



CHICAGO HOUSING AUTHORITY ("CHA")
REQUEST FOR PROPOSAL ("RFP") EVENT NO. 3032 (2021)
for
LEASING OPPORTUNITY
at
Lathrop, FIC & Taylor

Required for use by
Charles A. Hayes Family Investment Center (FIC)

ISSUED ON: THURSDAY, APRIL 22, 2021
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS
PROPOSALS MAY BE RECEIVED PRIOR TO, BUT NOT LATER THAN,
MONDAY, MAY 24, 2021 at 1:00 P.M., CST

Sealed proposals must be received, and time stamped no later than the date and time listed in the solicitation and submitted in sealed envelopes or packages. The outside of the envelope must clearly indicate the Respondent name and address, name of the project, the time and date specified for receipt.

PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME

Respondent Name: _____

Contact Name: _____

Contact Telephone: _____

Contact Email: _____

This selection process is unique to the Scope of Work described herein and notwithstanding any other proposal, qualification or bid requests provided by the Chicago Housing Authority. Proposers must comply with the requirements as defined in this RFP.

Tracey L. Scott
Chief Executive Officer

Sheila Johnson
Deputy Chief Procurement Officer

www.thecha.org

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KEY INFORMATION

1. **RESPONDENT CONTACT WITH THE CHA:** The Procurement Specialist identified below is the sole point of contact regarding this RFP from the date of issuance until selection of the successful proposer(s).

Nena Snow, Procurement Specialist
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60605
E-mail: nesnow@thecha.org

2. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the CHA reserves the right to change the dates.

- Date of Issuance..... Thursday, April 22, 2021
- Pre-Proposal Conference..... Thursday, May 6, 2021 at 10:00 AM CST
 - CHA encourages all interested firms to attend the Pre-Proposal Conference. Realtime online viewing is available. To view the Pre-Proposal Conference online visit <http://bit.ly/RFP3032leasingopportunity>
- Questions Due Date and Time Monday, May 17, 2021 by 10:00 AM, CST
- Proposal Due Date and Time..... Monday, May 24, 2021 by 1:00 PM, CST

3. **QUESTIONS**

All questions must be submitted via the Supplier Portal at <https://supplier.thecha.org>, no later than **Monday, May 17, 2021 at 10:00 AM, CST.**

Respondents shall only communicate with the Procurement Specialist regarding this RFP and the proposal submitted under it. Questions will be answered to all Respondents, in the form of an Addendum to the RFP if the CHA determines that it is in their best interest. Any questions received after the above-mentioned due date and time will likely be unanswered. The CHA reserves the right, at its sole discretion, to respond to such questions.

4. **SUBMISSION INFORMATION**

Electronic Submission: The CHA requires Respondents to submit an electronic proposal for the above-described Event. Respondent shall upload all documents via the CHA Supplier Portal at: <https://supplier.thecha.org>. Electronic proposal submissions only require one (1) copy. Each submittal section of the electronic proposal shall be labeled and separated into a different file as described in "ARTICLE VI Submittal Requirements."

Note: There is no file capacity size when uploading attachments in the Supplier Portal. If you receive an error message that states the "Maximum size is: 50" while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more than 50 characters. For questions or assistance with the Supplier Portal, please contact Harriet Herron-King, Procurement Coordinator, HHerron@thecha.org.

Manual Submission: The CHA is currently not accepting manual submissions. Until further notice, electronic submissions will be the only form of submissions accepted by the CHA.

Respondent shall bear all costs of responding to this solicitation

Respondents may select one (1) or as many as three (3) locations to submit a proposal, indicate below the proposed location by marking an X on the line.

_____ Lathrop

_____ FIC

_____ Taylor

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ARTICLE I INTRODUCTION

The Chicago Housing Authority (“CHA” or “Authority”) is a municipal corporation established in 1937 pursuant to the Illinois Housing Authority Act, 310 ILCS10/1, et seq., to administer federal housing programs to provide temporary housing for people with incomes insufficient to obtain “decent, safe and sanitary” dwellings in the private market. Today the CHA’s mission is to ensure the provision of affordable housing opportunities in a variety of communities for lower-income households.

The CHA receives certain funding from the United States Department of Housing and Urban Development (hereinafter, “HUD”) and is entitled to apply for funding to acquire, construct, modernize, maintain, and operate public housing. In addition, the CHA administers several programs funded and regulated by the State of Illinois and the City of Chicago. These programs are parallel to federal housing programs and include conventional, rental assistance and community development components.

CHA is the second largest public housing agency in the United States and has been fully engaged in completing the Plan for Transformation since 2000. CHA continues to make progress fulfilling its obligations under the original Plan for Transformation and to pursue new strategies to benefit residents, communities, and the agency.

A. DEFINITIONS

1. “Business Day” means Monday through Friday, excluding Federal or state holidays.
2. “Calendar Days” means a day, relating to any day of the week, month or year.
3. “Lease” means the agreement entered into between the CHA and the “Selected Respondent” resulting from the RFP.
4. “Contracting Officer” means the Chief Procurement Officer of the CHA Department of Procurement and Contracts or such other party as the CHA may designate.
5. “Competitive Range” means the scoring range as determined during the evaluation process for competitive negotiation, which includes only those Respondent’s proposals considered to have a reasonable chance of being selected for award and who are therefore chosen for additional discussions and negotiations.
6. “Monthly Rent” shall mean the amount Lessee is to pay the Lessor, based on the market rental rate or the monthly rental fee proposed by the Respondent and agreed to by the Lessor.
7. “Respondent” means the firm, company, organization, vendor, etc. responding to the RFP.
8. “Selected Respondent” means the firm, company, organization, vendor, etc. awarded a lease.
9. “Services” means duties and responsibilities described in the Scope of Services/Statement of Work and any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of the Contract.

ARTICLE II INTENT AND PURPOSE

The Chicago Housing Authority (CHA) is seeking proposals from qualified firms to lease space for the purpose of providing social service programs. Programming may include but not limited to before and/or after school care, cultural enrichment, childcare, educational programs etc.

Respondents must submit a proposal that addresses all components of this RFP. CHA reserves the right to select one or more Respondents as a result of this solicitation.

CHA anticipates it will award a lease agreement for a base period of one (1) year, and reserves the right to extend the lease, at its sole discretion for up to four (4) additional one-year lease periods. No lease agreement will be made to a Respondent that is on the list of Selected Respondent(s) ineligible to do business with CHA or the Federal Government, as furnished from time to time by HUD.

ARTICLE III BACKGROUND

Lathrop 2915 N. Leavitt Chicago, IL

It is the mission of the CHA to establish ongoing opportunities catered to the success of the youth within the communities. The Chicago Housing Authority (CHA) has been given the task to provide social support services to at-risk youth in the Lathrop community. The Authority currently has contracted firms that offer community service programming to several neighborhoods around the Chicagoland Area.

Charles A. Hayes Family Investment Center (FIC) 4849 S Wabash Chicago, IL

It is the mission of the CHA to establish ongoing opportunities catered to the success of the Early Head Start program within the CHA communities. The CHA is responsible for providing services that support at-risk mothers in the Bronzeville community. The authority currently has contracted firms that offer community service programming to several neighborhoods around the Chicagoland Area.

Taylor 37 W. 47th Street Chicago, IL

It is the mission of the CHA to establish ongoing opportunities catered to the success of the pre and post-natal care programs within the CHA communities. The CHA is responsible for providing services that support at-risk mothers in the Bronzeville community. The Authority currently has contracted firms that offer community service programming to several neighborhoods around the Chicagoland Area.

ARTICLE IV SCOPE OF SERVICES/STATEMENT OF WORK

A. Scope of Services

Lathrop

The Selected Respondent(s) shall lease the property located at 2915 N. Leavitt Chicago, IL., for the purpose of providing social service program(s), to participating youth of the Lathrop community, including afternoon and early evening hours during the school year and throughout the day, and early evening hours during the summer months. Programming may include educational services, social and cultural services, recreational activities, physical fitness programs and personal, citizen and leadership development

programs. Programming must be offered during afternoon and evening hours during the school year (i.e. After School Programming) and throughout the day and early evenings during summer months(i.e. Summer Programming).

FIC

The Selected Respondent(s) shall lease the facility located at 4859 South Wabash Ave. Chicago, IL., at the market rent rate to provide Early Head Start Programs. There is approximately 6,939 square feet of office space for usage.

The ideal outcome is to fill that space with Early Head Start programs that serves pregnant women and children from birth to age three. Service families with low income, according to the Poverty Guidelines published by the Federal government, who are eligible for Head Start and Early Head Start services. The prioritization are children in foster care, homeless children, and children from families receiving public assistance and CHA residents.

The Selected Respondent(s) shall offer programming that includes, education, employment, housing, food/nutrition, health, mental health, and financial literacy. Participants in the services will have access to support programs and activities at the Center including: Prenatal and parent group meetings socialization with other children, breast-feeding classes, yoga and fitness for pregnant women, literacy events, community baby showers and male involvement events.

The Early Head Start program must offer a variety of opportunities to all participants.

Taylor

The Chicago Housing Authority (CHA) is seeking proposals from a non-profit organization to occupy approximately 2,500 square feet of space. The Selected Respondent(s) shall lease the facility located at 37 W. 47th Street Chicago, IL. The program shall be for pre and post-natal (postpartum) case management services for “at risk” low income pregnant women and teenage girls requiring support during pregnancy and thereafter. Support service may include but not limited to, completion of Medicaid applications, completion of WIC applications, completion of Snap applications, referrals for subsidize housing, referrals for temporary housing, medical referrals to clinics and other FQHCs, as appropriate.

B. Statement of Work

1. Program Services

The Selected Respondent(s) shall provide program services for the community. Each location herein the scope of services offers a detailed description of the programming expectation. Respondents must have a documented comprehensive safety policy in place to protect youth, including mandatory background checks for employees.

2. Lease Rent

The Selected Respondent will be responsible for costs associated with utility expenses and program operations.

3. Rent Adjustment

As a commensurate benefit for serving a majority of CHA youth, the CHA will consider a reduced monthly fee. The Selected Respondent(s) will be required to demonstrate the value of services provided to CHA residents at least annually (Attachment D Fee Proposal Form). If the value of services provided to CHA residents does not equal the value of reduced rent, the lease terms will be re-negotiated, the rent may be increased. Rent may also be subjected to an annual rent escalator or adjusted based on not serving CHA participants.

4. Reporting Requirements

Selected Respondent shall provide CHA with such information as may be reasonably requested by CHA, no less frequently than annually, relating to the types of programming available, the number of slots available for each program, the actual cost of each program, the number of CHA residents served in each program and the total monetary value of programming provided at no cost to CHA residents and CHA.

5. Security Deposit

Selected Respondent must agree to pay a security deposit equal to one (1) month's rent upon execution of the lease.

6. Property Condition

All property is being leased "As-Is." The CHA will not renovate or modify the existing space.

7. Property Description

Lathrop- 2915 N Leavitt is a two-story 12,100 square feet building that includes office spaces, classrooms/multipurpose rooms, restrooms, a basketball gymnasium and storage rooms. On the first floor are 4 office spaces (300 SF), 4 classrooms/multipurpose room (2000 SF), 1 large open multipurpose room (1140 SF), basketball gymnasium (4756 SF) and ADA restrooms and locker rooms. On the second floor, there are 3 classroom/multipurpose rooms (1651 SF).

FIC- 4859 S Wabash Ave. is a two-story building with 6,939 square feet of available office space located on the second floor. The space consists of a conference room, kitchenette/meeting space, unisex restroom, several offices, reception area, a breakroom, and an open activity area.

Taylor- 37 W. 47th Street is approximately 2,500 square feet of space that includes a conference room, lobby, classroom, kitchen, activity room, storage, playground in the rear of the building, and restrooms.

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ARTICLE V GENERAL INSTRUCTIONS

A. Acceptance of Proposals

Proposals in response to this RFP may be received (electronically) through the CHA Supplier Portal or by paper (manually) must be signed, sealed and received in complete form at the CHA's Department of Procurement and Contracts located at 60 E. Van Buren St., 13th Floor, Chicago, IL 60605 no later than the proposal submission date and time. **Proposals submitted after the designated date and time will not be accepted for any reason and shall be returned, unopened, to the originator.**

The CHA reserves the right to accept or reject any or all proposals, issue addenda, or to waive any informalities. A Respondent whose proposal fails to fully comply with the requirements of the RFP may be determined to be nonresponsive and excluded from further consideration.

B. Time for Receiving Proposals

Proposals received prior to the due date and time will be maintained in a secure place, unopened. No proposal received after the deadline set forth on the cover page of this RFP will be considered. Proposals will not be publicly opened. Once submitted, proposals will become the property of the CHA.

C. Right To Cancel

The CHA reserves the right to cancel this procurement process whenever the best interest of the CHA is served. The CHA shall not be liable for costs incurred by Respondents associated with this procurement process.

D. Addenda

Any interpretations, corrections, or changes to the RFP will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Respondents' and posted on the CHA's Supplier Portal at: <https://supplier.thecha.org> and noticed on the CHA website. It is the responsibility of the Respondent to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the cover letter of the response. If the CHA determines this RFP should be modified, it will inform all prospective Respondents by distributing addendum/addenda to this RFP before the date set for receipt of proposals.

E. False Statements

Any false statement(s) made by the Respondent (s) will void the response and eliminate the Respondent(s) from further consideration.

F. Withdrawal of Proposals

Proposals may be withdrawn by written or faxed request that is dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt. A written withdrawal of a Proposal must be accompanied by a signed confirmation of the faxed withdrawal, placed in the mail and postmarked by the Respondent, prior to the time set for opening of Proposals. A Respondent's negligence in preparing a Proposal creates no right of withdrawal or modification after the date and time set for opening of the Proposals.

G. Assignment of Lease

The CHA will award one lease according to the Evaluation Criteria contained in this RFP to responsible and responsive Respondents, provided their proposals are in the best interest of the CHA. The Selected Respondent(s) will be notified at the earliest practical date. Leases are subject to HUD approval. No Lease may be made to a firm or entity that is on the list of contractors ineligible to do business with the CHA or the United States, as furnished by HUD.

The CHA reserves the right to reject any and all proposals and reserves the right to award the lease solicited by this RFP by means of a non-competitive procurement in accordance with §2 CFR 200.320 (f)(4) or to re-solicit competitive proposals.

H. Notice of Lease Assignment

Unsuccessful Respondents will be notified in writing after lease assignment has been made by the Contracting Officer and/or Board approval if required.

I. Right to Protest

In accordance with CHA's Procurement Protest Procedures (copies may be obtained by contacting the department of Procurement and Contracts), all protests regarding this solicitation document must be filed no later than five (5) business days before the due date for proposals. All other protests regarding the evaluation of proposals or lease assignment by the Authority must be filed no later than ten (10) business days after the notice of contract award. Any protest filed after such date will not be considered.

J. Preparatory Costs

All costs incurred in the preparation and presentation of Proposals shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each Proposal will become the property of the CHA unless otherwise indicated by the Respondent at the time of submission. The CHA is not liable for any costs incurred by any Respondent prior to issuance of a Notice to Proceed.

K. Confidential Material

Any material submitted by a Respondent as part of a proposal that is to be considered confidential must be clearly marked as such but may be subject to disclosure under applicable law.

L. Disclosure Certification

The Respondent shall be required to make the following certification, which is include in the Contractor's Affidavit, a required submittal to be executed and notarized.

The Respondent certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this lease, meet the Agency requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations, and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Lessee becomes aware of such information, it must immediately disclose it to the agency.

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ARTICLE VI

SUBMITTAL REQUIREMENTS

A. Format

Respondents shall present their proposals as a firm offer which, if accepted by the CHA in its entirety, shall be binding between the parties. Electronic responses submitted via the CHA Supplier Portal at <https://supplier.thecha.org> only requires one (1) version. Each submittal section of the electronic proposal shall be formatted, labeled and separated into a different file.

Note: There is no file capacity size when uploading attachments in the Supplier Portal. If you receive an error message that states the "Maximum size is: 50" while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more than 50 characters.

For a manual submission, each Respondent is required to submit one (1) package of original materials; one (1) original copy of the material on plain paper; one (1) copy of the Technical Proposal on CD or USB and (1) copy of the Fee Proposal Form on a separate CD or USB. The proposals must be typed on standard 8 ½ x 11, letter size paper with **printed material on one side only**. Please include the following in the proposal in the order that is listed, separated by a tab insert identifying the section title as listed below. **Copies of proposal on CD or USB shall include a separate file (e.g. .doc, .pdf) for each submittal section below.** Respondents are encouraged to organize their submittal in such a way as to follow the submittal requirements listed herein.

Proposals not containing the following submittal requirements may be deemed non-responsive to this RFP:

B. Letter of Interest

A cover letter shall be submitted on the Respondent's letterhead, signed by a principal and the joint venture partner, if applicable. The cover letter must identify the type of business of the Respondent and succinctly detail the Respondent's interest in leasing the property. The cover letter must indicate that the offer is good for at least one hundred twenty (120) days. The cover letter shall include the name of the Respondent, its legal status (e.g., partnership, corporation if a corporation, the State of incorporation), sole proprietorship, etc.) the location of the Respondent's principal place of business, including any joint venture partners as they pertain to the RFP, and a brief narrative description of the Respondent's professional services as they relate to the RFP. In the cover letter, the Respondent shall also include an acknowledgement that the Respondent has read and understands the requirements of the RFP including, but not limited to, the attached insurance requirements (refer to Attachment B) and will comply with these requirements if awarded a lease.

C. Qualifications and Experience

1. The Respondent shall submit evidence of the firm's type of business, current business hours and types of programming available.
2. The Respondent must describe its qualifications, resources and experience as it pertains to the requested services. The respondent must identify any location (s) that the Respondent currently or previously provided the same or similar services identified in this RFP, and the timeframe during which the services were/are being provided.
3. Respondent's proposal **shall** include the following information: (1) the legal name of the Respondent's Entity, (2) a description of the primary area of expertise of the firm, (3) the names of the Respondent's Entity principal(s), (4) the address, telephone number and names of individuals to be contacted, (5) the size of the enterprise,

(6) all of the firm's registration/license numbers(s) in Illinois, (7) the length of time the firm has worked in its area of expertise generally, and in Illinois if different for a different length of time, and (8) the firm may submit a general brochure of their work.

D. Approach/Work Plan

The Respondent must provide a narrative describing its proposed programming and benefits to CHA youth who may participate in programs to be offered. Respondents should address the information outlined below:

1. The Respondent shall clearly articulate in the work plan how it will provide the required programs/services as outlined in the Scope of Services/Statement of Work, including an overview of Programming. If applicable, joint ventures, shall clearly identify in the work plan the roles and responsibilities of each party to the jointventure.
2. The Respondent shall demonstrate in the approach/work plan that it understands the Scope of Services/Statement of Work and all requirements to lease the property.
3. The Respondent shall provide the estimated value of the programs/services, and the estimated number of slots available for each program/service. The respondent shall include an estimated value of providing the programs and services.
4. The Respondent shall demonstrate ability to adhere to the CHA Reporting Requirements outlined in the statement of work.
5. The Respondent shall describe, in detail, their documented comprehensive safety policies in place to protect program participants, including mandatory background checks for employees.

E. Leasing History with the CHA

Respondent must list, and briefly describe any history with leasing property from the CHA, including the specific programs/services provided at the property for CHA residents. The project descriptions shall include, at a minimum, the scope of work performed, the location, dollar value, and list the Respondent's key personnel on the project.

F. References

Respondents must provide a reference letter from at least three (3) current or former business clients **not including current CHA staff**, who can address the Respondents' specific capabilities as they relate to leasing a property the requirements of this RFP, including the references' names, addresses, telephone numbers, fax numbers, e-mail address, and contact persons. Respondent references should provide the nature of business and the timeframe of when the services were performed.

G. Organization Structure and Key Personnel

1. The Respondent must provide the name and resume of the program executive that will be accountable for leasing of the CHA property.
2. The Respondent must provide an organization/structure chart and include its key technical and consulting personnel who will be assigned to administration of the programs from the leased space, along with their resumes and provide the following information including, but not limited to:

- i. Detail concerning each primary team member who will work with the Respondent at the leased property. List the programs/services that each primary team member may be working on during the term of the lease and indicate which team member will have primary responsibility for the CHA account.

H. Insurance (refer to Attachment A)

The Respondent must submit a current certificate of insurance in the form required by this RFP. At the time of lease negotiation, the Selected Respondent shall be required to provide an updated certificate of insurance, and all required endorsements adding the CHA and any other required party as an additional insured at contract award that meets the CHA's minimum insurance requirements.

I. Liens, Suits and Judgments

Respondents shall include a detailed description of any disputes they currently are involved in, as well as, a complete list of any lawsuits, judgments occurring within the last five (5) years, and all current liens pending. Indicate **N/A** if Respondent does not have any disputes described above.

J. Audit Findings and Other Compliance Reports/Evaluations

Respondents shall submit to the CHAs Department of Procurement and Contracts any third party reports or evaluations of Respondents' compliance with any applicable laws, rules, regulations, policies procedures, contract provisions, or requirements with respect to Respondents' performance of services similar in nature to those being solicited by this RFP in the past five years, including, but no limited to, any and all final findings made by the Office of the Inspector General ("OIG") or Internal Auditor including (including those conducted by CHA's Inspector General and/or CHA's Internal Auditor) with respect to Respondents' performance of services, compliance with terms of the contract, findings in an Administrative or Internal Investigations, or any findings of failure to cooperate in an OIG inquiry or with internal Auditors. Indicate **N/A** if Respondent does not have any findings described above.

K. Debarment Statement

Respondent shall submit a statement that the Respondent, its joint venture partner, if applicable, its subcontractors, vendors and staff are not debarred, suspended or otherwise prohibited from conducting business with any Federal, State or local agency.

L. Financial Information

The Respondent/Financially Responsible Party is required to demonstrate its financial responsibility by submitting at minimum, the most recent two years of compiled financial statements. It is preferred that such statements are audited, reviewed or prepared by a third party licensed Certified Public Accountant (CPA).

The Respondent must provide Financial Statements, which are compiled, reviewed and/or audited as defined below and which consist of:

- Accountant's Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes (if applicable)

CHA will also evaluate the respondents based upon analysis of third-party reporting agencies, regulatory agencies, bureaus, etc., as it deems necessary to determine the financial adequacy of the respondent entity and confirm that the entity is in good financial standing with governmental agencies.

Other considerations in the evaluation of the financial condition of Respondents follow:

- Financial statements must be from a legal business entity (i.e. corporation, partnership, LLC, etc.).
- Newly created entities (partnerships, LLC's, etc.) must provide financial statements from the entity's general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the contract.
- Internally prepared business entity financial reports generated by the respondent will not be accepted.
- Personal financial statements or tax returns will not be accepted.
- The CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

M. Submittal Requirements Checklist

The following documents properly executed and notarized, if applicable shall be submitted with Respondent's proposal. **Proposals not containing ALL submittal requirements may be deemed Non-Responsive.** These documents can be located on the CHA website at: <http://www.thecha.org/doing-business/forms-and-documents/>

1. Economic Disclosure Statement (DPC)

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ARTICLE VII

EVALUATION PROCESS

Proposals will be scored on a (100)- point scale by an evaluation committee scoring the technical criteria in accordance with the evaluation criteria set forth below. The CHA will select the responsive and responsible Respondent whose proposal conforms to the solicitation and provides the best service value to CHA.

EVALUATION CRITERIA	MAXIMUM POINTS
QUALIFICATION AND EXPERIENCE (TECHNICAL): <ul style="list-style-type: none">The Respondent must describe its qualifications, resources and experience as it pertains to the requested services. The respondent must identify any location (s) that the Respondent currently or previously provided the same or similar services identified in this RFP, and the timeframe during which the services were/are being provided.	30
EXPERIENCE AND PAST PERFORMANCE (TECHNICAL): <ul style="list-style-type: none">Respondent possesses verifiable experience and demonstrate successful execution and administration of current and/or previous youth-oriented programs/services in a leased space/property. (30 Points)	30
APPROACH AND WORK PLAN (TECHNICAL): <ul style="list-style-type: none">Quality of the work plan for program administration in a leased property. (10 Points)Quality of description of After School Programming and Summer Programs (10Points)Respondent provides the estimated value of programs/services provided to CHA (10points)Respondent demonstrates ability to adhere to CHA Reporting Requirements outlined in the Statement of Work. (10 points)Respondent describes their comprehensive safety policies in place to protect youth. (10 points)	25
ORGANIZATION STRUCTURE AND KEY PERSONNEL (TECHNICAL): <ul style="list-style-type: none">Submit personnel profiles including job functions for each of the key technical personnel and key support personnel committed to the proposed programs to be delivered at the leased property. (20 Points)	15
TOTAL COMBINED POINTS	100

After the evaluation committee has evaluated and scored the Respondents proposals submitted in response to the RFP, the CHA may also require further information or clarification from the Respondents in the competitive range regarding their proposals prior to any presentations/discussions.

The CHA, however, reserves the right to make its decision to award a contract based solely on the written submitted Proposals without any requests for presentations, formal interviews, or further discussions.

The objective of the clarifications/discussions is to answer questions, clarify issues, and/or provide additional information regarding a Respondent's proposal.

The CHA reserves the right to reject any and all proposals and reserves the right to the lease solicited by this RFP by means of a non-competitive procurement in accordance with §2 CFR 200.320 (f)(4) or to re-solicit competitive proposals. For the purpose of efficiency and economy the CHA has the right to limit the number of Respondents in the competitive range.

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ARTICLE VIII

STANDARD LEASE AGREEMENT

Upon award, the Selected Respondent(s) will execute CHA's Lease Agreement. A Respondent shall include, as part of its cover letter for its proposal to the CHA, an acknowledgement that it has read, understands and accepts the terms and conditions of the Lease. If there are any terms and conditions to which the Respondent has objections, such objections and the specific section numbers must be noted in the cover letter. The Respondent's proposed alternative language, if any, must be included as an attachment to the cover letter and such requests for revisions will be taken into consideration when determining a Respondent's responsiveness to the RFP. A Respondent who fails to provide objections and propose alternative language shall waive its right to subsequently object to any terms of the lease if awarded by the CHA (refer to Attachment G).

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ARTICLE IX BRIBERY, PRICE FIXING, OR FRAUD

No person or business entity shall be awarded a contract or subcontract for a period of five years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

- A. has been convicted of an act committed of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in that officer's or employee's official capacity; or
- B. has been convicted of 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; or has been convicted of an act of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act (15 U.S.C. §1 et seq.) or under the laws of the State of Illinois; or
- C. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district; or
- D. has made an admission of guilt of such conduct as set forth in subparagraph A through C above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offense admitted to; or
- E. has entered into a plea of nolo contendere to charges of such conduct, as is set forth in subparagraphs A through C above.

For purpose of the Paragraph, "business entity" means a corporation, partnership, trust, association, unincorporated business or individually owned business. Where an official, agent or employee of a business entity committed the acts as set forth in subparagraphs A through E above on behalf of such entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct and be disqualified.

A business entity shall also be disqualified if it employs as an officer any individual who was an officer of another business entity at the time the latter committed a disqualifying act as set forth in subparagraphs A through D above.

A business entity shall also be disqualified if any owner directly or indirectly controls 20% or more of the business entity and was an owner who directly or indirectly controlled 20% of another business entity at the time, such business entity committed a disqualifying act as set forth in subparagraphs A through C above.

Any contract found to have been awarded in violation of this Paragraph may be voided at the discretion of the CHA.

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ARTICLE X. ATTACHMENTS

The following documents are incorporated as attachments to this RFP:

- A.** Insurance Requirements
- B.** Standard Lease Agreement
- C.** Exhibit - 2915 N. Leavitt Facility Drawings

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Attachment A

Insurance Requirements

INSURANCE REQUIREMENTS

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

Insurance Requirements are applicable to All Contracts/Purchase Orders with the exception of Supply and Delivery contracts and purchase orders as approved by CHA Risk Management.

The Vendor shall furnish the Chicago Housing Authority (CHA) with satisfactory evidence (subject to approval from the CHA) that it has the following insurance coverage.

- (a) **Workers' Compensation** - Statutory Limits {Coverage A) and Employer's Liability (Coverage B) in an amount of not less than \$500,000/\$500,000/\$500,000. The foregoing notwithstanding, the Workers' Compensation insurance requirement may be waived in the event the Vendor warrants in writing that it shall not be using any of its employees in connection with its event and Vendor indemnifies and holds the Chicago Housing Authority, its officers, board members, property managers and employees, harmless from and against any and all claims for workers' compensation by any of Vendor's employees.
- (b) **Commercial General Liability Insurance**-in the amount of not less than \$500,000 per occurrence with an Aggregate of not less than \$1,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Vendors agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Vendor's policy and such insurance will be endorsed as primary and non-contributory with any other Insurance available to the CHA.
- (c) **Automobile Liability Insurance** - when any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$500,000 per occurrence CSL, for Bodily Injury and Property Damage. The CHA is to be endorsed as an additional insured on the Vendor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA. The foregoing notwithstanding, Auto Liability insurance requirement may be waived in the event the Vendor warrants in writing that no automobiles or other vehicles will be used in connection with the project or contract and Vendor indemnifies and holds the Chicago Housing Authority, its

officers, board members, property managers and employees, harmless from and against any and all claims involving an automobile or other vehicle owned or used by Vendor in connection with the project or contract.

- (d) Professional Liability Insurance - when required by Scope of Work, insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- (e) Excess Liability if applicable, is to follow the form of all primary coverage requirements as outlined above in the amount of not less than the amount necessary to satisfy the primary coverage requirement.

OTHER INSURANCE REQUIREMENTS

Chicago Housing Authority reserves the right to modify these requirements or increase limits based on the scope of work for each contract. Modifications will be determined upon contract review by CHA Risk Management Department.

When any pollution or environmental exposure is performed in connection with the contract the applicable pollution liability insurance will be required. Pollution Liability insurance covering any bodily injury liability or property damage liability, arising out of pollutants including hazardous materials such as asbestos, lead, contaminated soil, etc. including while in transit to a permanent disposal facility which may arise from activities under or incidental to the contract will be required.

MUST BE INCLUDED ON ALL CERTIFICATES:

- 1) **Certificate** Holder: **Chicago Housing Authority, 60 E Van Buren, Chicago IL 60605**
- 2) Solicitation number or Contract number and/or the title of the Project or Service
- 3) CHA must be **endorsed as an additional insured** on the **Vendor's general/auto** liability policy and such **insurance will be primary** and **non-contributory** to any **other** insurance **available to the CHA.**

A current Certificate of Insurance is to be emailed (unsecured, readable PDF format) to the attention of the Procurement Specialist identified in the solicitation as the sole point of contact.

The Certificate of Insurance evidencing the required coverage shall be in force on the Effective Date of the Contract. Upon request, copies of the endorsement(s) adding the CHA to Vendor's policy as an additional insured may be required. The required documentation must be received prior to the Vendor commencing work under this Agreement. Renewal Certificates of Insurance, or such similar evidence, is to be received by the Procurement Specialist in the Procurement and Contracts Department prior to expiration or

renewal date occurring during the term of this Agreement or extensions thereof. At the CHA's option, non-compliance will result in (1) all payments due the Vendor being withheld until the Vendor has complied with the Agreement; or (2) the Vendor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Vendor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE VENDOR COMMENCING WORK AT THE DESIGNATED CHA LOCATION,

If any of the required insurance is underwritten on a claim 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 Vendor shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Vendor. The Vendor shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Vendor shall provide the CHA a thirty (30) day notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.

The Vendor shall require all subcontractors to carry the insurance required herein or the Vendor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

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



Attachment B Standard Lease Agreement

COMMERCIAL LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this _____ day of _____, 20 between the **CHICAGO HOUSING AUTHORITY** ("**Landlord**"), an Illinois municipal corporation, organized and existing under the laws of the State of Illinois and the _____ ("**Tenant**"), an Illinois not-for-profit corporation.

In consideration of the terms and covenants of this Lease, and for other good and valuable consideration, the parties agree as follows:

1. Leased Property

Subject to the terms and conditions of this Lease, Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord that portion of the real property depicted on Exhibit A attached hereto (the "**Premises**") located within the building at 2915 N. Leavitt, Chicago, Illinois (the "**Building**"), subject to all existing easements, covenants, conditions and restrictions of record. Tenant shall have the non-exclusive right during the term of this Lease to use the common areas of the Building owned by Landlord and depicted Exhibit A.

2. Term

The term of this Lease shall commence on _____ (the "**Commencement Date**") and end on _____ unless sooner terminated, as otherwise provided in this Lease.

3. Rent

Tenant shall pay to Landlord the rental rate stated below, which rental rate is a gross rate that includes the base rent for the Premises and general operating expenses associated therewith, but excludes such other charges as expressly set forth in this Lease (the "**Rent**"). Tenant shall pay rent to Landlord at the following address: Chicago Housing Authority, Attention Treasury Department, 60 East Van Buren St., 11th Floor, Chicago, Illinois 60605, or any other department Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

LEASE TERM

MONTHLY*

***Utilities billed separately.**

Each monthly installment of Rent shall be paid in advance promptly on the 1st day of each month, without any abatement, set off or deduction or further demand, except that Tenant, at the time of execution of this Lease, shall pay the installment due for the first full month of the Term and for any initial fractional month of the Term. The covenant to pay Rent shall be independent of every other covenant in this Lease. If the Term commences other than on the first day of a month or ends other than on the last day of the month, the Rent for that month shall be prorated. Any amounts other than Rent that become due and payable under this Lease shall be paid as called for herein. Unpaid Rent (or as much of the Rent as may remain unpaid from time to time) shall bear interest at 15% percent per annum from the date due until paid. Landlord's right to receive this interest shall not, in any way, limit any of Landlord's other remedies under this Lease or at law or in equity. Tenant shall also pay a late charge of \$25 on any installment of Rent that is paid made more than ten (10) days after its due date in order to compensate Landlord for administrative and collection costs, and not as a penalty, which Tenant acknowledges Landlord will incur by failure of Tenant to pay its Rent in its entirety and in a timely manner.

4. Security Deposit

In addition to its other monetary obligations hereunder, Tenant agrees to pay Landlord a security deposit equal to one (1) month's Rent upon the execution of this Lease (the "Security Deposit"). Tenant shall proportionately increase the Security Deposit within thirty (30) days of any increase in the Rent. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the provisions of this Lease, without any obligation on Landlord's part to pay any interest thereon. In no event shall Tenant have the option to use the Security Deposit to pay Rent due to Landlord.

If, at any time during the Term of this Lease, any of the Rent due Landlord shall be overdue, then Landlord may apply all or any portion of the Security Deposit to the payment of the overdue Rent; Landlord may also apply all or any portion of the Security Deposit to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant's breach or default of a provision of this Lease. Such use of the Security Deposit by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease, or at law or in equity. If all or any portion of the Security Deposit is so applied by Landlord for the payment of overdue Rent or other sums due and payable to Landlord by Tenant or to compensate Landlord for loss or damage sustained by Landlord due to Tenant's breach or default of a provision of this Lease, Tenant shall, upon Landlord's demand, immediately remit to Landlord a sufficient amount in cash to restore the Security Deposit to the then required amount. Tenant's failure to restore the Security Deposit within thirty (30) days after receipt of Landlord's demand shall constitute a default of this Lease.

Landlord shall have the right to transfer the Security Deposit to any purchaser of the Premises. Upon such transfer, Tenant shall look solely to such purchaser for return of the Security Deposit, and Landlord shall be relieved of any liability with respect to the Security Deposit. Provided no Default then exists beyond all applicable notice and cure periods, the Security Deposit or any balance thereof shall be returned to Tenant within 30 days after

the expiration of the Term and vacation of the Premises by Tenant.

5. Condition of the Premises on Tenant's Taking Possession

Tenant has examined the Premises and knows its existing condition. Tenant hereby accepts the condition of the Premises in its "As-Is", "Where-Is" condition, with all faults. Tenant's taking possession of any portion of the Premises shall be conclusive evidence that such portion thereof was in good order and satisfactory condition when Tenant took possession and that all work to be done on the Premises pursuant to the terms of this Lease, if any, has been completed in accordance with the terms of this Lease and to Tenant's satisfaction. No promise of Landlord to alter, remodel, remove, improve, redecorate, or clean the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by Landlord to Tenant, unless the same is expressly stated herein or made a part hereof.

6. Use of Premises by Tenant

A. Tenant may use and occupy the Premises for the primary purpose of structured after-school, weekend, summer, school vacations and holidays programs and uses ancillary or related thereto. Tenant covenants and agrees that it shall not materially change from this primary use of the Premises without the prior written consent of Landlord.

B. Tenant shall comply with all applicable governmental laws, ordinances, codes, rules, regulations and regulatory agencies having jurisdiction over Tenant's activities and/or programs performed at the Premises, as well as applicable orders and directions of public officers thereunder, whether any of the foregoing shall be directed to Tenant or Landlord. Tenant shall not make or permit any use of the Premises or the Building, or do or permit to be done anything in or on the Premises or the Building, or bring or keep anything in the Premises or the Building, that directly or indirectly is forbidden by any of the foregoing or that may be dangerous to persons or property, or that may invalidate or increase the rate of insurance on the Building or its appurtenances, contents, or operations. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them upon reasonable prior request. Tenant shall be responsible for all costs and fees associated with Tenant's compliance of all federal, state and local laws and regulations, including any costs, fines or fees associated with Tenant's non-compliance.

C. Tenant, its invitees, employees, contractors and agents shall not exhibit, sell or offer for sale on the Premises or in the Building any article or thing except those articles and things essentially connected with the stated use of the Premises by Tenant, without the prior written consent of Landlord.

D. Tenant will not make or permit to be made any use of the Premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or which directly or indirectly is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property,

or which may invalidate or increase the premium cost of any policy or insurance carried on the Building or covering its operation, or which will suffer or permit the Premises or any part thereof to be used in any manner or anything to be brought into or kept therein which, in the judgment of Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the Building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the Building.

E. No additional locks or similar devices shall be attached to any door or window without Landlord's prior written consent. Landlord shall provide the initial door keying and keys. If more than two keys for one door are desired, Landlord shall provide the same upon payment by Tenant. All keys, identification badges, and parking permits issued to Tenant must be returned to the Landlord at the expiration or termination of this Lease.

F. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from its Premises. The halls, passages, exits, entrances, elevators, stairways and roof are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business, unless such persons are engaged in illegal activities. Neither Tenant nor any employees, agents, contractors, assignees or invitees of Tenant shall go upon the roof or mechanical floors of the Building

G. Tenant shall see that the doors and windows, if operable, of the Premises are closed and securely locked before leaving the Building and shall observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity shall likewise be carefully shut off so as to prevent waste or damage. Tenant shall be responsible for any injuries or losses sustained by other tenants or occupants of the Building or Landlord as a result of its failure to comply with these requirements.

H. Landlord shall not be liable in any way for any damage caused by the nonobservance by any other tenant of the Building of any similar covenant contained in any rules and regulations made by Landlord.

7. Utilities to be Paid by Tenant

Tenant shall be responsible for, and shall cause to be paid when due, all charges for all utilities used including, but not limited to, electricity, natural gas, domestic water and sewer supplies connections, and telephone and telecommunication equipment and services, used by Tenant, Tenant's employees, program participants, agents, visitors, officers, and contractors, at or in connection with the Premises during the term of this Lease. Tenant shall have such meters and connections installed and billed in Tenant's name and shall pay for such services separately except for natural gas, domestic water and sewer supplies

connection which will be paid as set forth below. Landlord shall not be liable for any interruptions in services, in whole or in part, caused by either; (i) repairs, renewals, improvements, changes of services or alterations; (ii) riots or insurrection, acts of God, fire, labor strikes and/or picketing laws, orders or regulations of any federal, state, county or municipal authorities, accidents or casualties whatsoever or by the act or default of Tenant or any other person other than Landlord, or by any other cause or causes beyond the reasonable control of Landlord, and shall not be deemed a default by Landlord, and shall never render Landlord liable to Tenant for damages or relieve Tenant from performance of Tenant's obligations under this Lease. Any such interruption of service shall never be deemed an eviction (actual or constructive) or a disturbance of Tenant's use and possession of the Premises.

Natural Gas and Domestic Water and Sewer

Tenant shall be responsible for, and shall cause to be paid when due, all charges for all utilities used including, but not limited to, electricity, natural gas, domestic water and sewer supplies at the following rate:

LEASE TERM

MONTHLY

8. Taxes and Assessments

Tenant shall pay when due, all applicable property or other taxes, rates, assessments, charges of every nature and kind whatsoever relative to the Premises. Tenant, at its expense, may, if it shall so desire, endeavor at any time or times, upon prior written approval by Landlord, to obtain a lowering of the assessed valuation upon the Premises for the purpose of reducing taxes thereon. Landlord will cooperate with Tenant, but without expense to Landlord, in effecting such a reduction. Landlord shall not be required to join in any action or proceeding undertaken by Tenant. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against all costs, expenses, claims, loss or damage, including reasonable attorney's fees, by reason of, in connection with, on account of, growing out of, or resulting from, any such action or proceeding.

9. Security

Tenant shall provide appropriate security in a manner that safeguards its employees, officers, agents, invitees, and program participants as well as their possessions on the Premises. Landlord shall not provide security for the Premises leased by Tenant, or for the Tenant's employees, officers, agents, invitees, program participants or any property on the Premises belonging to Tenant or persons associated with Tenant. Subject to compliance with applicable laws, Landlord shall not be liable to Tenant for any loss or damage to Tenant's property or any property of the Tenant's employees, officers, agents, invitees, or program participants

10. Rights Reserved to Landlord

Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim: (a) to change the name or street address of the Building or the suite number of the Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, and for such purposes to enter upon the Premises, temporarily close doors, corridors and other areas in the Building and interrupt or temporarily suspend services or use of common areas, and Tenant agrees to pay Landlord for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (f) to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for reoccupancy; (g) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises; and (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

11. Maintenance; Repairs; Return of Premises

A. Tenant shall, at its own expense, have sole responsibility for all maintenance, repair and security of the interior of the Premises. Tenant shall maintain and keep the Premises in good order and repair, ordinary wear and tear excepted. Maintenance includes, but is not limited to, lighting, window panes, floor coverings, lockers, doors, cabinets, chipped or cracked plaster walls to accommodate Tenant's program requirement(s), snow removal, landscaping, refuse collection and janitorial services. In addition, Tenant shall reimburse Landlord for the cost of any repairs to the Building necessitated by the acts or omissions of Tenant, its invitees, employees, contractors, agents and program participants.

B. Subject to the preceding Section 11(A), Landlord shall perform any maintenance or make any repairs to the Building as Landlord shall desire or deem necessary for the safety, operation or preservation of the Building, or as Landlord may be required or requested to do by the governing public building authority or by or decree of any court or by any other proper authority.

12. Improvements and Alterations

A. Tenant will not undertake any alterations, additions, installations, removals, improvements, modifications or such comparable work (collectively "Alterations") to the Premises without prior written consent of Landlord, which Landlord may withhold at its sole discretion in each and every instance. Landlord's refusal to give consent shall be

conclusive. If Landlord consents to any Alteration, then, before commencement of any work related to or delivery of any materials onto the Premises or into the Building in connection with said Alteration, Tenant shall furnish to Landlord for its review and approval plans and specifications and permits necessary for those Alterations. Landlord may impose further conditions to any Alteration as appropriate, including, without limitation, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with the Alteration. In addition, Tenant shall, at Landlord's request, permit Landlord to supervise construction operations in connection with all Alterations; provide that Landlord shall have no duty to so supervise. All Alterations to the Premises shall, without compensation to Tenant, become Landlord's property and shall, unless Landlord requests their removal, be relinquished to Landlord in good condition, ordinary wear excepted, at the termination of this Lease by lapse of time or otherwise

B. All Alterations shall be performed at Tenant's sole risk, responsibility and cost. All work and materials related to the Alteration shall be of first-class quality and shall be performed in a manner and at such times as to cause no delay in work being performed by Landlord in the Premises or elsewhere in the Building. All work and materials related to the Alteration shall fully comply with the requirements of all rules, regulations and codes of all governmental bodies and departments having jurisdiction over the Premises and Building as well as with the terms and conditions of all insurance coverage applicable to the Premises and Building.

C. In addition to Tenant's obligations set forth in Section 15, Tenant agrees to indemnify, defend and hold Landlord harmless of, from and against any and all liabilities, costs and expenses of every kind and description (including, but not limited to, attorneys' fees and court expenses) that may arise out of any Alteration. Tenant shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials in connection with any Alterations, insuring Landlord against any and all liabilities that may arise out of or be connected in any way with those Alterations. Such insurance shall be in the amounts and meet the conditions set forth in Section 16.

D. Upon completion of any Alteration, Tenant shall promptly furnish Landlord with sworn contractor's statements, receipted bills and full and final waivers of lien covering all labor and materials related to the Alteration. Tenant shall not permit any mechanics' lien to be filed against the Building, or any part thereof, arising out of any Alteration performed, or alleged to have performed, by or on behalf of Tenant. If any such lien is filed, Tenant shall within thirty (30) days thereafter have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall, in addition to its other obligations hereunder, reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorney's fees.

13. Untenantability

A. In the event the Premises are rendered substantially untenantable by fire or casualty Landlord and Tenant may jointly agree in writing to either: (i) elect to terminate this Lease; or (ii) to the extent net proceeds are available proceed to repair or restore the Premises (other than the leasehold improvements, personal property, and trade fixtures installed by Tenant), to substantially the same condition as existed immediately prior to the fire or other casualty. Notwithstanding the foregoing or any of the succeeding paragraphs of this Section 13(A), in no event shall Landlord be unilaterally obligated to repair or restore the Premises in excess of any available net insurance proceeds.

B. If Landlord and Tenant jointly elect to proceed pursuant to option 13(A)(ii) above, Landlord shall provide to Tenant a reasonable estimate of the time required to substantially complete the repair or restoration. This estimate shall be provided to Tenant within fourteen (14) days of such casualty. If the estimate indicates that the time so required will exceed one hundred twenty (120) days from the date of such casualty and Landlord does not make available to Tenant for its use and occupancy other space substantially similar to the Premises, then Tenant shall have the unilateral right to terminate this Lease as of the date of such casualty by giving written notice to Landlord not later than twenty (20) days after the date of Landlord's notice. If Landlord's estimate indicates that the repair or restoration can be substantially completed within one hundred twenty (120) days, this Lease shall remain in full force and effect.

C. In the event the Premises are damaged by fire or other casualty, but the Premises are not rendered substantially untenantable, then Landlord, to the extent net insurance proceeds are available shall proceed to repair and restore the damaged portions thereof, other than the leasehold improvements and personal property and trade fixtures installed by Tenant, within thirty (30) days of the casualty. Rent shall abate in proportion to the nonusability of the Premises during the period while repairs are in progress. If the Premises are made partially untenantable as stated above during the last year of the Term, Landlord may terminate this Lease as of the date of the fire or other casualty by giving written notice to Tenant within thirty (30) days after the date of fire or other casualty, in which event Rent shall be apportioned on a per diem basis and paid to the date of fire or other casualty. If Landlord shall be unable to repair and restore the Premises within thirty (30) days, it shall provide written notice to Tenant within seven (7) business days of the casualty, including a timeline for repairs. If said timeline is unacceptable to Tenant, Tenant shall have the unilateral right to terminate this Lease as of the date of such casualty.

D. Notwithstanding any provision of this Lease to the contrary, in the event the Premises or the Building are damaged by fire or other casualty resulting from Tenant's act or neglect, Landlord shall have no obligation to rebuild or restore the Building or the Premises or any part thereof and Tenant shall not be released from any of its obligations under this Lease. Tenant by this Lease acknowledges that Landlord is under no obligation to insure Landlord's interest in the Premises or the Building.

14. Condemnation

If the Building or any portion of the Building that includes the Premises are taken or condemned by any authority for any public use or purposes (including a deed in lieu of condemnation) that renders the Premises substantially untenable, this Lease shall terminate as of the date title vest in such authority. Landlord shall be entitled to receive the entire price or award from any sale, taking or condemnation payment without any payment to Tenant and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Under no circumstances shall Tenant seek or be entitled to any compensation for the value of its leasehold estate, which Tenant hereby assigns to Landlord. Notwithstanding the foregoing, Tenant may, to the extent permitted by law, seek a separate condemnation award for Tenant's trade fixtures, equipment and relocation costs, so long as Landlord's award is not diminished on account thereof and so long as Tenant does not interfere with any proceedings conducted by Landlord.

15. Indemnification

Tenant agrees to protect, defend, indemnify, keep safe and hold Landlord, its commissioners, officers, agents and employees completely harmless from and against all suits, claims, grievances, damages, costs, expenses, causes of action, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees 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") arising from the Tenant's operation upon the Premises and/or the negligence, acts or omissions of the Tenant, its officers, agents, employees and contractors upon the Premises. Upon notice from Landlord of any Claim, Tenant shall timely appear and defend all suits and Claims and shall pay all costs and expenses incidental thereto, but Landlord shall have the right at its option and at its own expense, to participate in the defense of any suit, without relieving Tenant of any of its obligations hereunder. Tenant shall not pay, compromise, or settle any Claim without first consulting Landlord respecting the same and seeking Landlord's consent to such payment, compromise or settlement, which consent shall not be unreasonably withheld or delayed unless such settlement provides for a complete release and discharge of Landlord from such Claim.

The indemnities set forth in this Section 15 do not extend to Claims arising from the Landlord's actions upon the Premises and/or the negligence, acts or omissions of the Landlord, its officers, agents, employees and contractors upon the Premises. The provisions of this Section 15 shall survive the expiration or earlier termination of the Lease.

16. Insurance

Tenant shall provide and maintain, during the term of this agreement, the insurance coverages and requirements specified below. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have a BEST rating of not less than an "A" except where noted.

- A. Workers Compensation Insurance as required by law; Employers Liability at \$500,000/\$500,000/\$500,000.
- B. Commercial General Liability Insurance with combined bodily injury and property damage single limit of \$1,000,000) per occurrence, \$2,000,000 aggregate.
- C. Sexual abuse and molestation coverage with a limit of \$1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount) plus a \$5,000,000 umbrella policy (attaching upon excess of the first \$1,000,000 of coverage. This coverage is required when Tenant will provide services or activities to minors on the Premises.
- D. Automobile Liability Insurance with a combined bodily injury and property damage single limit of \$1,000,000 per occurrence, providing coverage for all owned, non-owned, and hired vehicles of Tenant, provided that the insurance described in this Section 16(D) shall only be required if Tenant owns and uses vehicles in the ordinary course of business.

The above insurance is subject to the normal limitations and exclusions applicable to each type of insurance. Tenant shall furnish a current Certificate of Insurance evidencing this insurance coverage prior to the commencement of the Lease. Such insurance shall be primary and noncontributory with insurance available to Landlord. The current Certificate of Insurance should be delivered to the Chicago Housing Authority, Risk Management Department, 60 East Van Buren, 11th Floor, Chicago, Illinois 60605. The Certificate of Insurance must confirm that Landlord is named as an additional insured on the Commercial General Liability and automobile liability policy. Tenant shall obtain from its insurer a waiver of all rights of subrogation, which the insurer might have against Landlord with respect to Workers Compensation. Such policies shall include a provision that such policies shall not be canceled, non-renewed or modified except after 30 days written notice, such notice to be given to the Chicago Housing Authority, Risk Management Department. A current Certificate of Insurance shall be provided to Landlord within ten (10) business days upon modification of coverage levels or renewal of any policy.

17. Rights and Remedies; Termination

- A. All rights and remedies of Landlord enumerated in this Lease shall be cumulative, and none shall exclude any other right allowed by law.
- B. If any voluntary or involuntary proceedings are filed by or against Tenant under any bankruptcy, insolvency or similar laws or Tenant makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Tenant, and, in the case of an involuntary petition or proceeding, the petition or proceeding is not dismissed within thirty (30) days from the date it is filed, Landlord may elect to immediately terminate this Lease.
- C. If Tenant defaults in the payment of Rent and that default continues for thirty (30) or more days after the same is due and payable, or if Tenant defaults in the prompt and full

performance of any other provision of this Lease and Tenant does not cure the default within five (5) days after written demand by Landlord that the default be cured (unless the default involves a hazardous condition, which shall be cured forthwith upon Landlord's demand) Landlord may elect to immediately terminate this Lease.

D. In the event that Tenant fails to maintain the insurance required hereby, Landlord shall notify Tenant in writing of its default. Tenant shall have thirty (30) days to cure this default and if, after that thirty (30) days Tenant fails to secure the proper insurance required, Landlord shall have the right to terminate this Lease and Tenant agrees to suspend immediately any operations at the Premises.

E. Unless necessitated by repairs to the Premises or conditions at the Premises, in the event that Tenant vacates the Premises for sixty (60) consecutive days, then this Lease will be deemed automatically terminated, with or without notice, on the 61st consecutive day.

F. This Lease is subject to termination in the event of casualty or condemnation as provided in Sections 13 and 14 of this Lease.

G. Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately and deliver possession to the Landlord. Tenant by this Lease grants to Landlord the right to enter and repossess the Premises and to expel Tenant and all occupants and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to rent or any other right given to Landlord hereunder or by operation of law.

H. Landlord's rights to terminate this Lease for violation of its terms, or to take curative actions at Tenant's expense, are in addition to any other rights or remedies available to Landlord at law or in equity

I. All property removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be removed and stored by Landlord at Tenant's risk and expense. Landlord shall in no event be responsible for the safekeeping of that property. Tenant shall pay to Landlord, all expenses (including labor), incurred in the removal and all storage of the property as long as the same shall be in Landlord's possession or under the Landlord's control. Any property of Tenant not removed from the Premises or retaken from storage by Tenant within ten (10) days after the end of the Term shall be conclusively presumed to have been abandoned by Tenant.

J. Tenant by this Lease grants to Landlord a first lien on the interest of Tenant under this Lease to secure the payment of money due under this Lease, which lien may be foreclosed in equity.

K. No waiver by Landlord of any default of Tenant shall be implied to affect, and no express waiver shall affect, any default other than the default specified in such waiver and

that only for the time and to the extent stated.

L. No receipt of money by Landlord from Tenant after the termination of this Lease, the service of any notice, the commencement of any suit, or final judgment for possession shall reinstate, continue, or extend the term of this Lease or affect any notice, demand, suit, or judgment.

18. Surrender of Premises

Upon the expiration or termination of this Lease, Tenant shall surrender and vacate the Premises immediately and deliver possession thereof to Landlord in a clean condition and in as good condition as when the Lease commenced, ordinary wear and tear and with all keys thereto. Any movable trade fixtures and personal property that are removed must be done so without damage to the Premises, by Tenant. Any movable trade fixtures and personal property which are not removed shall be conclusively presumed to have been abandoned by Tenant and title to such property shall pass to Landlord without any payment or credit to Tenant. Landlord may, at its option, store or dispose of such trade fixtures and personal property at Tenant's expense. All fixtures, installations and personal property belonging to Tenant not removed from the Premises upon termination of this Lease and not removed as provided in this Lease shall be conclusively presumed to have been abandoned by Tenant and title to those items shall pass to Landlord under this Lease as by a bill of sale.

19. Special Environmental Provisions

Tenant shall not cause or permit any Hazardous Substances (defined below) to be brought or remain on, kept, used, discharged, leaked, or emitted in or about, or treated at the Premises or the Building. As used in this Lease, "Hazardous Substances" means any hazardous, etiological, toxic, or radioactive substance, material, matter, or waste that is or becomes during the Lease term regulated by any applicable federal, state, or local law, ordinance, order, rule, regulation, code, or any governmental restriction or requirement, and shall include but not be limited to asbestos, petroleum products, polychlorinated biphenyls, and substances or materials included in the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601, *et seq.*, and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.* "Hazardous Substances" shall not include substances that are used or consumed in the ordinary course of a business similar to Tenant's as permitted pursuant to this Lease (*e.g.*, copier toner and cleaning supplies), provided, however, that such substances are used, handled, transported, stored, discharged, disposed of, or emitted in compliance with all applicable federal, state, or local laws, rules, regulations, codes, ordinances, or any other governmental restrictions or requirements. If such substances are not so used, handled, transported, stored, discharged, disposed of, or emitted, then they shall be deemed "Hazardous Substances" for purposes of this Lease.

20. Right of Entry

Upon forty-eight (48) hours' notice, Landlord has the right to enter upon the Premises at any reasonable business or operating hours for the purpose of making inspections and/or repairs. Landlord shall also give forty-eight (48) hours advance notice to Tenant in the event that Landlord should require after-hour access to the Premises. In the case of any emergency during non-business or operating hours, Landlord may take reasonable steps to secure and make safe the Premises. Tenant shall at all times provide Landlord with any keys to locks and/or security codes necessary for Landlord to gain such access.

21. Holding Over

If Tenant retains possession of any part of the Premises after the termination of this Lease by lapse of time or otherwise, Tenant shall pay Landlord, in order to compensate Landlord for Tenant's wrongful withholding of possession for the time Tenant remains in possession, for and during such time as Tenant remains in possession, an amount calculated at double the monthly installment of Rent in effect immediately prior to such termination plus all damages, whether direct or consequential, sustained by Landlord by reason of Tenant's wrongful retention of possession. The provisions of this Section 21 shall not constitute a waiver of Landlord's rights of reentry or of any other right or remedy provided in this Lease or at law.

22. Landlord's Title

Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act that can, shall, or may encumber Landlord's title.

23. Tenant's Quiet Enjoyment

As long as Tenant shall observe and perform its covenants and agreements under this Lease, Tenant shall, at all times during the Lease term, peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from, or through Landlord.

24. Assignment and Subletting

Tenant shall not assign, transfer, or sublet the Premises or any part thereof, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. If any assignment or sublease is made by Tenant without Landlord's consent, Tenant shall remain liable as a surety under the terms hereof notwithstanding such assignment or sublease.

25. Limitation of Landlord's Liability

It is expressly understood and agreed by and between the parties that Tenant is not entitled to claim a constructive eviction from the Premises unless (a) Tenant first notifies Landlord

in writing of the condition or conditions giving rise to the constructive eviction, and (b) the complaints are justified. Landlord shall be given ten (10) business days after receiving Tenant's notice of the condition giving rise to the constructive eviction to remedy those conditions or respond to Tenant in writing as to how it intends to remedy those conditions, including a timeline for such remedy.

26. Encumbrances.

Tenant shall keep the Premises free from any liens and/or any encumbrances arising out of any work performed, materials furnished, or obligations incurred by or for Tenant.

27. Commitment for CHA Residents

For the full term of this agreement, Tenant shall provide for all Chicago Housing Authority ("CHA") public housing residents, project-based voucher residents and housing choice voucher participants ages 5 to 18 in the city of Chicago (collectively, "CHA Residents") the following:

- a) Waive any and all member fees for any and all activities provided by Tenant at the Premises.
- b) Allow CHA Residents to register for Tenant's activities one week prior to open registration being made available to the larger community. Such early registration for CHA Residents is known as Early Bird Membership by Tenant.
- c) Set up a local Club Council to be filled by supporters of Tenant with a vested interest in the community. One adult CHA resident living within the development commonly known as Lathrop shall be reserved one seat on the Club Council. Any fees assessed to any member seat on the Club Council shall be waived for said CHA adult resident.
- d) Provide special recruitment procedures designed and created for CHA Residents
- e) Collaborate with CHA's Family Works providers to recruit CHA residents.
- f) Operate programs and activities after school from approximately 3:00 pm until 8:00 pm and during the summer, school vacations and holidays additional early hour daytime programs.
- g) Provide an annual report to CHA, or upon request, of the number of CHA Resident participants.

28. Notices

All notices and other communications given pursuant to this Lease shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Landlord: Chicago Housing Authority

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

with copy to: Chicago Housing Authority
Office of the General Counsel
60 East Van Buren St., 12th Floor
Chicago, Illinois, 60605
Attention: Chief Legal Officer

If to Tenant:

29. Entire Agreement; No Waiver

This Lease, including Exhibits attached herein and any Addendum executed by both Landlord and Tenant, constitutes the final and complete expression of the parties' agreements with respect to the Premises and Tenant's occupancy of the Premises. No provision of this Lease may be amended or waived except by written instrument signed by the parties. No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of any other covenant or condition.

30. Applicable Law

This Lease shall be construed and enforced in accordance with the laws of the state of Illinois.

31. Severability; Captions

If any clause or provision of this Lease shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and there shall be deemed substituted for the affected clause or provision a valid and enforceable clause or provision as similar as possible to the affected clause or provision. Any provision not controlled by such determination of invalidity or unenforceability shall remain in full force and effect. The paragraph and subparagraph captions used in this Lease are included for convenience only and shall be irrelevant to the construction of any provision of this Lease.

32. Representations and Warranties

Tenant represents and warrants that (i) it has the power and authority to enter into this Lease; (ii) that the party executing on behalf of Tenant has authority to enter into this Lease on behalf of Tenant; and (iii) that entering into this Lease does not constitute a default under, or conflict with any agreement by which Tenant is bound, including, if applicable, any Intergovernmental Agreement to which Tenant is a party. Landlord represents and warrants that it has authority to execute this Agreement 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 resolutions.

33. Landlord-Tenant Relationship

The relationship created by this Lease agreement is that solely of landlord and tenant and not one of employment, agency, or partnership. No advertisements, posters, or other material may be placed on the exterior of the Premises without the express written approval of Landlord, except for signage indicating the name and logo of Tenant which may be placed on the exterior of the Premises without written approval of Landlord. All advertisements, posters or other material shall clearly indicate the name of the group, organization, or individual and shall not misrepresent or falsely allude to an affiliation with Landlord.

34. Real Estate Broker(s)

Landlord and Tenant each represents and warrants that it has dealt with no real estate broker or agents in connection with this Lease or its negotiation. Landlord and Tenant each warrants and represents that no broker or agent negotiated this Lease or is entitled to any commission, fee or compensation in connection with this Lease or its negotiation. Tenant agrees to indemnify, defend and hold Landlord harmless from and against all costs, expenses, claims or liability (including costs of suit and reasonable attorneys' fees and court expenses) for any compensation, commission or fee claimed by any real estate broker or agent claiming to have caused this transaction, including any future expansion of space, extension of this Lease or any other lease agreement between the Landlord and the Tenant or any related entity of the Tenant. To the extent Landlord has non-federal funds, Landlord agrees to indemnify, defend and hold Tenant harmless from and against all costs, expenses, claims or liability (including costs of suit and reasonable attorneys' fees and court expenses) for any compensation, commission or fee claimed by any real estate broker or agent claiming to have caused this transaction, including any future expansion of space, extension of this Lease or any other lease agreement between the Landlord and the Tenant or any related entity of the Landlord.

35. Filing and Recording

Neither this Lease nor any memorandum of this Lease may be recorded or filed for record in any public records without the separate written consent in recordable form of Landlord.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

CHICAGO HOUSING AUTHORITY

By: _____



Attachment C

Fee Proposal Form



Fee Proposal Form

Event No:3032
Leasing Opportunity at Lathrop, FIC and Taylor

Lathrop Building								
Base Term (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$726,000.00)	Monthly Rate
	Option 1	Market Rate Rent	12,100	\$	60.00	12	\$ 726,000.00	\$ 60,500.00
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	*Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr.1 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$726,000.00)	Monthly Rate
	Option 1	Market Rate Rent	12,100	\$	60.00	12	\$ 726,000.00	\$ 60,500.00
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	*Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr. 2 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$726,000.00)	Monthly Rate



Fee Proposal Form

Event No:3032
Leasing Opportunity at Lathrop, FIC and Taylor

	Option 1	Market Rate Rent	12,100	\$	60.00	12	\$ 726,000.00	\$ 60,500.00
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	*Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr. 3 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$726,000.00)	Monthly Rate
	Option 1	Market Rate Rent	12,100	\$	60.00	12	\$ 726,000.00	\$ 60,500.00
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	*Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr. 4 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$726,000.00)	Monthly Rate
	Option 1	Market Rate Rent	12,100	\$	60.00	12	\$ 726,000.00	\$ 60,500.00
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	*Option 2	Reduced Rate			\$ -	12	\$ -	\$ -



Fee Proposal Form

Event No:3032
Leasing Opportunity at Lathrop, FIC and Taylor

(base term w/option years)						Aggregate Total	\$ 3,630,000.00
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1							

Charles A Hayes Family Investment Center (FIC)								
Base Term (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$104,085.00)	Monthly Rate
	Option 1	Market Rate Rent	6,939	\$	15.00	12	\$ 104,085.00	\$ 8,673.75
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr.1 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$104,085.00)	Monthly Rate
	Option 1	Market Rate Rent	6,939	\$	15.00	12	\$ 104,085.00	\$ 8,673.75
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr. 2 (One Year)								



Fee Proposal Form

Event No:3032
Leasing Opportunity at Lathrop, FIC and Taylor

Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$104,085.00)	Monthly Rate
	Option 1	Market Rate Rent	6,939	\$	15.00	12	\$ 104,085.00	\$ 8,673.75
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr. 3 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$104,085.00)	Monthly Rate
	Option 1	Market Rate Rent	6,939	\$	15.00	12	\$ 104,085.00	\$ 8,673.75
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr. 4 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$104,085.00)	Monthly Rate
	Option 1	Market Rate Rent	6,939	\$	15.00	12	\$ 104,085.00	\$ 8,673.75



Fee Proposal Form

Event No:3032
Leasing Opportunity at Lathrop, FIC and Taylor

			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
(base term w/option years)							Aggregate Total	\$ 520,425.00

Taylor Building								
Base Term (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$42,500.00)	Monthly Rate
	Option 1	Market Rate Rent	2,500	\$ 17.00		12	\$ 42,500.00	\$ 3,541.67
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr.1 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$42,500.00)	Monthly Rate
	Option 1	Market Rate Rent	2,500	\$ 17.00		12	\$ 42,500.00	\$ 3,541.67
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -



Fee Proposal Form

Event No:3032
Leasing Opportunity at Lathrop, FIC and Taylor

*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr. 2 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$42,500.00)	Monthly Rate
	Option 1	Market Rate Rent	2,500	\$ 17.00		12	\$ 42,500.00	\$ 3,541.67
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr. 3 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$42,500.00)	Monthly Rate
	Option 1	Market Rate Rent	2,500	\$ 17.00		12	\$ 42,500.00	\$ 3,541.67
			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
Option Yr. 4 (One Year)								
Select Rate Choice X	Description		Unit of Measure Sq Ft	Unit Price		Term of Lease (12 months)	Yearly Rate (\$42,500.00)	Monthly Rate
	Option 1	Market Rate Rent	2,500	\$ 17.00		12	\$ 42,500.00	\$ 3,541.67



Fee Proposal Form

Event No:3032
Leasing Opportunity at Lathrop, FIC and Taylor

			Proposed Amount Allocated Programming	Proposed Amount Allocated Rent	Total	Term of Lease	Total	Monthly Rate
	Option 2	Reduced Rate			\$ -	12	\$ -	\$ -
*Option 2 must complete the attachment fee form with line items, delete the amount in yearly rate column, option 1								
(base term w/option years)							Aggregate Total	\$ 212,500.00
*Unit rates and Sq. Ft. information are estimates and may vary at any time during the base term or subsequent option years.								

Signature of
Authorized
Company
Representative

Telephone Number

Print Name of
Authorized
Representative

Title

Name of
Company

E-mail Address

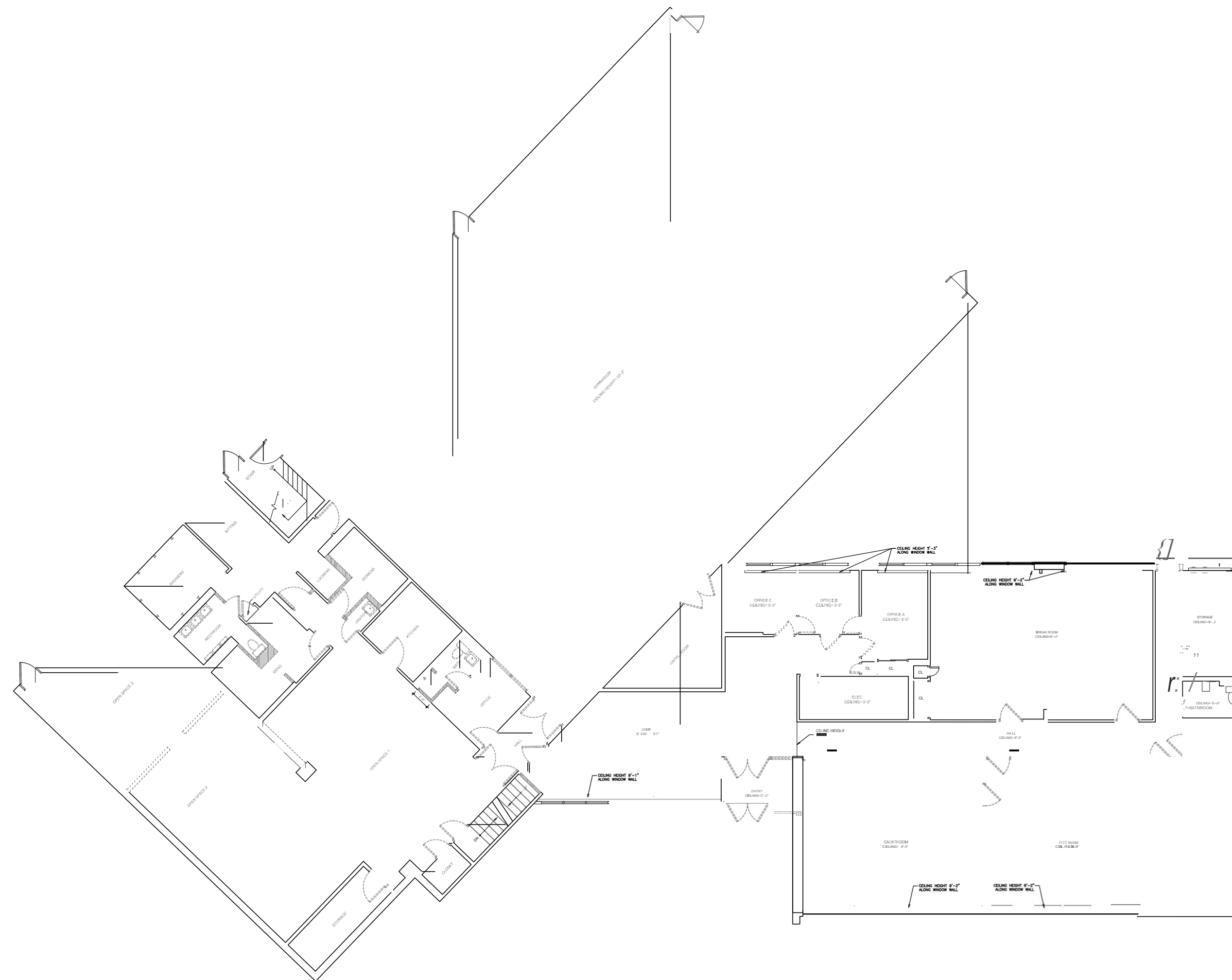
Date

EXHIBIT A



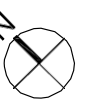
Drawings
Lathrop
2915 N Leavitt

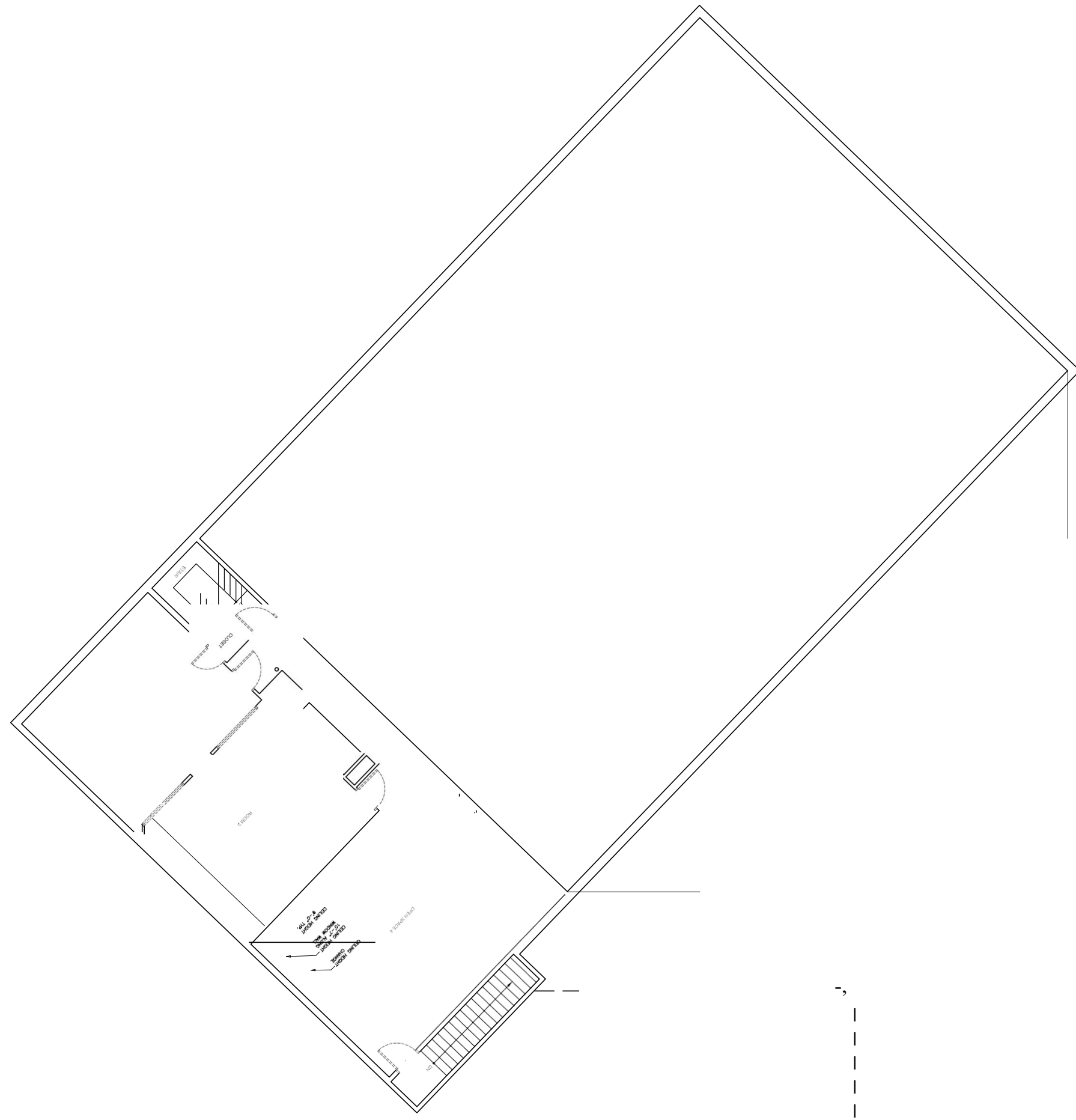
**Drawings Are Not Available for the FIC and
Taylor Buildings**



DEMO WALL
DEMO

DEMO - PHASE II
FIRST FLOOR
SCALE 1/8" = 1'-0"

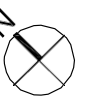


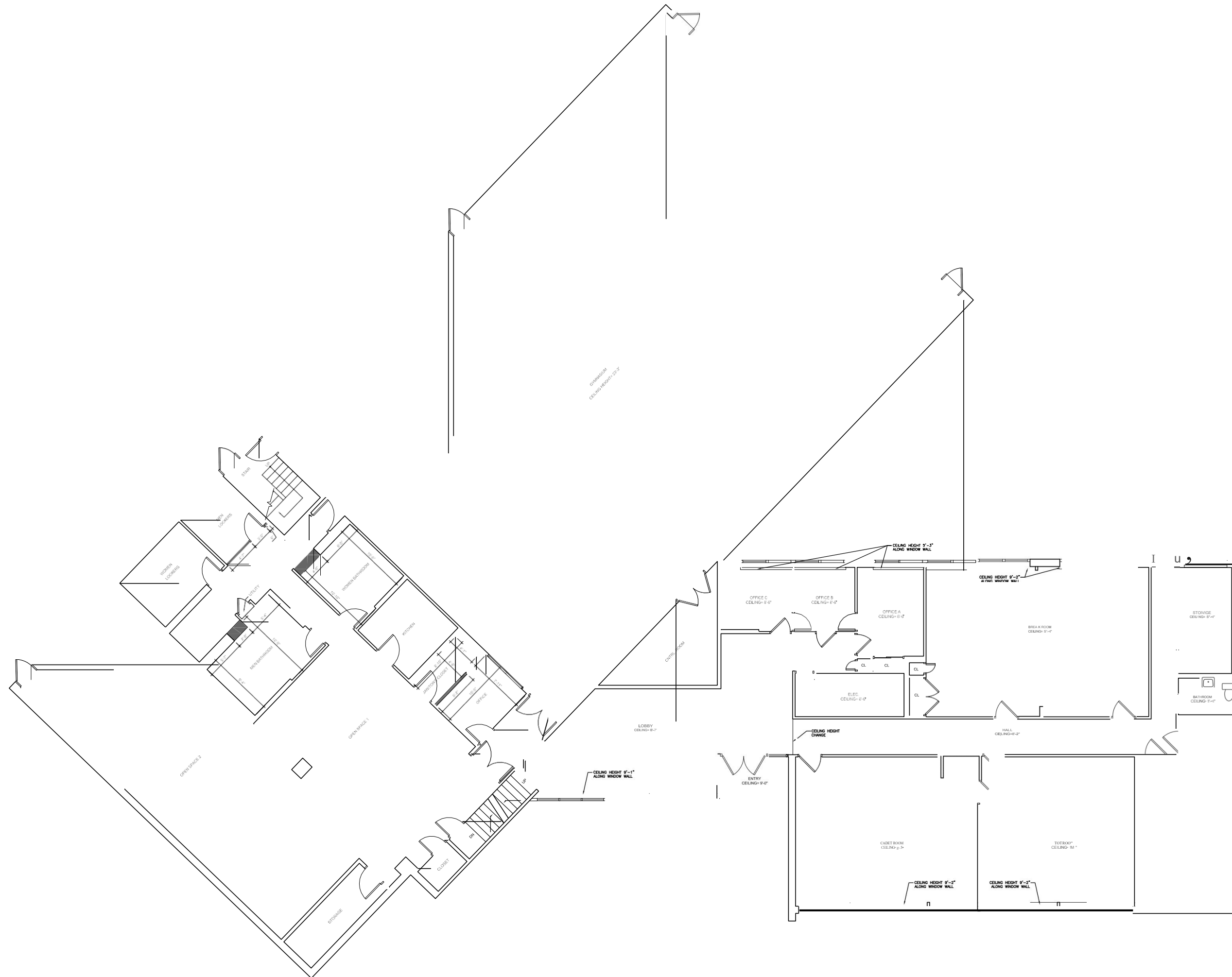


DEMO WALL
DEMO

DEMO - PHASE II
SECOND FLOOR

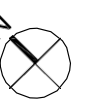
Scale: 1/8" = 1'-0"

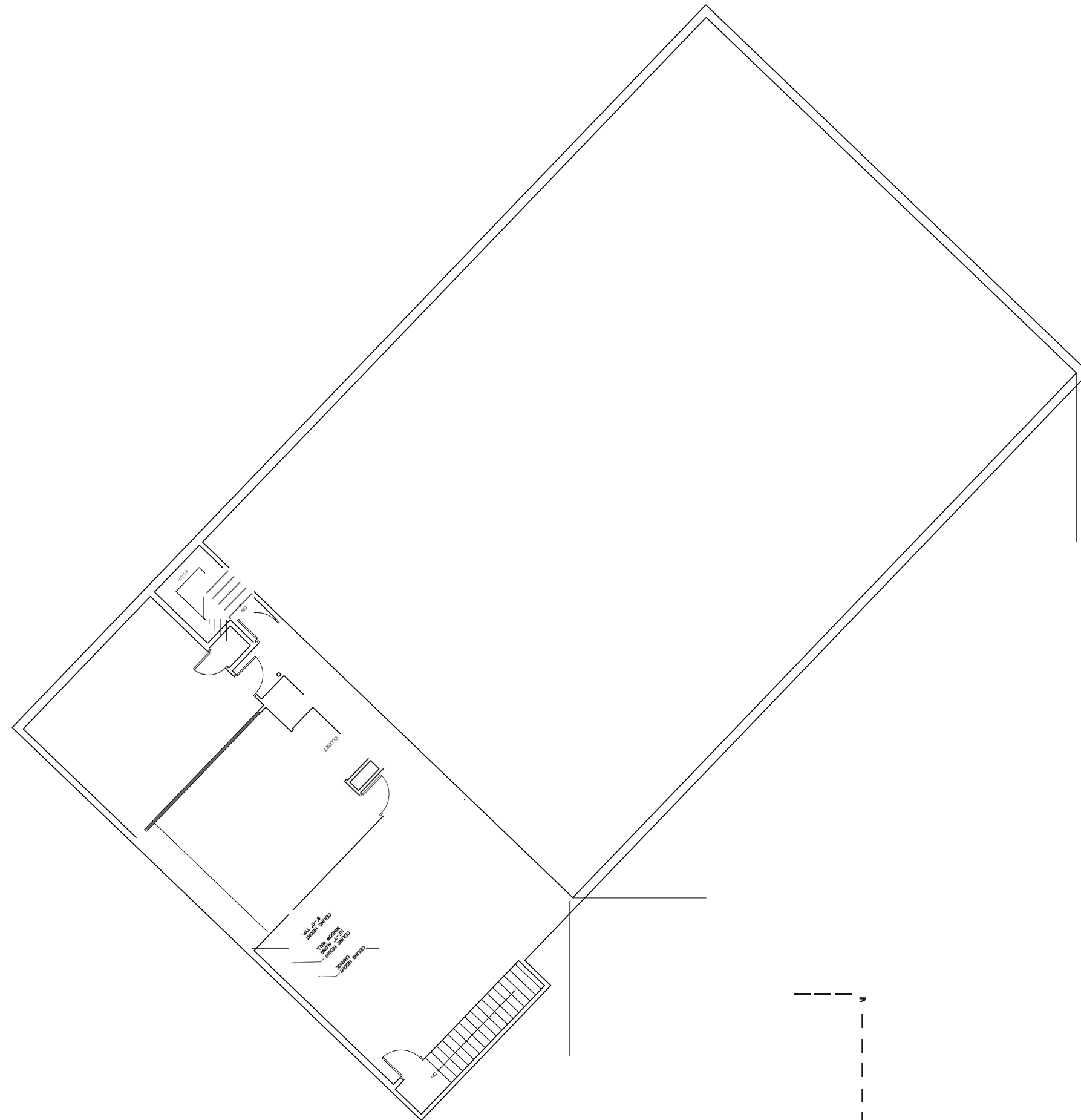




NEW WALL

RENOVATION - PHASE II
FIRST FLOOR
SCALE: 1/8" = 1'-0"

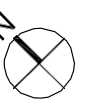


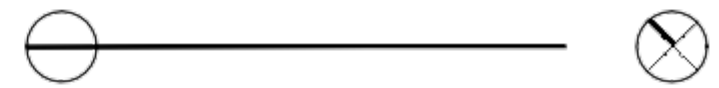
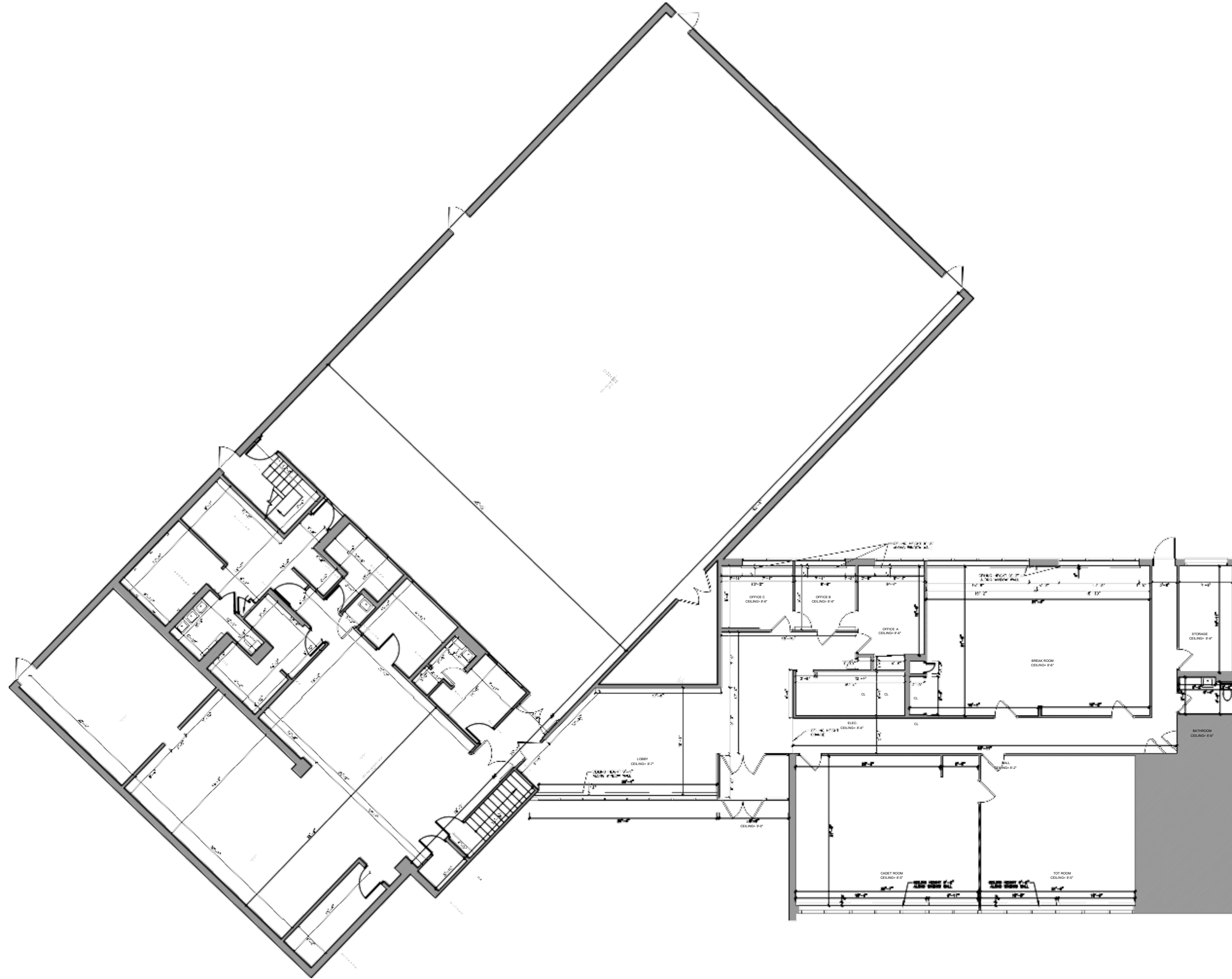


NEW WALL

RENOVATION - PHASE II
SECOND FLOOR

SCALE: 1/8" = 1'-0"





EXISTING CONDITIONS
FIRST FLOOR
SCALE: 1/8" = 1'-0"

A-03

PREPARED FOR:
BILL WILLIAMS
KMW COMMUNITIES

					CHECK BY	
					APPROVED BY	

SECOND FLOOR
BUILDINGS COMBINED

A-04