and Contracts Department of the Chicago Housing Authority, 60 E. Van Buren St., 13th Floor, Chicago, Illinois 60605, original certificates of insurance evidencing that the required coverage is in force on the Effective Date of the Agreement. In addition, copies of the endorsement(s) adding the CHA to the Contractor's policies as an additional insured are required. The required documentation must be received prior to the Effective Date.

Renewal certificates of insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of the Agreement, are to be received by the Department of Procurement and Contracts prior to the expiration or renewal date occurring during the term of the Agreement or extensions thereof. At the CHA's option, non-compliance will result in one or more of the following actions: (1) the CHA will purchase insurance on behalf of the Contractor and will charge back all costs to the Contractor; (2) the Contractor will be immediately removed from CHA property and the Agreement revoked; (3) all payments due the Contractor will be withheld until the Contractor has complied with the Agreement; or (4) the Contractor will be assessed \$500 for every day of non-compliance. The receipt of any certificate 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 are in compliance with all Agreement requirements, and the Contractor shall provide copies of its insurance policies to the CHA upon request. The failure of the CHA to obtain certificates or other insurance evidence from the Contractor shall not be deemed to be a waiver by the CHA of the Contractor's obligations under Section 7.01. The Contractor shall advise all insurers of the Agreement provisions regarding insurance and the failure of the Contractor to notify insurers shall not relieve the Contractor from its insurance obligations under the Agreement.

The lack of compliance with the insurance provisions contained herein shall constitute an Event of Default under the Agreement for purposes of and pursuant to Section 7.01.

The insurance shall provide for 30 days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled, or not renewed.

If any of the insurance required herein 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. On an annual basis, the Contractor shall provide to the CHA a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Contractor shall provide the CHA a thirty (30) days' notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the retroactive date, cancellation and/or non-renewal.

The Contractor shall require all subcontractors to carry the insurance required herein with the CHA endorsed as an additional insured as set forth in Section 7.01.A.2. and Section 7.01.A.3., or the Contractor may provide the coverage for any or all subcontractors and consultants, and if it does, the evidence of insurance must be submitted to the CHA and shall so stipulate and adhere to the same requirements and conditions as outlined herein.

The Contractor and each subcontractor agree that insurers shall be requested to waive their rights of subrogation against the CHA.

Except as expressly provided otherwise herein, the Contractor understands and agrees that any insurance, self-insurance, or reserve insurance programs maintained by the CHA shall apply in excess of and not in addition to insurance provided by the Contractor under the Agreement.

The required insurance to be carried shall not be limited by any limitations expressed in Section 7.02.

The CHA maintains the right to reasonably modify, delete, alter or change the insurance requirements set forth in Section 7.01.A.

## **Section 7.02 INDEMNIFICATION**

### **CONTRACTOR'S INDEMNITY TO THE CHA**

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 and/or the 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 alleged to have been caused by the Contractor 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.

The CHA shall have the right, at its option and expense, 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 Section 7.02 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 this Agreement. Further, the Contractor's indemnities set forth in the Agreement shall survive the expiration or termination of the Agreement.

The provisions set forth in Section 7.02 shall survive the expiration or termination of this Agreement.

**ARTICLE 8. CORRECTIVE ACTION PLANS, EVENTS OF DEFAULT,  
REMEDIES, TERMINATION, RIGHT TO OFFSET,  
SUSPENSION**

**Section 8.01 CORRECTIVE ACTION PLANS**

In the event that CHA determines that Contractor's performance of its obligations under this Agreement is unsatisfactory, CHA may at any time and at its sole discretion issue to Contractor a Corrective Action Plan ("CAP") to improve Contractor's performance. The CAP shall: (1) specify goals to be achieved; (2) identify obstacles to goal achievement and ways to eliminate or avoid them; (3) identify resources that will be used or sought to achieve goals; (4) identify staff person with lead responsibility for completing each goal; (5) identify key tasks to reach each goal; (6) specify time frames for achievement of each goal, including intermediate time frames to complete each key task; (7) provide for regular evaluation of progress toward improvement; and (8) be signed by the CHA's Deputy Chief Housing Officer and by Contractor's Deputy Program Director and both CHA and Contractor each acknowledge that such persons have all requisite authority to bind CHA and Contractor to the terms of the CAP.

**Section 8.02 DECLARATION OF DEFAULT**

If an Event of Default shall occur the CHA may, at its sole option, declare the Contractor in default by issuing Notice of Default. The Notice of Default shall include (i) an explanation of the circumstances surrounding the Event(s) of Default with reasonable specificity, (ii) what actions, if any, the Contractor must take to cure such Event(s) of Default and (iii) a statement that a reasonable amount of funds may be withheld from the Contractor until such time as the Event of Default is cured. The Notice of Default also shall include an explanation of the methodology for determining the amount of any funds the CHA has determined to withhold from the Contractor during the cure period. Whether to declare the Contractor in default and send a Notice of Default, and what remedies to exercise, are within the sole discretion of the CHA. If the CHA considers it to be in its best interests, it may elect not to issue a Notice of Default or to exercise any available remedy hereunder. Upon receipt of a Notice of Default issued in accordance with this Section for any curable Event of Default, the Contractor shall have thirty (30) calendar days to cure the default (or, if the default cannot reasonably be cured within such thirty (30) day period, then the Contractor shall commence all efforts to cure within a reasonable period agreed upon by the CHA).

The parties acknowledge that this provision is solely for the benefit of the CHA and that if the CHA permits the Contractor to continue to provide the Contractor's 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 the Agreement, nor shall the CHA waive or relinquish any of its rights to declare the Contractor in default and send a Notice of Default based on any current, past or future Event of Default or to exercise any of its remedies under the Agreement. Written notification of the default, and any decision by the CHA to terminate the Agreement, shall be final and effective upon the Contractor's receipt of such notice pursuant to Article 11 and shall not be subject of the provisions of Section 6.01.

**Section 8.03 REMEDIES**

Upon the giving of written Notice of Default pursuant to Section 8.01 and the Contractor's failure or inability to cure to the extent allowed, the CHA may invoke any or all of the following remedies:

- A. Take over and complete the Contractor's Services or any part thereof either directly or through others;
- B. Terminate the Agreement as to any or all of the Contractor's Services yet to be performed, effective at a time specified by the CHA;
- C. Obtain specific performance, or an injunction or any other appropriate equitable remedy;
- D. Obtain actual money damages;
- E. Withhold all or any part of the Contractor's compensation hereunder commensurate with those Contractor's Services not substantially completed in accordance with the terms hereof;
- F. Deem the Contractor non-responsible in future contracts to be awarded by the CHA; and
- G. Withhold, on an interim basis, a reasonable amount of funds until the Event of Default is cured.

The remedies provided to the CHA under this Section are not intended to be exclusive of any other remedies, and 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, as provided in this Section, upon any Event of Default shall impair any such right or power; nor shall it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The remedies provided to the CHA under this Section are not subject to the provisions of Section 6.01 and, with respect to any defaults under this Agreement, the CHA shall not be required to proceed under the dispute mechanism provided for in that section.

#### **Section 8.04 TERMINATION FOR CAUSE AND CONVENIENCE; WITHDRAWING SERVICES**

A. The CHA may terminate the Agreement as a result of (i) any violation by the Contractor of any of the terms and conditions of the Agreement, (ii) any violation by the Contractor of any law, (iii) any violation by the Contractor of the CHA's or HUD's policies, procedures or guidelines or (iv) any inadequacy of the Contractor's performance.

B. Upon a determination that the Agreement is no longer in the best interests of the CHA, the CHA may terminate the Agreement, or any portion of the Contractor's Services, for convenience by thirty (30) days written notice to the Contractor.

#### **Section 8.05 Suspension**

The CHA may at any time suspend the Contractor's performance of the Contractor's Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of an emergency. The Contractor shall not be entitled to compensation for services performed, but may be entitled to reimbursement for reasonable expenses incurred during the period of such suspension, to the extent the Contractor demonstrably establishes said expenses could not reasonably be avoided and were caused by and relate to the suspension. However, there shall be no reimbursement for reasonable expenses resulting from any suspension of the Contractor's Services if said suspension is caused by the fault or negligence of the Contractor. The Contractor shall promptly resume performance of such Contractor's Services under the same terms and conditions as stated herein upon written notice by the CHA and such equitable extension of

time as may be mutually agreed upon by the CHA and the Contractor, when necessary for continuation or completion of the Contractor's Services.

No single suspension of this Agreement shall exceed fifteen (15) business days or, in the aggregate, with other suspensions, exceed a period of forty-five (45) business days within any one contract year.

#### **Section 8.06 No Damages for Delay**

The Contractor shall make no claims against the CHA, for damages, charges, interest, or third party costs incurred by reason of delays or suspension caused by the CHA. 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 obligations under the Agreement. No compensation shall be due to the Contractor for delays or suspension caused by the Contractor. Further, the Contractor shall make no claims against the CHA for damages, charges, interest, or third party costs incurred by reason of delays or suspension if such delays or suspension are deemed necessary or in the best interest of the HCV Program.

#### **Section 8.07 Administrative Errors (and Improper Payments)**

A. The Contractor shall be solely responsible for all administrative errors and/or improper payments shown to be performed by or under the control of Contractor resulting in damages of \$10,000 or more for any single transaction. The Contractor shall also be solely responsible for damages arising from multiple transactions involving the same administrative errors and/or improper payments shown to be performed by or under the control of the Contractor which, collectively, result in damages of \$10,000 or more. In the event that Contractor or CHA learns of the occurrence of such administrative errors and/or improper payments resulting in such damages, that party shall immediately notify the other party of such an occurrence. Upon receipt of such notice, Contractor shall immediately implement corrections to program operations to eliminate further administrative errors and/or improper payments and will provide CHA with documentation that such corrective actions have been implemented. Contractor shall have 60 days to collect such erroneous or improper payments from the recipient(s) of those payments using standard means available to Contractor to recover funds overpaid due to erroneous or fraudulent activity on the part of a landlord or other party. In the event that Contractor is not successful in recovering such funds within the 60-day period, CHA and Contractor shall, within 10 business days from the date of the expiration of the 60-day period, negotiate in good faith a process by which Contractor will indemnify and hold CHA harmless from and against any and all such damages of \$10,000 or more. The presumption for such a process is that the Contractor will reimburse CHA in the amount of unrecovered funds, CHA will assign to Contractor its right of recovery for such funds, and Contractor will then have discretion to pursue recovery of said funds as it sees fit.

B. In the event that Contractor makes administrative errors or improper payments which are less than \$10,000 for a single transaction or less than \$10,000 for multiple errors or improper payments arising from the same administrative errors or improper payments, Contractor is nonetheless expected to make every attempt to recover said funds from the recipient of those funds using standard means available to Contractor to recover funds overpaid due to erroneous or fraudulent activity on the part of a landlord or other party.

## **ARTICLE 9. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS**

### **Section 9.01 Warranties and Representations**

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

**A.** That it is financially solvent; and that it and each of its employees, agents or subcontractors at any tier are competent to perform the Contractor's Services required under the Agreement; and that the Contractor is legally authorized to execute and perform or cause to be performed the 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 the 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; or anyone associated therewith, as an inducement for the award of a subcontract or order; 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 the Contractor shall not knowingly use the services of any contractor or consultant deemed ineligible by HUD for any purpose in the performance of the Contractor's Services under the Agreement; and

**D.** That the Contractor and its subcontractors, if any, are not **(a)** in default at the time of the execution of the Agreement or **(b)** deemed by the CHA's Department of Procurement and Contracts Department to have, within five (5) years, been **(i)** found to be in default on any contract awarded by the CHA and/or HUD, and/or **(ii)** discharged by the CHA or HUD from its employ; and

**E.** That the Contractor has carefully examined and analyzed the provisions and requirements of the Agreement and that it fully understands the nature and the scope of the Contractor's Services required and otherwise fully understands the parties' duties and obligations hereunder; and

**F.** That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and shall perform, or cause to be performed, the Contractor's Services in strict accordance with the provisions and requirements of the Agreement; and

**G.** That no representations, statement, or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, agents, or employees, except only for those representations, statement or promises expressly contained in the Agreement, and any exhibits attached hereto and incorporated by reference herein, have induced the Contractor to enter into the Agreement or have been relied upon by the Contractor; and

**H.** That the Contractor, its employees and, to the best of its knowledge, its subcontractors are not in violation of and during the term of the Agreement will continuously comply with 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](http://www.thecha.org/pages/forms_documents/66.php)).

I. The Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with the Agreement is made under penalty of perjury and, if false, is also an Event of Default under the Agreement and cause for termination of the Agreement.

J. That the Contractor is a duly organized and validly existing corporation under the laws of the State of Florida.

K. That the Contractor has, and will continue to have at all times during the term of the Agreement, all licenses and certifications necessary to render the Contractor's Services required hereunder and that the CHA will be promptly notified of any lapse or loss of any licensure or certifications.

L. That the Contractor has the power and authority to enter into and perform all of its obligations under the Agreement, and that the Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of the Contractor.

M. That, in the last five (5) years, the Contractor nor any of its officers, directors, employees or agents or any other individual or corporation, partnership, trust, association, unincorporated business or individually owned business associated with the Contractor has been convicted of, entered a plea of admission of guilt for (whether or not such individual or business entity was subject to prosecution for the offense or offenses admitted to) or entered a plea of nolo contendere to (i) an act of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in an official capacity, (ii) an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. § 1 et seq.) or under the laws of the State of Illinois, (iii) an act of price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. § 1 et seq.) or under the laws of the State of Illinois or (iv) defrauding or attempting to defraud any unit of state or local government or school district.

N. That the Contractor (i) does not employ as an officer or director any individual who was an officer or director of another corporation, partnership, trust, association, unincorporated business or individually owned business at the time such an event as described in Section 9.01.M occurred and (ii) is not owned by any individual, corporation, partnership, trust, association, unincorporated business or individually owned business that controls, directly or indirectly, twenty percent (20%) or more of the Contractor who directly or indirectly controlled twenty percent (20%) of another corporation, partnership, trust, association, unincorporated business or individually owned business at the time such an event as described in Section 9.01.M occurred.

## **Section 9.02 Joint and Several Liability**

In the event that the Contractor, or its successors or permitted 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 9.03 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 E 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 9.04 Conflict of Interest and Anti-Lobbying**

**A.** No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Contractor's Services to which the Agreement pertains, shall have any personal interest, direct or indirect, in the 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 the Agreement or to any financial benefit to arise from it.

**B.** The Contractor covenants that it and its employees, or subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in the Agreement which would conflict in any manner or degree with the performance of the Contractor's Services hereunder. The Contractor further covenants that in the performance of the Agreement no person having any such interest shall be employed by the Contractor. The Contractor agrees that if the CHA determines that any of the services to be performed by the Contractor for others conflict with the Contractor's Services that the Contractor is to render for the CHA under the Agreement, the Contractor shall terminate such other services immediately upon request of the CHA.

**C.** The Contractor shall ensure that it and its employees and any subcontractors and subcontractors' employees do not perform any functions for other individuals or entities which would place the Contractor or the CHA in any actual or potential conflicts of interest with any other individual or entity. Further, the Contractor shall ensure that it and its employees and any subcontractors and any subcontractors' employees do not have any financial or ownership interest in any voucher or property which is subject to the Contractor's Service or this Agreement or is otherwise operated by the CHA. The Contractor shall disclose any such financial or ownership interest and shall advise the CHA in writing of the circumstances constituting or appearing to constitute any such actual or potential conflicts of interest. The Contractor shall inform the CHA in such writing of the remedial actions the Contractor may take to eliminate any such conflict of interest.

**D.** The Contractor shall ensure that it and its employees and any subcontractors and subcontractors' employees do not perform any functions for other individuals or entities which would place the Contractor or the CHA in any actual or potential conflicts of interest with any other individual or entity. The Contractor shall advise the CHA in writing of the circumstances constituting or appearing to constitute any actual or potential conflicts of interest and shall inform the CHA in such writing of the remedial actions the Contractor may take to eliminate such conflict of interest.



**E.** Additionally, pursuant to the conflict of interest requirements in 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 such HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for 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.

**F.** Furthermore, the Contractor represents that it is currently 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. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

#### **Section 9.05 Non-Liability of Public Officials**

No official, employee or agent of the CHA shall be personally liable to the Contractor or any subcontractor or their respective successors and permitted assigns, if any, for: (i) any default or breach by the CHA under the Agreement, (ii) any fee due to the Contractor or subcontractors or their respective successors and assigns, or (iii) any other obligation arising under the Agreement.

#### **Section 9.06 Independent Contractor**

The Contractor shall perform under the Agreement as an independent contractor to the CHA and not as a representative, employee, agent, partner, joint venturer, or covenantor 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 9.07 Annual Contributions Contract/MTW Agreement**

Notwithstanding any provision contained herein to the contrary, the Contractor hereby certifies that the Contractor's Services shall be performed in accordance with the provisions of the HCV Annual Contributions Contracts between HUD and CHA and the Consolidated Annual Contributions Contracts and/or the MTW Agreement, as amended, for the HCV Programs.

### **ARTICLE 10. GENERAL CONDITIONS**

#### **Section 10.01 Entire Agreement**

This Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire understanding and agreement between the parties hereto relating to the subject matter hereof and supersede any and all prior agreements, arrangements and communications between the parties herein, and no other warranties, inducements, considerations, covenants, conditions, promises, or interpretations shall be implied between the parties that are not set forth herein. In the event of an inconsistency between the terms and conditions of the Agreement and those of any such Exhibits that have been incorporated by reference, the terms and conditions of the Agreement shall control.

#### **Section 10.02 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.

#### **Section 10.03 Amendments**

No changes, amendments, or modifications of the Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the CHA's Contracting Officer. The CHA shall incur no liability for fees or cost reimbursement for existing or additional Services performed by the Contractor without first obtaining a written amendment to the Agreement pursuant to this Section.

Whenever in the Agreement the Contractor is required to obtain prior approval from the CHA, the effect of any approval which may be granted pursuant to the Contractor's request shall be prospective only from the later of: (i) the date approval was requested; or (ii) the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was requested.

#### **Section 10.04 Compliance with all Laws/Government Orders**

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

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 10.05 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 10.06 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 and exclusive 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 the 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 the Agreement, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. If the Contractor brings any action against the CHA

concerning the Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois, and service of process shall be on the CHA's Office of the General Counsel.

#### **Section 10.07 Severability**

If any provision of the Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable (i) as applied in any particular case in any jurisdiction, or (ii) in all cases, because it conflicts with any other provision or provisions of the Agreement or of any constitution, statute, ordinance, rule of law or public policy, or (iii) 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 the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

#### **Section 10.08 Interpretation**

Any headings of this Agreement are for convenience of reference only and do not define or limit or otherwise construe or interpret 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 the Agreement. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

#### **Section 10.09 Assigns**

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

#### **Section 10.10 Cooperation**

**A.** The Contractor agrees to act in the CHA's best interests and shall not take any actions which may negatively impact the reputation of the CHA or any of its other contractors or impair the CHA or any of its other contractors from performing any of their respective functions.

The Contractor's cooperation and serving the best interest of the CHA include but are not limited to:

1. Providing all files and documents required under the Agreement that are requested by the CHA or its contractors in a timely manner;

2. Participating in the development of new workflows and procedures to ensure that documents and processes are managed in a timely, value-added and customer-focus manner;
3. Cooperating with the CHA and other CHA contractors at all times, including during both the transition process and subsequent on-going operations;
4. Providing training material on all agreed upon application software packages;
5. Conducting train-the-trainer sessions for the CHA and the staff of other CHA contractors;
6. Sharing all processes, policies and procedures;
7. Providing access to exception reporting and data as requested by the CHA or by other CHA contractors;
8. Attending meetings called by the CHA or other CHA contractors;
9. Obtaining the CHA's prior approval to present work performed (or any derivative of work performed) at the CHA at conferences, presentations, industry meetings or similar meetings;
10. Not initiating communications with families or owners that fall outside the Contractor's area(s) of responsibility, and expeditiously redirecting any incoming communications from families or owners outside the Contractor's area(s) of responsibility to the other HCV Program contractors.

The Contractor's failure to provide reasonable and timely cooperation shall be sufficient grounds for default under the Agreement and shall not be subject to the provisions of paragraph no. 3 of the General Conditions (as set forth in Exhibit C).

**B.** If the Agreement or any portion of the Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make every effort to assure: (i) an orderly transition to the CHA or another person or entity, (ii) orderly demobilization of its own operations in connection with the Contractor's Services, (iii) uninterrupted provision of the Contractor's Services during any transitional period required by the CHA, and (iv) compliance with requests and requirements of the CHA in connection with the termination or expiration of the Agreement. Nothing herein shall be construed to affect the Termination for Convenience provisions set forth in Section 8.03.

**C.** No less than 90 days prior to the expiration of the Agreement or termination of the Agreement, the Contractor shall take the following actions for the benefit of the CHA:

1. Provide a list of all subcontractors.
2. Provide a copy of the most recently performed inventory of all CHA Property and Contractor Property and a list of any property that has been either acquired or disposed of since the date of the most recently performed inventory.
3. Provide access to necessary data files, operational procedures and data and documentation in the Contractor's possession related to the Contractor's Services, which the CHA has a right to pursuant to the Agreement or any applicable laws.
4. Make arrangements for the return of all CHA Property, CHA Documents, and all other CHA confidential or proprietary information in the Contractor's possession.

5. Work with the CHA to identify all other information, materials and resources the CHA desires to receive.

#### **Section 10.11 Waiver**

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

#### **Section 10.12 Flow-Down Provisions**

The Contractor shall flow down the following provisions of the Agreement and General Conditions to its contracts with subcontractors: 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.

#### **Section 10.13 CHA Inspector General**

Each party to the Agreement hereby acknowledges that pursuant to 310 ILCS 10/8, the Inspector General of the Chicago Housing Authority has the authority to conduct certain investigations, and that the Inspector General shall have access, without limitation, to all information and personnel necessary to conduct those investigations. It is the duty of the Contractor and its subcontractors to cooperate with the CHA Inspector General in any investigation or hearing undertaken. The Contractor must flow down this provision in its contracts with their subcontractors and require agreement and compliance with the same.

#### **Section 10.14 Compliance with CHA Policies**

The Contractor shall comply with the applicable provisions of all CHA policies including, but not limited to:

- Ethics Policy
- CHA Minimum Wage Policy


### **ARTICLE 11. COMMUNICATION AND NOTICES**

#### **Section 11.01 Communication Between the Parties**

All oral and written communication, including required reports and submissions between the Contractor and the CHA, shall be through the CHA's Director or his/her designee, 60 E Van Buren St., 10th Floor, Chicago, IL 60605. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process for 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.

IN WITNESS WHEREOF, the CHA and the Contractor have executed the Agreement on the date as first written above.

**CHICAGO HOUSING AUTHORITY**

By:   
Dionna Brookens  
Chief Procurement Officer  
Department of Procurement and Contracts

**CVR ASSOCIATES INC.**

By:   
Fradique A. Rocha  
Co-CEO

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

By:   
James Bebley  
Chief Legal Officer

## **Section 11.02 Notices**

Any notices sent to the Contractor shall be mailed by certified mail return receipt requested and postage prepaid, via hand delivery, or prepaid overnight courier with signed receipt requested to:

CVR Associates, Inc.  
2309 MacDill Avenue, Suite 200  
Tampa, Florida 33629  
Attention: Ana Vargas, Co-CEO

Any notices sent to the CHA shall be mailed by certified mail return receipt requested and postage prepaid, via hand delivery, or prepaid overnight courier with signed receipt requested to:

Chicago Housing Authority  
Chief Executive Officer  
60 E. Van Buren St., 10<sup>th</sup> Floor  
Chicago, Illinois 60605  
Attention: Chief Housing Officer

With copies to:

Office of the General Counsel  
Chicago Housing Authority  
60 E. Van Buren St., 12<sup>th</sup> Floor  
Chicago, Illinois 60605  
Attention: Chief Legal Officer

## **ARTICLE 12. AUTHORITY**

### **Section 12.01 CHA's Authority**

Execution of the 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 Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

### **Section 12.02 Contractor's Authority**

To the extent applicable, execution of the Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, or the signature(s) of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all the terms and conditions of the 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.