REFERENCE AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL CONSULTANT SERVICES FOR CDBG-DR PROGRAM SUPPORT

BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY Department of Planning and Development

AND

ICF Incorporated, L.L.C

CONTRACT NO. 2602-01234

PURCHASE ORDER NO: 70000403722

City of Philadelphia Contract No. 2520230 (Reference Agency: City of Philadelphia

FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Attachment 1 City of Philadelphia Contract No. 2520230

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and ICF Incorporated, LLC., a limited liability company doing business as a professional consulting firm of the State of Virginia, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on May 14, 2026 _____, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Philadelphia, Finance Department, solicited a formal professional services procurement for General Consultant Services for CDBG-DR Program Design, Implementation, and Administration and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the City of Philadelphia Finance Department entered into a contract on August 28, 2024 for the provision of services by the Consultant (Contract No. 2520230), a copy of which is attached hereto as Attachment 1 for reference purposes only, as the specific terms of the City of Philadelphia Finance Department contract are not made a part of or incorporated into this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of the City of Philadelphia; and

Whereas, the County, through the Department of Planning and Development, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts related to the services provided by Consultant under this Agreement for the for CDBG-DR Program; and

Whereas, the Consultant agrees to provide General Consultant Services for CDBG-DR Program Support, incorporated as Exhibit 2, Scope of Work; and

Whereas, the Consultant warrants that it is ready, willing, and able to deliver the services set forth in Exhibit 2, Scope of Work, and that the pricing, payment terms, and rates offered by Consultant**,** applicable to this Agreement, are solely as stated in Exhibit 2. Such terms will be equivalent or more favorable to the County than those contained in the City of Philadelphia contract.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Task Order" means a written agreement for specific services, issued to the County by Contractor pursuant to this Agreement, that specifies the scope of services, deliverables (if any), period of performance, pricing, and any task order specific terms, in the form of the template attached to Exhibit 1.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Sample Task Order
Exhibit 2	Scope of Work
Exhibit 3	Schedule of Compensation
Exhibit 4	Information Technology and Data Special Conditions
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Agreement shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1 Sample Task Order

Exhibit 2 Scope of Work
Exhibit 3 Schedule of Compensation
Exhibit 4 Information Technology and Data Special Conditions
Exhibit 5 Evidence of Insurance
Exhibit 6 Board Authorization
Exhibit 7 Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 8 Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 2, Scope of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County. Consultant shall perform Services only as expressly authorized by a Task Order issued and approved by the Using Agency under this Agreement.

Deliverables will be identified in Task Orders issued under this Agreement. Any Task Order that includes Deliverables will also include a description of the Deliverables, objective acceptance criteria if applicable, and a review period for the County's evaluation of such Deliverables. The County will provide written notice of any material nonconformity within 30 days after delivery, or such other period stated in the applicable Task Order. If the County does not provide written rejection with the applicable review period, the Deliverable will be deemed accepted. Consultant will correct and resubmit any Deliverable that is rejected for material nonconformity. For time and materials services, the County's review and acceptance of Deliverables will not be a condition precedent to payment for properly invoiced labor and reimbursable expenses; County will pay undisputed invoice amounts in accordance with Article 5. If Consultant does not correct the failure, if it is possible to do so, within
30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and

partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with the degree of skill, care, and diligence ordinarily exercised by reasonably prudent professional consultants performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant makes no warranty or guarantee regarding outcomes or the accuracy of forecasts, estimates, or analyses. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to protect such information in accordance with the confidentiality obligations expressly set forth in this Agreement and applicable law.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals employed by or engaged by Consultant or its Subconsultants who are qualified and competent in the applicable discipline and appropriately licensed, to the extent required by law. Consultant must provide copies of any such licenses upon request. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants. All Deliverables must be prepared in a form and materially consistent with the requirements expressly set forth in this Agreement and delivered in a timely manner in accordance with the applicable schedule set forth in this Agreement or any related Task Orders.

If Consultant fails to comply with the foregoing standards, Consultant must promptly re-perform the non-conforming Services, at no additional cost to the County, to the extent such non-conformance is caused by Consultant's failure to meet the applicable standard of care. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables; provided, however, that Consultant shall not be responsible for errors or deficiencies resulting from information, direction, or approvals supplied by the County or third parties not under Consultant's control. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity, and is subject to the limitations of liability and other risk allocation provisions set forth elsewhere in this Agreement.

d) Personnel

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and to perform the Services. Consultant must include among its staff the Key

Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may, in writing, request removal of Key Personnel. Consultant will replace the individual with personnel of comparable qualifications within a mutually agreed transition period to avoid disruption. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment (Not Appliable)

f) Insurance Requirement

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract, the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify these requirements by written notice; changes will be limited to coverages reasonably related to the Services.

Coverages

(a) **Workers Compensation Insurance**
Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
$1,000,000 each Accident
$1,000,000 each Employee
$1,000,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**
The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Completed Operations Aggregate	$2,000,000

The General Liability policy shall include the following coverages:
(1) All premises and operations;
(2) Contractual Liability;
(3) Products/Completed Operations;
(4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**
When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance, or use of owned, hired, and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Excess/Umbrella Liability**
Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: $1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than $1,000,000 per claim.
If any such policy is written on a claims-made form:

(1) The retroactive coverage date shall be no later than the effective date of this contract.

(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies

indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**
All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to Consultant or its officers, agents, employees, contractors, subcontractors, licensees, or invitees (1) negligent or more culpable acts or omissions, (2) performance or nonperformance or (3) any claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Consultant or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right. The Consultant expressly understands and agrees that any insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

The County shall provide prompt notice of any claim and allow the Consultant to lead the defense and settlement of the claim. The County shall provide reasonable cooperation in the defense of the claim at Consultant's expense.
IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS CONTRACT.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that County Confidential Information (as defined below) is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. "County Confidential Information" means non-public information disclosed by or on behalf

of County and marked or identified as confidential, or that a reasonable person should understand to be confidential, or that a reasonable person should understand to be confidential given the nature of the information and the circumstances of disclosure; County Confidential Information does not include information that is (a) publicly available through no fault of Consultant, (b) already known by Consultant without restriction, (c) independently developed by Consultant without use of County Confidential Information, or (d) rightfully received from a third party without duty of confidentiality. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party except as authorized in writing by County or as required by law, regulation, or court order provided Consultant gives County notice where legally permitted. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, except as necessary to perform the Contract and to maintain copies required for Consultant's internal records, compliance, and legal obligations. During the performance of the Contract Consultant shall be responsible for any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work during normal business hours upon reasonable advance notice.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County subject to any applicable third-party license terms provided to County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against the County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right; provided that the County gives Consultant prompt written notice of the claim and

reasonable cooperation, and Consultant leads the defense and settlement. This obligation will not apply to claims arising from modifications not made by Consultant or combinations with items not provided by Consultant, or use outside the Contract requirements.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, and a disallowance is issued, the Consultant shall refund to the County only those amounts that are finally determined (after any applicable appeal/review rights) to have been (i) overpaid, (ii) billed at incorrect rates, (iii) for Services or expenses not authorized under a Task Order or this Agreement, or (iv) unallowable due to the Consultant’s material breach of this Agreement, fraud, willful misconduct, or negligent misrepresentation. The County may offset only undisputed amounts, or amounts finally determined to be due, against payments otherwise payable to the Consultant; any disputed amounts will be addressed in accordance with Article 6 Disputes.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized

representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on May 15, 2026 ("**Effective Date**") and continue until December 31, 2031 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that Consultant will perform the Services with due diligence to conclude the project in a timely manner and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County; provided that Consultant will be entitled to a reasonable extension of the schedule to the extent delays are caused by County, changes to scope/schedule that are mutually agreed upon, or events beyond Consultant's reasonable control.

ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, to the extent not caused by County. To the extent any such delays or hindrances are caused by County, Consultant will be entitled to reasonable extension of time.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for 2 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services. Compensation shall be payable only for Services authorized by an executed Task Order. Each Task Order shall specify the applicable pricing amount. The County shall have no obligation to issue any minimum number of Task Orders or to authorize any minimum amount of Services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed

description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant, along withdocumented closeout or wind-down costs incurred as a direct result of such termination, including non-cancelable commitments entered into in reliance on this Agreement, provided that Federal funding is still available. No payments will be made or due to Consultant beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within 10 days of such request. The Chief Procurement Officer will reduce their decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision

of the Chief Procurement Officer will be final and binding, which will be issued as a written determination. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity; however, nothing herein prevents either party from pursuing remedies available at law or in equity after completion of this process. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.
Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing, provided the County continues to pay all undisputed amounts due hereunder.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement to the extent a professional license is required by applicable law for the particular Services and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) represents that, as of the Effective Date, Consultant is financially able to perform its obligations under this Agreement; it and each of its employees, agents and Subcontractors of any tier are qualified and competent to perform the Services required

under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default under any contract with the County at the time this Agreement is signed, and to Consultant's knowledge, Consultant has not, been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found by the County to be in default on any contract awarded by the County;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed the Services in accordance with the terms of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement to the best of Consultant's knowledge, except as disclosed in writing to the County pursuant to Sections 2-581 and 2-582 of the Cook County Ethics Ordinance and permitted in writing by the Board of Ethics. If Consultant becomes aware of an officer, agent, or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement, the Consultant shall notify the County and the Board of Ethics immediately.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime

Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County client information necessary to evaluate an actual or potential conflict. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients unless Consultant discloses such past or present clients and receives written approval from the County. If Consultant becomes aware of a conflict, it must promptly pause the affected work on the assignment causing the conflict and notify the County so the parties may address mitigation and next steps in writing.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid

specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest, to the Consultant's knowledge, will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must work in good faith to implement a mitigation plan acceptable to the County, or if mitigation is not feasible, terminate such other services within a reasonable period upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended, to the extent applicable to the Services and funding under this Agreement. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here, provided such certification is supplied by the County and consistent with applicable requirements.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the

inducement or in the performance, made by Consultant to the County that is relied upon by the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer, consistent with the requirements of this Agreement, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors to the extent such event materially impairs Consultant's ability to perform its obligations under this Agreement;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory, after written notice identifying the basis for rejection and a reasonable opportunity to cure;

(d) Discontinuance of the Services for reasons within Consultant's reasonable Control after written notice and a reasonable opportunity to cure; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement, to the extent that the County deems such default materially and adversely affects Consultant's performance of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

v) Failure to comply with Article 7 in the performance of the Agreement, in accordance with the SOW.

vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that the County reasonably determines in writing indicate a willful or reckless disregard for County laws and regulations, after written notice and an opportunity to cure, where curable.

b) Remedies

The occurrence of any event of default permits the County, at the County's option, to declare Consultant in default. The Chief Procurement Officer may give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is final or not subject to the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant's expense, either directly or through others, and bill Consultant for the documented, and incremental cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County under this Section 9.b;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement that is related to the default and/or in dispute (and County will pay undisputed amounts in accordance with the Agreement);

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County to the extent permitted by applicable law and County procurement requirements.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed, except reasonable, documented close-out and wind-down costs incurred at the County's direction or reasonably necessary to safely and orderly discontinue the Services, including non-cancelable commitments entered into prior to notice of termination. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. For clarity, the County will pay Consultant for all Services performed and authorized reimbursable expenses incurred, if any, through the effective date of termination, plus allowable closeout and wind-down costs under this Section 9.c. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. Any undisputed amounts due for Services performed through the effective date of termination, including any allowable close-out and wind-down costs, will be paid in accordance with Article 5. The County and Consultant must attempt to agree on the amount

of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement and allowable closeout and wind-down costs as provided above.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision, provided that nothing herein limits Consultant's rights to recover allowable closeout and wind-down costs described above.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. In the event of a suspension communicated orally or without prior notice, the County will provide written confirmation as soon as practicable. No costs incurred after the effective date of such suspension are allowed, except reasonable, documented costs necessary to comply with the suspension notice and costs incurred by Consultant up to the effective date of the suspension. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. Notwithstanding the foregoing, the County may exercise offset only with respect to amounts that are undisputed by the parties or finally determined to be due pursuant to written agreement of the parties or dispute resolution process in Article 6; the County will pay all undisputed amounts in accordance with Article 5 while any dispute is pending. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement. The issuance, modification, or completion of a Task Order shall not constitute an amendment to this Agreement.

ii) **No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the Services to be performed;
(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

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

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in

writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract by $200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by $200,000 or more, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall include, but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics, riots, nationally declared pandemics, or other interruptions not within the affected party's reasonable control. The affected party will provide prompt notice of the Force Majeure event and use reasonable efforts to mitigate the event's impact.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except

for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor

or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, due to incorrect rates, duplicate payments, unauthorized charges, unsupported invoices, or other Contractor billing noncompliance, or unallowable costs,the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County. Any disputed amounts will be addressed in accordance with Article 6 Disputes.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.
To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens,

claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.
Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

15. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

16. Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

18. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

19. Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

20. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any

subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County of Bureau of Economic Development
69 W. Washington Blvd
Suite 2900
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: ICF Incorporated, L.L.C
1902 Reston Metro Plaza
Reston, VA 20190
Attention: Cecilia Allen

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Sample Task Order

TASK ORDER FOR CDBG-DR PROGRAM SUPPORT

Master Agreement Awarding Entity	Cook County Office of the Chief Procurement Officer
Master Agreement Name and No.	Professional Services Agreement – General Consultant Services for CDBG-DR Program Support | No. 2602-01234
Master Agreement Term	May 15, 2026 – December 31, 2031
Task Order Client Name	[USING AGENCY NAME]
Task Order Client Address	[USING AGENCY ADDRESS]
Client Project Manager Name and Contact	[NAME + EMAIL + TELEPHONE]
Client Contract Manager Name and Contact	[NAME + EMAIL + TELEPHONE]
ICF Project Manager Name and Contact	[NAME + EMAIL + TELEPHONE]
ICF Contract Manager Name and Contact	[NAME + EMAIL + TELEPHONE]
Task Order Term	[DATE]
Task Order Name	[TITLE]

This Task Order (the "Task Order" or "TO"), is issued pursuant to, and is governed by Contract No. 2602-01234 (the "Agreement") between ICF Incorporated, L.L.C. ("ICF" or "Contractor") and the Cook County, Office of the Chief Procurement Officer (the "County"). The Master Agreement establishes the governing terms and conditions for Task Orders issued under it and is incorporated by reference.

The County department or agency requesting and receiving services under this Task Order is [USING AGENCY LEGAL NAME] (the "Using Agency"). The County and ICF are parties to this Task Order, and performance of the services specified herein (the "Services") will be in accordance with the terms and conditions of the Agreement.

Any material changes to the scope of the Services, the project timeline, or the fees described in this Task Order, shall be agreed to by the Parties, in writing, in an amendment to this Task Order (a "Change Order").

Except as specifically stated herein, each capitalized term used in this Task Order shall have the same meaning as is assigned to it in the Agreement. In the event of any conflict between this Task Order and the Agreement, the terms of the Agreement shall govern, unless Agreement modifications are expressly provided for and mutually agreed upon by the Parties in this Task Order.

A. PROJECT SCOPE AND DELIVERABLES

Scope of Work:

ICF will provide the following Services:

B. PERIOD OF PERFORMANCE AND TERMINATION

Period of Performance: The Period of Performance for this Task Order is as stated in the Task Order table above. Any extension or modification to the Period of Performance will be mutually agreed upon in writing by the Parties.

Termination: Termination of this Task Order shall follow the terms of the Agreement.

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C. USING AGENCY RESPONSIBILITIES AND ASSUMPTIONS

This section lists known assumptions and constraints that may impact the scope of the Services, the fees, and Period of Performance. Should any of the assumptions listed below change during the term of this Task Order, the Using Agency recognizes that the Period of Performance and fees may be affected.

Client Responsibilities:

1. The Using Agency shall designate one (1) authorized point of contact ("POC") responsible for project management, approvals, and communications on behalf of the Using Agency. The POC shall have the authority to approve all Change Requests, subject to prior approval by the Bureau Chief of the Using Agency or his/her designee.
2. The Using Agency will provide the following: [ENTER]
3. [ENTER ADDITIONAL CLIENT RESPONSIBILITIES.]

Assumptions:

1. ICF may add or remove ICF resources based on Project requirements. ICF shall notify Client of removed or replaced ICF resources.
2. The ICF Project Manager will direct, supervise, and manage the work assignments of ICF resources.
3. ICF will provide the Services from its U.S. based offices, and if required, on site at Client facilities.
4. [ENTER ADDITIONAL ASSUMPTIONS.]

D. FEES, EXPENSES AND PAYMENT

Fees: ICF's Services for this project will be provided to Client on a time-and-materials basis.

In the performance of Services, ICF, in its sole discretion, may determine the estimated hours to be allocated among the roles and rates set forth below. ICF shall only use the hourly billing rates by position as set forth in Exhibit 2 of the Agreement to determine the fees to be billed to Client for the Services provided under each Task Order. The Parties agree that ICF shall not exceed its total estimate stated below without Client's written consent; however, ICF shall not be obligated to continue performance of Services or to otherwise incur costs in excess of the total amount allotted, unless and until Client and ICF agree, in a written Change Order, that such total allotted amount has been increased.

ICF will provide the following resources at the rates listed below:

Role	Hourly Rate	Estimated Hours	Estimated Fees
[Role Description 1]	$		$
[Role Description 2]	$		$
Total Estimated Hours/Fees:			**$**

Expenses: The County will reimburse ICF for travel and/or other expenses expressly authorized in this Task Order as permitted under the Agreement. Any travel will be pre-approved in writing (email acceptable) and billed to the County monthly in arrears as incurred.

Expense	Estimated Expenses
Estimated Travel	$
Other Direct Costs (ODCs)	$
Total Estimated Expenses:	**$**

Invoicing and Payment: ICF will invoice the County based on hours incurred within thirty (30) days after the delivery date of the Services performed under this Task Order. County Contract No. 2602-01234 shall be listed on all invoices and correspondence relating to this Task Order. Invoices shall be paid within thirty (30) days after a correct invoice is received, in accordance with the terms of the Agreement.

E. INTELLECTUAL PROPERTY; PRE-EXISTING MATERIALS

Notwithstanding anything to the contrary in the Agreement, ICF retains all right, title, and interest in and to its pre-existing and independently developed methodologies, tools, templates, software (including any configuration of commercial or third-party tools), know-how, processes, and other intellectual property (collectively, "ICF Background IP"). Any ICF Background IP provided or made available in connection with the Services, or embedded in any Deliverables, is not a "Deliverable" and is not a "work made for hire."

To the extent any ICF Background IP is incorporated in a Deliverable, ICF grants the County and the Using Agency a non-exclusive, non-transferable, royalty-free license to use such ICF Background IP solely as necessary to use the Deliverable for the County's internal governmental purposes. No other rights are granted by implication, estoppel, or otherwise. The County will not remove or obscure any proprietary notices included in or on ICF Background IP.

For clarity, the County will own the Deliverables created specifically for the County under this Task Order, excluding ICF Background IP, and subject to any third-party license terms applicable to software or tools not owned by ICF.

F. AUTHORIZATION

This Task Order shall become binding upon execution by Client and acceptance by ICF.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Task Order as of the Task Order Effective Date.

ICF Incorporated, L.L.C.	**Using Agency Legal Entity Name**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT 2

Scope of Work

Exhibit XX
SCOPE OF WORK

The services described in this Exhibit are illustrative only. No Services shall be performed unless and until authorized by a Task Order. In the event of a conflict between this Exhibit and a Task Order, the Task Order shall control. All services will be aligned with the awarded labor categories, rates, expenses, and tasks.

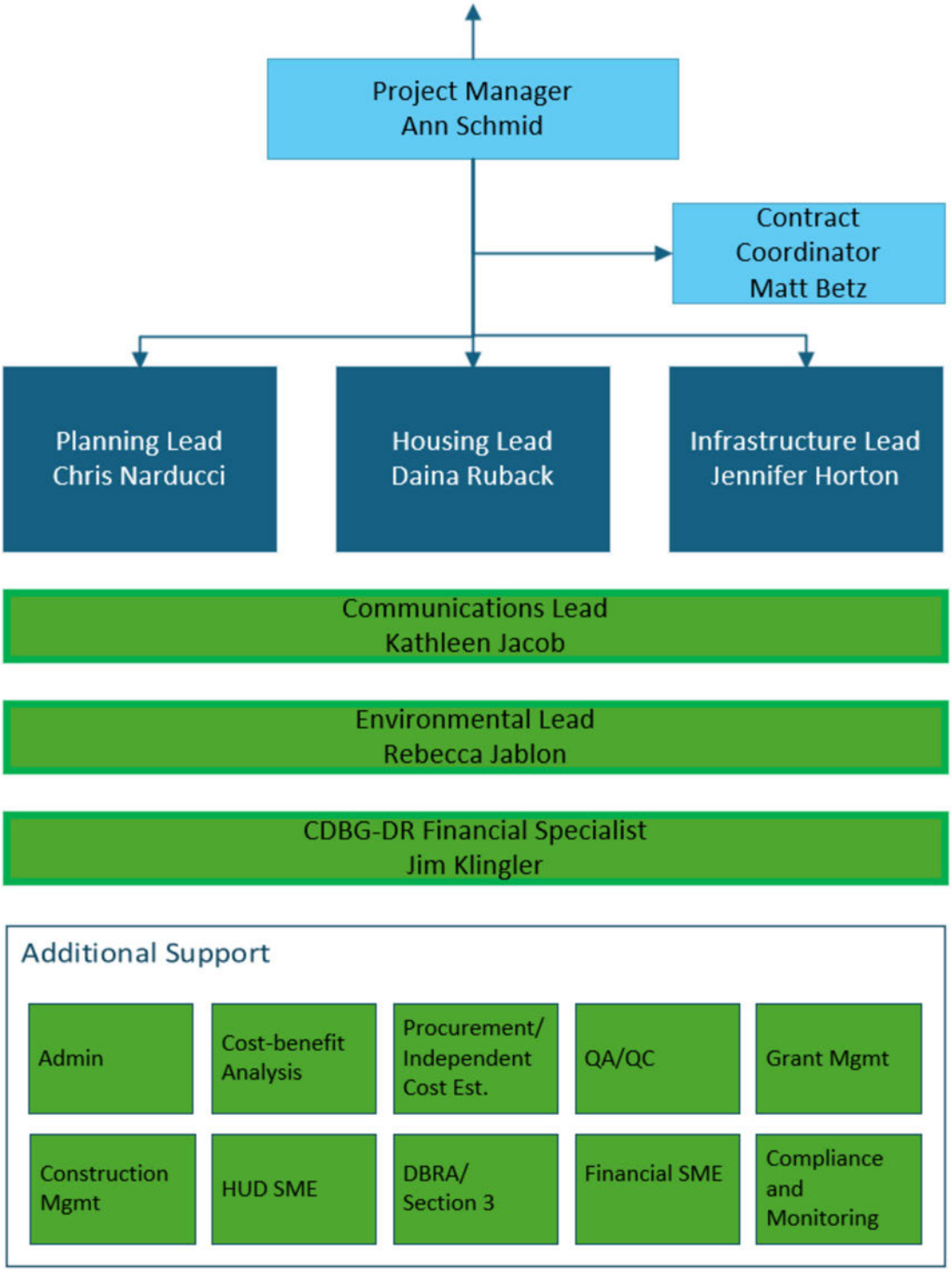
The Contractor shall:

- Act as a strategic advisor to the Department of Planning and Development (DPD) in developing, implementing, and managing disaster recovery, mitigation, and resilience programs. This includes providing guidance, technical expertise, and hands-on support to DPD staff to effectively carry out program and project activities.
- Provide cost proposals on an engagement-by-engagement basis in response to written Task Orders. Proposed pricing shall not exceed the hourly rates awarded for each labor category.

Key Personnel

The following ICF team members have been identified as Key Personnel in support of this contract. ICF will utilize a large team of qualified professionals based on the County's needs. Each Task Order will be scoped in alignment with the County's requests. ICF may add or remove ICF resources based on Task Order requirements, and staff availability. ICF shall notify County of removed or replaced ICF resources.

COOK COUNTY
BUREAU OF
ECONOMIC
DEVELOPMENT



Ann Schmid | **Project Manager** (Project Manager)
Total Years of Relevant Experience: 16
Education: MS, Historic Preservation
Qualifications Summary: After growing up in the Chicago region, Ann Schmid has gained over 16 years of experience in working with federal programs and regulations. In her previous role as the disaster recovery team leader for the State of Iowa, she managed over $200 million in CDBG-DR grants. She has worked with CDBG-DR grants through the grant lifecycle, from Action Plan development, public engagement, and program design to program launch, implementation, monitoring, and closeout with HUD. Ann is knowledgeable of all compliance components associated with HUD grants and can convey complex regulatory requirements to grantees. Ann started her career in disaster management working for FEMA in the Public Assistance (PA) Program and is well versed in managing projects with multiple funding sources and differing federal requirements.

Matt Betz | **Contract Coordinator** (Project Manager)
Total Years of Relevant Experience: 13
Education: MA, Technical Communication and Rhetoric
Matt Betz has extensive experience with CDBG-DR and CDBG-MIT programs. He has been a major contributor to compliance trainings, technical support, buyout program and URA administration, and HUD Section 3 compliance. Matt supported the first CDBG-MIT–funded buyout program in the United States, engaging with and assisting an estimated 3,400 property owners through home sales, incentives, and housing counseling. He oversaw program development and establishment of trainings and staffing materials, SOPs, and program collateral, and he provides subject matter expertise on public and local government outreach and engagement strategies and material development. Matt also shares his experience and expertise by providing HUD TA to grantees administering their own CDBG buyout programs.

Jim Klingler | **CDBG-DR Financial Specialist** (CDBG-DR Financial Specialist)
Total Years of Relevant Experience: 25+
Education: MPA, Public Administration,
Qualifications Summary: Jim Klingler is an accomplished executive with a strong record of delivering results within federal, state, and municipal government settings. With over 25 years of experience, he is an expert in government financial operations, grants management, and program development. For more than 5 of those years, he designed and led all CDBG-DR finance for the State of North Carolina. Jim has developed financial management systems, standard operating procedures, invoicing and budget tools, and financial analyses, and he established and staffed financial operations to manage $1.83 billion in federally

funded recovery assistance. His experience includes serving as Chief Financial Officer for the North Carolina Office of Recovery and Resiliency, where he led budget, accounting, business systems, and compliance functions for major recovery programs. Chris Narducci | **Planning Lead** (CDBG-DR, Planning and/or Mitigation SME II)
Total Years of Relevant Experience: 15
Education: Master of Urban Planning
Qualifications Summary: Chris Narducci, a former community development and hazard mitigation specialist for the U.S. Department of Housing and Urban Development (HUD), brings extensive experience in disaster recovery and mitigation needs assessment and program design. For over a decade, he has focused on CDBG-DR program implementation and research related to disaster recovery, hazard risk reduction, and community development. He has worked with HUD to launch and implement the Rebuild by Design (RBD) and the National Disaster Resilience (NDR) Competition initiatives, two national efforts to design resiliency into the disaster recovery process.

Daina Ruback | **Housing Lead** (Specialist III)
Total Years of Relevant Experience: 15
Education: MA International Political Economy and Development
Qualifications Summary: Daina Ruback brings over 15 years of experience in community development, disaster recovery, and federal grants management, with a proven track record leading multimillion-dollar CDBG and CDBG-DR programs from planning through closeout. She is an expert in HUD compliance and has developed monitoring frameworks, risk assessments, and internal controls to ensure subrecipient accountability. Ms. Ruback has managed cross-functional teams and provided technical assistance to state and local governments, delivering tools and training to strengthen compliance and reporting.

Jenny Horton | **Infrastructure Lead** (Senior CDBG-DR Specialist)
Total Years of Relevant Experience: 8
Education: MSSW
Qualifications Summary: Jenny Horton is a CDBG-DR compliance and training expert with extensive experience in federal grant implementation and stakeholder support. She holds an MSSW and has over seven years of CDBG/CDBG-DR project management experience, nine years in quality assurance, and nearly a decade in training program design and delivery. As the CDBG-DR Training Lead at ICF, she has led hundreds of training sessions across various recovery programs. Jenny provides clear, actionable guidance on CDBG-DR regulatory frameworks and supports nonprofit and local government subrecipients, as well as agency staff.

Rebecca Jablon | **Environmental Lead** (Specialist III)
Total Years of Relevant Experience: 20
Education: MCRP, City and Regional Planning
Qualifications Summary: Rebecca Jablon is an environmental planning expert with extensive experience in HUD-funded disaster recovery programs throughout the country, including Cook County and the City of Chicago. She specializes in environmental review processes under NEPA and HUD regulations, including Environmental Review Record preparation and tiered reviews, and streamlining operational strategies. Rebecca has led consultations with federal and state agencies, developed standard operating procedures (SOPs) for environmental compliance, and trained stakeholders on regulatory requirements. Her leadership ensures projects meet environmental standards while maintaining efficiency and transparency.

Kathleen Jacob | **Outreach and Communications Specialist** (Sr. Project Analyst)
Total Years of Relevant Experience: 20
Education: BA, Broadcast Journalism
Qualifications Summary: Kathleen Jacob has nearly 20 years of experience in strategic communications, public relations, and outreach, with a focus on housing and disaster recovery programs. She has led the development and execution of comprehensive communication campaigns for state and federal agencies—creating public information materials, multimedia content, and stakeholder engagement strategies that reach diverse audiences. Currently, Kathleen supports disaster communication efforts for agencies administering CDBG-DR funds in Illinois, North Carolina, New Jersey, Oregon, and Florida.

1. Overall Grants Management

A. Serve as Community Development Block Grant – Disaster Recovery (CDBG-DR) regulatory lead, providing ongoing guidance to staff, leadership, and partners.
B. Support DPD in setting overall priorities, ensuring alignment with national objectives and U.S. Department of Housing and Urban Development (HUD) guidance.
C. Develop and maintain detailed timelines, workplans, and milestones, with progress tracking and risk mitigation strategies.
D. Provide policy and procedural recommendations and drafts to strengthen program integrity and efficiency.
E. Advise and assist in drafting, reviewing, and executing partner, interagency, and intergovernmental agreements.
F. Assist in identifying program risks and recommend corrective measures.
G. Support coordination and communication with federal agencies, state/local leadership, subrecipients, and external stakeholders.

H. Provide strategic advice on program scalability, sustainability, and long-term recovery planning.
I. Assist in development of action plan amendments, revisions, and updates and quarterly progress reports (QPR) plus routine Disaster Recovery Grant Reporting (DRGR) reports.
J. Support in HUD required reporting.

2. Program / Project Development & Management

A. Support design, development, and implementation of individual programs/projects.
B. Assist in developing flowcharts, business processes, applications, and program guidelines.
C. Ensure program operations align with the CDBG-DR Action Plan and its amendments.
D. Ensure all program activities are aligned and coordinated with other CDBG-DR initiatives, as well as with disaster recovery and mitigation efforts across the County and carried out by other CDBG-DR grantees.
E. Advise on subrecipient and beneficiary selection criteria, including equity considerations and compliance with HUD requirements.
F. Assist with drafting and reviewing scopes of work, contracts, and award agreements with agencies and beneficiaries.
G. Support housing and infrastructure construction implementation and manage/ advise on projects from design/engineering through completion.
H. Support completion of environmental reviews in compliance with 24 CFR Part 58 (HUD's CDBG-DR National Environmental Policy Act [NEPA] regulations) for housing and infrastructure construction projects.
    a. ICF assumes the completion of the following, based on review of the Action Plan, updated September 23, 2025:
        i. A Determination of Exemption to cover planning and administration services
        ii. A tiered review, inclusive of a Tier 1 Categorical Exclusion Subject (CEST) to 24 CFR 58.5 and up to 2,400 Tier 2 CESTs for the Residential Flood Rehabilitation and Resilience Program
        iii. Up to five Environmental Assessments (EAs) for the Multi-Family Affordable Rental New Construction Program
        iv. Up to five EAs that comply with both U.S. Federal Emergency Management Agency (FEMA) and HUD NEPA regulations for the FEMA HMGP Non-Federal Match Program
        v. Up to 10 EAs for the Community Flood Infrastructure Improvements Projects

vi. Up to four EAs for the Infrastructure in Support of New Housing Program

b. No specialized studies are anticipated.

I. Support programs' launch activities, performance tracking, and troubleshooting implementation challenges.

J. Provide technical assistance and subject matter expertise as new program needs arise.

3. Financial Management

A. Advise on development and maintenance of financial policies, procedures, and internal controls.

B. Assist in designing and implementing financial tracking systems for expenditures, obligations, and reimbursements.

C. Support budgeting, forecasting, and expenditure monitoring.

D. Provide guidance on cost allocation, cost reasonableness, and categorization of direct vs. indirect costs in compliance with 2 CFR Part 200.

E. Support preparation for internal and external financial audits and reviews.

F. Prepare and submit financial reports, including SF-425, quarterly performance reports, and drawdown requests via HUD's DRGR system.

G. Conduct financial risk assessments and recommend corrective actions as needed

4. Data Systems & Reporting

A. Provide guidance on design, development, implementation (including user testing), and enhancement of current and new systems to track applications, awards, and expenditures.

B. Support data migration from prior HUD grants into new system, as needed

C. Support integration and reporting through HUD's DRGR and other applicable IT systems.

D. Assist in developing templates, standardized forms, and procedures for standard program management activities (such as application management) HUD reporting, including QPRs.

E. Support data quality control, performance tracking, and corrective data management processes.

F. Assist in designing public-facing reporting tools, including websites and dashboards, to ensure transparency.

5. Training & Capacity Building

A. Provide initial and ongoing training for DPD staff, subrecipients, contractors, and other partners, including the use of standard modules in the DR program management system.
B. Develop technical assistance materials, training guides, and learning modules.
C. Conduct one-on-one coaching, workshops, and capacity-building sessions as needed.
D. Update training programs periodically to reflect regulatory changes and evolving best practices.

6. Compliance & Monitoring

A. Advise and assist in drafting compliance and monitoring policies and procedures, including required program policies & procedures
B. Support implementation of procedures to uphold compliance with federal regulations and requirements, including but not limited to:
    a. 2 CFR Part 200
    b. CDBG-DR requirements as stated in the universal notice published on January 13, 2025 (90 FR 1754), and as amended.
    c. Davis-Bacon
    d. Section 3 rules and requirements
    e. Environmental Requirements
        i. ICF will ensure the appropriate level of environmental review is completed in accordance with 24 CFR Part 58
        ii. ICF will ensure accurate and complete documentation is compiled into an Environmental Review Record (ERR) in accordance with HUD NEPA's regulations (24 CFR Part 58), and, as applicable, FEMA's NEPA-implementing regulations (Directive 108-1 and companion instructions 108-1-1, approval date 08/07/2025)
        iii. ICF will ensure that the ERR is inputted into the HUD Environmental Review Online System (HEROS)
    f. Fair Housing and Equal Opportunity laws
    g. Uniform Relocation Act
    h. State and local building codes, zoning, and standards
    i. Other federal regulations, award requirements and conditions, and other requirements as applicable
C. Support review of subrecipient and contractor agreements, tools, and deliverables for compliance alignment.
D. Assist with internal monitoring, quality assurance, and file reviews.

E. Support preparation for HUD, Office of Inspector General (OIG), and other external monitoring and audit reviews, including corrective action follow-up.
F. Provide technical guidance on addressing findings, allegations of fraud, or non-compliance issues.
G. Assist with program closeout, record retention, and compliance certification processes.

7. Communications & Outreach

A. Provide guidance and support in developing and implementing comprehensive communications strategies.
B. Coordinate public outreach efforts, to ensure inclusive participation by citizens and stakeholders. Draft and maintain plain-language content for public-facing materials, websites, and reports.
C. Support translation and interpretation services, including development of a Language Action Plan, to ensure language access for Limited English Proficiency (LEP) populations
D. Ensure all public-facing materials comply with HUD branding and accessibility standards, including Section 508 compliance.
E. Coordinate with legal and compliance teams to ensure messaging aligns with regulatory requirements and avoids misrepresentation.

EXHIBIT 3

Schedule of Compensation

Schedule of Compensation

ICF Contract #2602-01234

Total Estimated Labor Hours: 33,838			
	Sub-Category Costs		Total Category Costs
Activity Delivery Costs by Program:			
Community Flood Infrastructure Improvement Projects	$	836,271.89	
FEMA Hazard Mitigation Grant Non- Federal Match	$	71,230.33	
Infrastructure in Support of New Housing	$	382,101.91	
Multifamily Rental Housing	$	566,201.48	
Residential Flood Rehabilitation and Resilience Program	$	2,378,943.16	
TOTAL Activity Delivery Costs:			$4,234,748.77
Planning			$ 481,612.22
Admin			$ 1,187,068.25
Total Contract Value			$ 5,903,429.24

Funding may be reallocated among tasks by up to fifteen percent (15%), as needed to complete the work, with no change to hourly rates and no increase to the overall not-to-exceed amount.

Position	Hourly Billing Rate
Project Manager	$195
Senor CDBG-DR Specialist	$170
CDBG-DR Specialist	$130
CDBG-DR Financial Specialists	$180
Experienced Trainer	$165
CDBG-DR, Planning and/or Mitigation SME II	$199
CDBG-DR, Planning and/or Mitigation SME I	$175
Specialist III (Environmental/Outreach/Reporting/Construction Management)	$205
Specialist II (Environmental/Outreach/Reporting/Construction)	$169
Specialist I (Environmental/Outreach/Reporting/Inspections)	$125
Analyst III (Eligibility/Case/Finance/Outreach)	$100
Analyst II (Eligibility/Case/Finance/Outreach)	$90
Analyst I (Eligibility/Case/Finance/Outreach)	$80

Exhibit 4

Information Technology and Data Special Conditions

Cook County Government
Information Technology and Data Special Conditions Addendum

Together the Professional Services Agreement ("PSA") Cook County contract 2602-01234, including any attachments thereto, and this Information Technology and Data Special Conditions Addendum ("Addendum"), form the "Agreement." County and Consultant agree that, with respect to County Data and/or County Intellectual Property, including any Consultant obligations, representation, or warranties related thereto, in the event of conflict between this Addendum and any other terms in the Agreement, this Addendum takes precedent over, controls and supersedes any term or clause to the contrary.

I. Definitions

a. "**AI System(s)**" means a machine-based framework that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions influencing physical or virtual environments. "AI System" includes machine-based frameworks utilizing generative pre-trained transformers and large language models.

b. **"Applicable Data Security and Privacy Law(s)"** means any applicable and relevant US laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.); the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.); FBI CJIS Security Policy; the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq.; the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq.; the Payment Card Industry Data Security Standard, including any subsequent updates, amendments and implementing regulations to the above laws, that may be applicable to the provision of the Services, Software, use of AI System, and/or this Agreement.

c. "**Biometric Identifier**" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, and includes any expansion of this definition as enacted by the relevant legislative body and/or related case law. Additionally, photographs, videos, and voice recordings are included only to the extent utilized to capture such scans or prints.

d. "**Biometric Information**" means any information, regardless of how captured, converted, stored, or shared, based on an individual's Biometric Identifier that is used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of Biometric Identifiers. Biometric Information includes the most recent meaning or binding

judicial interpretation of the term "biometric information" as defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

e. "**Business Associate Agreement**" means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

f. "**Cardholder Data**" means data that meets the definition of "Cardholder Data" in the most recent Payment Card Industry Data Security Standard.

g. "**Consultant**" means the same as "Contractor" as both terms are defined in County Professional Services Agreement, or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement. "Contractor" and "Consultant" may be interchangeably used. "Consultant" includes employees, representatives, subcontractors, and agents of Consultant.

h. "**Consultant Confidential Information**" means all non-public proprietary information of Consultant that is marked confidential, restricted, proprietary, or with a similar designation, provided that Consultant Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

i. "**County**" has the same meaning as defined in the Cook County Procurement Code, located at Chapter 1, Sec. 1-3, of the Cook County Code of Ordinances as amended.

j. "**County Confidential Information**" means all non-public proprietary information of the County, including Personally Identifiable Information and any information exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

k. **"County Data"** means any and all information, in any form, that the County provides access to or shares with Consultant.

County Data also includes, without limitation, all information provided by County employees and representatives, as well as information provided by any third party on the County's behalf, to Consultant, and any information owned, created, and/or maintained by County that Consultant encounters during the term of this Agreement.

County Data does not include any data or intellectual property owned or created by Consultant, including proprietary or trade secret data, except for any data or intellectual property that the County is commissioning or purchasing from Consultant or that Consultant has been hired to create for the County.

l. "**County Intellectual Property**" or "**County IP**" means all Intellectual Property owned or licensed by the County, including Developed IP.

m. "**Criminal Justice Agency(ies)**" means a court, governmental agency (federal, state, local or tribal), or any subunit of governmental agency, that administers criminal justice pursuant to a statute or executive order and allocates a substantial part of its annual budget to administering criminal justice. Criminal Justice Agency includes state and federal Inspector General Offices and Sheriff's Offices.

n. "**Criminal Justice Information**" or "**CJIS Information**" means data or information, in virtual or hard copy form, collected by Criminal Justice Agencies regarding individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, informations, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records if such information does not indicate the individual's involvement with the criminal justice system.

Criminal Justice Information also means any data that meets the definition of "Criminal Justice Information" in the most recent version of FBI CJIS Security Policy as well as data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

o. "**Cyber Incident**" means an occurrence of any kind that is reasonably likely to threaten or compromise, or does threaten or compromise, the security, integrity, availability, and confidentiality of, or access to, an information system, computer system, and/or the cyber security tools, controls, or procedures put in place to secure Consultant's systems, endpoints, servers, and/or its cloud environment, and has the potential to cause a Data Breach. Cyber Incident includes, but is not limited to, a ransomware event; a large scale failure of Consultant's Information Security System; any configuration problems which cause data to be stored or shared in violation of either Consultant's or Consultant's Third Party Vendor's Information Security Program; and any mistake or unintentional issue that causes cybersecurity protections to fail or otherwise not protect County Data and/or allows for the unauthorized access to or exfiltration of County Data.

p. **"Data Breach"** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, modification, destruction, corruption, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity, or availability of any County Confidential Information.

q. **"Data Subject"** and any variation of that word mean the same as defined in Applicable Data Security and Privacy Laws.

r. **"Data Subject Request"** means a request made by a Data Subject to exercise any rights of Data Subjects under the Applicable Data and Security Privacy Laws.

s. "**Deliverable**" means the same as defined in the Professional Services Agreement or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.

t. "**Developed Intellectual Property"** or **"Developed IP"** means Intellectual Property conceived, developed, authored, or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to, or enhancements (derivative works) of, third party Intellectual Property to the extent not owned by the licensor of the third party IP under the terms of the applicable license.

u. "**Evolution Data**" means data created by, incorporated into, and a component of the AI System's evolution during training and subsequent use by County during the Term, including retained portions of any training data, production data, or Output Data as provided, directly or indirectly, by County.

v. "**Information Security Program**" means a detailed set of policies, procedures, and principles that describe how an organization protects its data and systems from unauthorized access, use, disclosure, disruption, modification, or destruction.

w. "**Input Data**" means data, regardless of form, that is entered into an AI System for processing.

x. "**Open Source Materials**" means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code as defined by the Open Source Initiative and "free" code as defined by the Free Software Foundation.

y. **"Output Data"** means generated outputs such as predictions, information, content, recommendations, or decisions provided by an AI System in response to processing Input Data.

z. "**Personally Identifiable Information**" means personal data or information that relates to a specific, identifiable, individual person, including County personnel, and includes all variations of that term as defined in the Applicable Data and Security Privacy Laws. For the avoidance of doubt, Personally Identifiable Information includes: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information,

including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as Personally Identifiable Information under Data Breach Notification Laws.

aa. **"Personal Health Information"** means information relating to the past, present, or future physical or mental health or condition of an individual; to the provision of health care to an individual; or to payment (whether past, present, or future) for health care ; and either (i) Identifies the individual; or (ii) provides sufficient information that could reasonably be used to identify the individual, but that is not included in the definition of Protected Health Information under 45 C.F.R. 160.103.

bb. "**Protected Health Information**" or "**PHI**" has the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

cc. "**Services**" means the same meaning as defined in Article 3 of the County Professional Services Agreement or "Deliverables" as defined in the County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.

dd. "**Software**" means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

ee. "**Third-Party Vendor**" means any subcontractor, company, independent contractor, or vendor of any kind that is not a direct employee or corporate division of Consultant. Third Party Vendors includes Subconsultants as may be defined in the Underlying Contract.

II. Data Storage and Access

a. **Data Storage**: Consultant agrees to store all County Data in compliance with Section III Privacy and Data Security of this document. Consultant agrees to ensure that County Data it receives and stores is kept in the same technical format (not including the application of encryption) and is organized in the same manner (as close to a 1 to 1 storage as possible) as it was received by Consultant.

Consultant also agrees to minimize storing or transferring County Data on portable media devices and will only store or transfer County Data on portable media devices with prior written approval from County. Should it be necessary to store or transfer County Data via a portable media device, Consultant agrees to secure the

same with commercially available cybersecurity tools (i.e., requiring multi-factor authentication to access such portable media device), and to track in a security log all instances of downloads of County Data to a portable media device and the chain of custody of such media device until County Data is securely deleted from same. Consultant further agrees that any such portable media device will fully encrypt the data, and that authority to access or remove the portable media device containing County Data is granted only with demonstrated need. Consultant will only utilize portable media devices with the ability to be remotely wiped

b. **Approved Facilities:** Consultant will perform Services and host County Data only within the continental United States and only from locations owned or leased by Consultant and its Subcontractors.

c. **Data Minimization:** Consultant must implement procedures to minimize collection of Personally Identifiable Information and Personal Health Information. If Personally Identifiable Information must be collected or processed by Consultant on County's behalf, or is shared with Consultant by County for any reason, Consultant will only use such Personally Identifiable Information: (i) as directed by the County; (ii) as needed to provide contracted services to the County; and (iii) for no other purpose. If Personally Identifiable Information must be shared with a third party, Consultant will only share portions of such information necessary to accomplish the purpose of sharing and that it will comply with all requirements of Section V before sharing with such third party.

d. **Data Access and E-Discovery**: The County may request any County Data in Consultant's possession at any time for any reason, without limitation. Consultant shall reasonably facilitate such requests promptly after the County's request.

   Consultant agrees to only delete County Data in compliance with applicable law and the Data Deletion section of this Agreement. Consultant also agrees to halt any deletion of County Data promptly, including directing its Third-Party Vendors to do the same, if the County informs Consultant in writing that such data must be preserved.

e. **Compliance with Applicable Data Applicable Data Security and Privacy Law(s)**: If the County is required to respond to a Data Subject Request, Consultant agrees to reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws. If Consultant receives a Data Subject Request related to this Agreement, Consultant will notify County of such request as soon as reasonably practicable and will reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws.

f. **County Confidential Information**. All County Confidential Information shall remain the property of the County, and no license or other rights to the Consultant is granted or implied hereby. Consultant shall not disclose or allow disclosure of any of the County's Confidential Information to any third party, except to Consultant's employees and representatives, who are subject to written and enforced obligations to keep such Confidential Information confidential, and shall only use and disclose such County Confidential Information (i) for purposes of performing its obligations under this Agreement, and/or (ii) in connection with any SOW/Order Form (including in the course of discussions or exploration of a potential SOW/Order Form which may or may not ultimately be executed). Consultant remains responsible for any breach of this section by its employees and representatives.

   i. In the event that Consultant is required to disclose County Confidential Information in accordance with a judicial or governmental requirement or order, Consultant shall limit disclosure of such data in compliance with Section III(c)(iii) of this Addendum.

   ii. County Confidential Information shall be subject to the confidentiality obligations of this Section III(f) for ten years following Consultant's return or destruction of County Confidential Information in accordance with subsection iv below.

   iii. **Injunctive Relief**. Consultant acknowledges that disclosure of any County Confidential Information by it or its employees or representatives may give rise to irreparable injury to the County not adequately compensated by damages. Accordingly, the County may be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this section, in addition to any other legal remedies that may be available.

   iv. **Return or Destruction of County Confidential Information**. Unless otherwise provided in this Agreement, upon the earlier of the County's request or termination or expiration of this Agreement, Consultant shall, at the County's option, promptly destroy or return all County Confidential Information, including all copies in any form or medium, in its possession or control, in compliance with Section III(e) of this Addendum.

g. **Information Access**: Consultant may not permit access to any County Confidential Information by any unauthorized individual or entity. Consultant must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Consultant will, upon request from the County, provide the County with an updated list of its personnel with access to County Data and the level of such access.

h. **Public Records Laws**: Consultant will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Consultant must: (a) store County Data such

that each record is individually accessible for the length of the County's scheduled retention; (b) retain a minimum of two copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Consultant.

III. Privacy and Data Security

a. **General Requirement of Confidentiality and Security**: Consultant will maintain the confidentiality and security of all County Data that it has copies of or access to. Without limiting Consultant's other obligations under this Agreement, Consultant must use commercially available and state-of-the-art cybersecurity tools and controls meeting this Section III's requirements to provide reasonably appropriate security protection to County Data proportionate to the type and sensitivity of County Data at issue. Similarly, Consultant must provide and perform all Services and Software securely in compliance with the requirements of this Section III using security technologies and techniques in accordance with industry-leading practices and County security policies, procedures and other requirements made available to Consultant in writing. This includes network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect County Confidential Information. Consultant must secure all Personally Identifiable Information with the highest level security commercially available, and must also encrypt all Personally Identifiable Information and Personal Health Information in transit, during processing, and at rest. The requirements of this Section III shall apply to all of Consultant's Systems and the facilities where such Consultant Systems are used to collect, store, handle, process, backup, dispose, and/or access County Data.

b. **Applicable Data Security and Privacy Laws:** Consultant agrees to comply with and abide by all Applicable Data Security and Privacy Laws, including those applicable to the Consultant if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

c. **Data Ownership:** Consultant recognizes and agrees that the County possesses and retains all right, title, and interest in and to County Data, and that Consultant's use, access to and possession thereof is solely to fulfill its obligations under this Agreement and that any processing and use of County Data by the Consultant is done solely on the County's behalf and for the County's benefit.

    i. Consultant further recognizes and agrees that:

1. County Data is valuable property of the County and may include proprietary, sensitive, private and/or trade secret information; and
2. County Data may include original compilation pursuant to copyright laws of the United States and other jurisdictions; and
3. The County has dedicated substantial resources to collecting, managing, securing and compiling County Data; and
4. County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement; and
5. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Consultant or commercially exploited by or on behalf of Consultant.

ii. The County grants Consultant a limited, non-transferrable and royalty free license to use and access County Data solely as necessary to fulfill Consultant's duties under this Agreement. Without County's prior written consent, Consultant shall not:
1. access or use any County Data for any purpose other than to fulfill its duties and obligations under this Agreement; or
2. give third party access to or copies of County Data, unless in compliance with the Third-Party Vendor section below.

iii. In the event that Consultant is required to disclose County Data in accordance with a judicial or governmental requirement or order, Consultant will, except to the extent prohibited by law:
1. give the County reasonable prior notice and opportunity to object or seek a protective order or other appropriate remedy;
2. Cooperate with the County so the County may object to or seek a protective order or other appropriate remedy;
3. disclose only portion(s) of the County Data that it is legally required to disclose.

d. **Consultant as a Data Processor**: Consultant understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates processing Personally Identifiable Information, it will act only on direction from the County.

e. **Data Deletion**: Consultant agrees that at the conclusion of this Agreement or upon the written request of the County, it will promptly:
i. return all versions and copies of County Data to the County in such a format that the County may reasonably request and;
1. provide County with adequate bandwidth and other resources to remove County Data from Consultant servers; and

2. provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the same manner as used by Consultant.

ii. after returning all County Data to the County, delete all versions or copies of County Data from any location and all systems under Consultant's control, including but not limited to Consultant's servers, systems and any backups; and

iii. direct and ensure secure erasure of County Data by any and all of Consultant's Third-Party Vendors with copies of or access to County Data.

Consultant also agrees that in deleting County Data as required by this Agreement, Consultant shall leave no data readable, decipherable, or recoverable on its computers, servers, or other media, or those of its Third-Party Vendors, in accordance with NIST Special Publication 800-88 as revised. Promptly after Consultant has completed its deletion of County Data and has directed its Third-Party Vendors to do the same, and no later than 30 days after termination of this Agreement, Consultant shall certify such deletion to County in writing in compliance with NIST Special Publication 800-88.

f. **Data Security:** Without limiting any of its other obligations and promises elsewhere in the Agreement, Consultant shall prevent unauthorized access to, sharing, disclosure, modification, or destruction of County Data. Consultant represents and warrants that:

i. it will not permit any unauthorized access to or allow its actions or inactions to cause any loss or damage to County Data or County IP;

ii. it will comply with any and all County security policies made available to the Consultant in writing in place during the term of this Agreement;

iii. it will not use any system that is dependent on software or hardware without appropriate security updates available;

iv. it will only store County data within the Continental United States;

v. it will appropriately vet using, at a minimum, criminal background checks, identity verification of physical person to a government issued id card, and employment history verification of all employees and representatives working with or provided access to County Data and County IP and ensure that such employees and representatives are legally bound to maintain the security and confidence of County Data, County IP, and County Confidential Information; and

vi. it will not allow any foreign government or foreign owned organizations or other third parties access to any County Data, County IP, or County Confidential Information.

g. **Information Security Program**: Consultant agrees to maintain, implement, and comply with a written Information Security Program requiring industry standard administrative, technical, and physical safeguards appropriate to:

i. protect the security and confidentiality of County Data;
ii. identify and protect against threats and hazards to the security or integrity of County Data; and
iii. protect against unauthorized access, taking, sharing, destruction, modification, or use of County Data.

Consultant's administrative, technical, and physical safeguards must provide a level and scope of security not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard and state-of-the-art security standards series.

Consultant shall also ensure that the Information Security Program addresses the following:

i. Proper disposal of County Data once it is no longer needed to carry out the purposes of this Agreement and in compliance with the Data Deletion section of this Agreement;
ii. Access controls on systems and servers used to maintain, access, or transmit County Data;
iii. Access restrictions and appropriate security controls at physical locations containing County Data, including at servers and/or data banks;
iv. Multi-Factor Authentication on all systems, accounts, and endpoints, with access to store or maintain County Data;
v. Encryption of electronic County Data, at rest and in transit, in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Consultant must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.
vi. Application of least privilege principles for access to County Data, which is supplemented either by dual control procedures or segregation of duties;
vii. Regular testing and monitoring of electronic systems accessing or storing County Data; and
viii. Procedures to detect actual and attempted attacks on or intrusions into the end points, systems, or servers, containing or accessing County Data.

h. **Regular Review of Security Program**: Consultant shall review the Information Security Program and all other County Data Security precautions regularly, but no less than annually, and update them to comply with applicable laws, regulations, technology changes, and best practices.

i. **Cyber Incident**: Consultant represents and warrants that it maintains the cybersecurity of its Services and Software and takes proactive and consistent action and to prevent a Cyber Incident from affecting any County IT environment at any time. If Consultant discovers that a Cyber Incident has impacted its own

environment and has or has the potential to impact the County's IT environment, Consultant must, at no additional charge, (a) immediately undertake to address the Cyber Incident to mitigate damage and restore any affected Service, Software or equipment; (b) notify the County in writing within 48 hours of discovery of the incident; and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

j. **Data Breach**: In the event that Consultant suffers a Data Breach of any kind, it agrees to:
   I. Notify County promptly and without unreasonably delay, but no later than 48 hours after discovery or suspicion of the Data Breach. Notification shall be sent to databreach@cookcountyil.gov;
   II. Notify County promptly and without unreasonably delay, but no later than 48hours after receiving notification from a Third-Party Vendor, of a Data Breach suffered by such vendor, if that Vendor had copies of or access to County Data. Notification shall be sent to databreach@cookcountyil.gov;
   III. If the Data Breach concerns County Data:
      1. Consultant will provide County with meaningful access to the forensic investigation, including details regarding method of compromise, identity of the attackers if known and progress of remediation;
      2. Consultant will assist the County as it seeks to comply with any data breach notification requirements. Such assistance shall include not be limited to, providing the County with access to data, personnel and information relating to the County Data that may have been exposed, and, if applicable, information about any persons whose Personally Identifiable Information may have been affected or exposed;
      3. Consultant will notify any affected persons solely at the County's direction, including review and approval of all notices, and governmental regulators, as applicable;
      4. Consultant will recover affected data or information to the extent possible;
      5. Consultant will provide County with a corrective action plan acceptable to County;
      6. Consultant will not make any public announcements relating to such Data Breach without the County's prior written approval; and
      7. Consultant agrees that County has the sole right to (a) determine whether notice of any Data Breach involving County Data is to be provided and to whom; and (b) approve the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

IV. In the event of a Data Breach attributable to an act or omission of Contractor, including without limitation those of Consultant's Third-Party Vendors, subcontractors or other agents, Consultant shall also:
    1. reimburse County for any and all reasonable expenses related to data breach notifications, including the provision of credit monitoring services to affected persons;
    2. indemnify and defend the County from any and all legal actions that arise from such data breach; and
    3. compensate the County for any and all other related costs or expenses, such as recreating lost or compromised data.
V. Nothing in this section is meant to limit or restrict any of the County's other rights or potential remedies stemming from such data breach.

k. **Data Integrity and Loss of County Confidential Information.** Consultant must implement and maintain strong, industry standard measures, as detailed in Section III(g) of this Addendum, to maintain accuracy of County Data. Without limiting any rights and responsibilities under this Section III in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Consultant must promptly, at its own expense: (a) notify the County in writing within 48 hours; (b) take such actions as necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

l. **Biometric Data Security and Breach**: If Consultant will receive, handle, manage, store, review, collect, access, or otherwise process any Biometric Information as a part of this Agreement:
    i. Consultant will provide its written policies related to the retention schedule and permanent deletion of Biometric Information to County prior to Consultant's receipt of the Biometric Information.
    ii. If this Agreement requires Consultant to collect Biometric Information on behalf of the County, Consultant agrees to obtain appropriate consent, as required by the Illinois Biometric Information Privacy Act (740 ILCS 14/1, et seq.), from the person who the Biometric Information is being collected from, on behalf of both Consultant and the County.
    iii. Consultant agrees that under no circumstances will it sell, lease, trade, or otherwise profit from Biometric Information in connection with this Agreement, regardless of whether received from the County or collected directly from the person.
    iv. Consultant shall ensure that its Information Security Program, as required via this Section III, provides for and includes protection of Biometric Information. Additionally, Consultant agrees to implement any additional

data security policies and controls for Biometric Information as necessary to ensure full compliance with applicable privacy laws.

v. Consultant shall notify County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting Biometric Information. Notification shall be sent to databreach@cookcountyil.gov.

m. **Payment Card Data Security and Breach**: If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any Cardholder Data, Consultant agrees:

i. to provide the County with a copy of its most recent Attestation of Compliance and Report on Compliance establishing that Consultant has been PCI-DSS Certified. Consultant also agrees to provide updated compliance documents should its certification be renewed during the pendency of this Agreement.

ii. to ensure that its Information Security Program, as required via this Section III, provides for and includes the protection of Cardholder Data. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for Cardholder Data as may be required by the PCI Security Standards Council.

iii. If a Data Breach occurs and involves Cardholder Data, Consultant agrees to:

1. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting Cardholder Data. Notification shall be sent to databreach@cookcountyil.gov.
2. Work with the County as described above in Section III(j) to provide notification to affected Card Holders and Card Companies as necessary, including but not limited to, the provision of documents and testimony, during any resulting PCI investigation or audit of the County, at the Consultant's own expense.

n. **PHI Data Security and Breach**: If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any PHI, then Consultant agrees:

i. that in addition to this Agreement, it must enter into a Business Associate Agreement with the County entity or division providing Consultant with copies of or access to the PHI.

ii. that its Information Security Program, as required via this Section III, provides for and includes the protection of PHI. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for PHI to ensure full compliance with both the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, 110

Stat. 1936, 45 CFR 160, et. seq.) and the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5, Title XIII, 123 Stat 226).

iii. to notify the County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting PHI. Notification shall be sent to databreach@cookcountyil.gov.

o. **CJIS Data Security and Breach**: If the Underlying Contract requires or permits that Consultant receive, handle, manage, store, review, collect, access, or otherwise process any CJIS Information, then Consultant agrees:

i. to sign and return to the County, in paper or electronic copy, the CJIS Data Security Acknowledgement Receipt after the County provides Consultant with a copy of this Addendum and the CJIS Security Policy.

ii. that its Information Security Program, as required via Section III(f) of this Addendum, provides for and includes the protection of CJIS Information. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for CJIS Information to ensure full compliance with both the Criminal Justice Information Services Security Policy and the policies and standards established by the Criminal Justice Information Services Advisory Policy Board.

iii. to sign and abide by an Information Exchange Agreement with the County prior to any exchange of CJIS Information.

iv. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting CJIS Information. Notification shall be sent to databreach@cookcountyil.gov.

p. **Privacy Notice**: Consultant shall provide effective notice to the public and to individuals regarding:

i. Its activities that impact privacy, including its collection, use, sharing, safeguarding, maintenance, and disposal of personally identifiable information (PII); and

1. Authority for collecting PII; and
2. The choices, if any, individuals may have regarding how Consultant uses PII and the consequences of exercising or not exercising those choices; and
3. The ability to access and have PII amended or corrected if necessary.

ii. The Consultant's privacy notice shall describe:

1. The PII collected and the purpose(s) for which it collects that information; and
2. How the Consultant uses PII internally; and
3. Whether individuals have the ability to consent to specific uses or sharing of PII and how to exercise any such consent; and

4. How individuals may obtain access to their PII; and how PII will be protected.

iii. For the avoidance of doubt, where Consultant processes County Data as a Processor under this Agreement, the County shall determine the content of any privacy notice in connection with the processing of County Data. Upon request, the Supplier shall make such notice available to relevant individuals as reasonably instructed by the County.

IV. Consultant Personnel: Consultant will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use County Data necessary to perform the Services, and will not make it available to any Third Parties except as specifically authorized hereunder. Consultant must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Consultant personnel who may have access to the aforementioned must execute agreements concerning access protection and data/software security consistent with this Agreement.

V. Third-Party Vendors: Consultant agrees that if it is to utilize third party vendors for this Agreement that require access to or copies of County Data in order to perform its work, that it will:

a. Ensure that all such vendors and their employees are located within the Continental United States, unless approved in writing in advance by County;
b. Ensure that no such vendor is owned in part or in whole by a foreign government, unless approved in writing in advance by County;
c. Provide a written list of such vendors to the County, along with a link to or copy of the vendors' privacy and data security policy;
d. Ensure that Consultant's contracts with such vendors contain the appropriate data security and privacy protections for County Data that are the same or at least as stringent as the provisions contained within this Agreement;
e. Ensure that each vendor is required to promptly notify Consultant of any Data Breach suffered by the vendor that concerns County Data;
f. Notify County immediately upon receiving notification from a vendor of any Data Breach that concerns County Data;
g. Remain responsible for any resulting costs, liability, charges or expenses incurred by the County and stemming from the action or inaction of such Third-Party Vendor; and
h. In the event of a Data Breach stemming from such vendor, assist the County with obtaining information, documents, and access to persons necessary to investigate such Data Breach and provide necessary legal notifications.

VI. Audit Rights

a. **Data Security Audit**: Consultant agrees to have a third party audit of its security controls, such as an ISO27001 performed at least annually, and, at its sole cost and expense, to provide the County and its auditors with the certificate for all locations

at which the County Data is processed or stored. Additionally, Consultant agrees to allow the County to directly audit its Information Security Program and related controls within 30 days of receiving an official request from the County.

Consultant agrees to provide evidence of third party audit as validation of security controls upon request relevant to the provision of Services or to Consultant's obligations under the Agreement.
Any audit will be conducted during regular work hours to ensure minimal disruption to normal business operations. The process is designed so that it does not negatively affect the ongoing activities of the Consultant.
No artifacts will be removed from the Consultant's premises during the audit. All materials and evidence are to remain onsite throughout the audit process.
If technical testing is required as part of the audit, full disclosure must be made to the Chief Information Security Officer or their designated representative. In addition, the auditor is required to sign a rules of engagement agreement, which clearly identifies the scope of testing to be performed.
The onsite portion of the audit will not exceed two business days, ensuring an efficient and focused review within a limited timeframe.

b. **Third Party Vendor Audits**: Consultant must ensure that all agreements with its Third Party Vendors performing Services under this Agreement include the right for County to audit. Consultant agrees to facilitate a County audit of its third party vendors, or (if agreed by the County as an alternative) to obtain and provide evidence of any third party audit of its Third Party Vendors. Consultant also agrees that if needed, it will directly conduct an audit of its Third Party Vendors and provide the County with the results.

c. **CJIS Information Audits:** To the extent that this Agreement concerns CJIS Information, Consultant agrees that, in addition to the County's audit rights, the FBI may also be authorized to perform a security audit of Consultant's and/or Consultant's vendor's systems during the pendency of this Agreement and a final audit at the termination of this Agreement.

VII. Intellectual Property

a. **Consultant Intellectual Property Warranty**: Consultant represents and warrants that it owns, or is authorized to use, all Consultant IP, and Consultant-provided third-party IP.
b. **Open Source Material**: Consultant represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Consultant represents and warrants that all OSM materials provided to County or used on County's behalf comply with their license agreements. Unless otherwise specified in this Agreement, Consultant must maintain OSM support, including required patching and security updates, which will be provided promptly after release. Consultant must not use any materials allowing users to modify or

incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as "copyleft."

c. **Developed Intellectual Property**: With regards to any Intellectual Property specifically developed for the County by Consultant under the terms of this Agreement, Consultant hereby irrevocably and unconditionally assigns, transfers, and conveys to the County, without further consideration, all of its right, title, and interest in such Developed Intellectual Property. This transfer will take place immediately upon the creation and completion of such works without need for further documentation or action on the part of the Parties. Consultant agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed Intellectual Property.

d. **Software Licenses**: This Agreement contains all terms and conditions relating to any and all licenses in Consultant-Provided Software and Consultant Intellectual Property. Except as explicitly set forth elsewhere in this Agreement, all licenses that Consultant grants in Consultant-Provided Software include: (a) the right of use by Third Party Consultant for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Consultant may audit the use of license entitlements.

e. **County Intellectual Property**: Consultant acknowledges that County retains all right, title and interest in and to all County IP. Consultant will not be permitted to use any County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Consultant must cease all use of County IP and must return to the County all County IP.

f. **Residual Knowledge**: Consultant acknowledges that nothing contained in this Agreement restricts either Party from the use of ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties' employees performing or using such Services, (b) the Party does not breach its respective obligations under Section III relating to confidentiality and non-disclosure, and (c) such use does not infringe the Intellectual Property rights of other parties who have licensed or provided materials to the other. Except for the license rights contained in this Section VII, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

g. **Export Laws**: Consultant will comply with all laws governing the export of intellectual property, including the Export Administration Regulations, 15 CFR 730, et seq.

VIII. Other Provisions

a. **Processing by an AI System:** To the extent that the Software and/or Services allow for County Data to be processed by an AI System, any Input Data that is entered

into the AI System by County will be considered County Data, and County will have the same right to use and display any Output Data that has been generated in response to the Input Data entered into the AI System by the County. Consultant remains the owner of all Evolution Data, but only to the extent that it can establish that the Evolution Data does not contain any Personally Identifiable Information or County Confidential Information.

b. **Accessibility Requirements under the Americans with Disabilities Act**: If this contract includes information technology systems that are required by federal law to be "accessible," consultant must sign an Americans with Disabilities Act (ADA) Accessibility Addendum.
c. **Removal of Consultant Materials**: Consultant is responsible, at its own expense, for de-installation and removal of any equipment, software, or hardware, owned, licensed, or leased by Consultant, and provided to the County, to facilitate the provision of Services under this Agreement, and that is not being transferred to the County under the Agreement. Consultant shall comply with all reasonable County requests and procedures related to the deinstallation and removal, and agrees to do so in a manner that minimizes adverse impact or working disruptions to the County or its employees.
d. **Resources Necessary for Services**. Except as set forth in this Agreement, Consultant will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement. Consultant agrees that it keep all required equipment, Software, and other resources functional.
e. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date**. For this section, "Assets" mean equipment, Software, Intellectual Property and other assets used in providing the Services and "Required Consent" means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Consultant to perform the Services. Consultant is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Consultant and provide Consultant such assistance in this regard as the Consultant may reasonably request.
f. **Updates**. Consultant must provide to the County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes and other security-related updates.
g. **No Click-Wrap or Incorporated Terms.** The County is not bound by any content on Consultant's website, including any click-wrap, cookies consents, or other similar document.
h. **Resale of Equipment and Software**. If Consultant resells to the County any equipment or Software that Consultant purchases from a Third Party, Consultant, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Consultant from its warranty obligations set forth in this Agreement.

i. **Warranty for Developed Software**: Consultant represents and warrants that all developed software will be free from material errors in operation and will comply with the applicable documentation and specifications in all material respects for twelve (12) months after the installation, testing, and acceptance of such developed software by the County. Any repairs to developed software pursuant to this Section will receive a new twelve (12) month warranty period.

IX. **Indemnity**: In addition to and not in derogation of any indemnification provisions in the Professional Service Agreement, Consultant shall defend, hold harmless, and indemnify the County from and against any claim, suit, or proceeding to the extent arising out of a Data Breach due to Consultant's negligent acts or omissions, willful misconduct, or Consultant's material violation of applicable Privacy or Data Security law.

X. **Limitation of Liability Exceptions**: Any limitation of liability contained in the Underlying Contract does not apply to:

a. any breach of the Privacy and Data security section of this Agreement;
b. any Data Breach concerning County Data and stemming from Consultant or its Third Party Vendor(s);
c. any breach of the Third-Party Vendor section of this Agreement; or
d. losses caused by the gross negligence or willful misconduct of Consultant.

XI. **Enforceability**: If any provision of this Agreement is deemed invalid or unenforceable, the Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. To the extent permitted by applicable law, the parties waive any provision of law that would render any clause of this Agreement prohibited or unenforceable in any respect.

XII. **Survival**: This Data Security and Privacy Addendum shall survive for a period of ten (10) years from either (i) the expiration or termination of the Agreement, or (ii) the return and certified secure destruction of County Data.

XIII. **No Limitation**. The rights and obligations set forth in these IT and Data Special Conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement.

EXHIBIT 5

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
ICF Incorporated LLC 1902 Reston Metro Plaza Reston VA 20190 USA	INSURER A:	Great Northern Insurance Co.	20303
	INSURER B:	ACE American Insurance Company	22667
	INSURER C:	Federal Insurance Company	20281
	INSURER D:	Continental Casualty Company	20443
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570118722848 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Prod/Comp Ops Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	35812409 Package - Domestic	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	73522955 Automobile - All States	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			93630018 Umbrella Liability SIR applies per policy terms & conditions	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	2671754337 Workers Compensation	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	E&O - Miscellaneous Professional-Primary			652011911 E&O Includes Cyber	07/01/2025	07/01/2026	Each Claim Overall policy aggr	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract No. 2602-01234 // CDBG-DR Program Consultant

Cook County, its officials, employees, and agents are added as Additional Insured as respects the General Liability and Automobile Liability as required by written contract.

General Liability and Auto Liability are primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured.

CERTIFICATE HOLDER

Cook County
161 N. Clark Street, Suite 2300
Chicago IL 60601 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570118722848

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EXHIBIT 6

Board Authorization

Legislation Details

File #:	26-1064	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Approved	
File created:	3/24/2026		**In control:**	Finance Committee	
On agenda:	4/16/2026		**Final action:**	5/14/2026	
Title:	PROPOSED CONTRACT				

Department(s): Department of Planning and Development

Vendor: ICF Incorporated, L.L.C., Reston, Virgina

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Consultant Services for Community Development Block Grant Disaster Recovery (CDBG-DR) Program Support

Contract Value: $5,903,429.24

Contract period: 5/15/2026 - 12/31/2031 with two, one-year renewal options

Potential Fiscal Year Budget Impact: FY 2026-$1,180,082.25 and FY2027-FY2031 - $4,723,346.99

Accounts: 11900.1013.54850.520830

Contract Number(s): 2602-01234

Concurrences:
The Contract specific goal set on this Contract is Zero.

Summary: Cook County, through the Department of Planning and Development (DPD), has been awarded approximately $244 million in Community Development Block Grant-Disaster Recovery (CDBG-DR) funding to address unmet housing and recovery needs resulting from disasters that occurred in 2023-2024.

The CDBG-DR program includes time-sensitive statutory, regulatory, and HUD-imposed compliance requirements, including imminent deadlines to develop and finalize housing policies and procedures, establish internal controls and compliance frameworks, and prepare the County to initiate program expenditures. Failure to meet these requirements may result in compliance findings, implementation delays, or potential risks to federal funding.

DPD currently lacks sufficient internal staffing capacity and specialized subject-matter expertise to independently manage a disaster recovery portfolio of this scale and complexity within the required timeframe. The magnitude of the award, combined with the technical nature of HUD CDBG-DR requirements, necessitates immediate access to experienced subject-matter experts (SMEs) with demonstrated expertise in disaster recovery grant design, compliance, and implementation.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Procurement Code. ICF Incorporated, L.L.C. was previously awarded a contract by the City of Philadelphia through an RFP. Cook County wishes to leverage this procurement effort.

Sponsors: FRANK J. AGUILAR, ALMA E. ANAYA, SCOTT R. BRITTON, JOHN P. DALEY, BRIDGET DEGNEN, BILL LOWRY, DR. KISHA E. McCASKILL, DONNA MILLER, STANLEY MOORE, JOSINA MORITA, KEVIN B. MORRISON, SEAN M. MORRISON, TONI PRECKWINKLE (President), MICHAEL SCOTT

JR., TARA S. STAMPS, MAGGIE TREVOR, JESSICA VÁSQUEZ

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
5/14/2026	1	Board of Commissioners	approve	Pass
5/13/2026	1	Finance Committee	recommend for approval	Pass
4/16/2026	1	Board of Commissioners	refer as amended in the errata	Pass

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EXHIBIT 7

Identification of Subcontractors/Suppliers/Subconsultants

OCPO ONLY:
☐ Disqualification
☐ ~~Check Complete~~ X

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2602-01234	Date: 03/23/2026
Total Bid or Proposal Amount: $5,903,429.24	Contract Title: Program Administrator for 2025 CDBG DR Grant
Contractor: ICF Incorporated, L.L.C.	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Cecilia Allen	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor): cecilia.allen@icf.com	Email Address (Subcontractor): N/A
Company Address (Contractor): 1902 Reston Metro Plaza	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Reston, VA 20190	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor): T: 703.934.3000 | F: N/A	Telephone and Fax (Subcontractor): N/A
Estimated Start and Completion Dates (Contractor): 04/2026	Estimated Start and Completion Dates (Subcontractor): N/A

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
N/A	N/A

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

ICF Incorporated, L.L.C.
Contractor

Cecilia Allen
Name

Contracts Manager
Title

Cecilia Allen — 03/23/2026
Prime Contractor Signature — Date

EXHIBIT 8

Economic Disclosure Statement

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT*: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name Address

N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☑

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☑

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ☑ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [☑] Applicant or [☐] Stock/Beneficial Interest Holder

This Statement is an: [☑] Original Statement or [☐] Amended Statement

Identifying Information:

Name ICF Incorporated, L.L.C.

D/B/A: _____ FEIN # Only: 52-0893615

Street Address: 1902 Reston Metro Plaza

City: Reston State: VA Zip Code: 20190

Phone No.: 703.934.3000 Fax Number: NA Email: _____

Cook County Business Registration Number: none
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): State Registration No. 01140345

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☑ Other (describe) Limited Liability Company

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
ICF Consulting Group, Inc.	1902 Reston Metro Plaza, Reston, VA 20190	100% ownership interest

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☑] Yes [☐] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
ICF Consulting Group, Inc.	1902 Reston Metro Plaza, Reston, VA 20190	100% ownership interest	parent company

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
ICF Consulting Group, Inc.,	1902 Reston Metro Plaza, Reston, VA 20190	sole member	

Declaration (check the applicable box):

☑ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

John Wasson
Name of Authorized Applicant/Holder Representative (please print or type)

Sole Director and CEO
Title

John Wasson
Signature

6/2/26
Date

john.wasson@icf.com
E-mail address

703.934.3335
Phone Number

Subscribed to and sworn before me
this 2ND day of JUNE 2026

My commission expires:

Embossed Hereon Is My
Commonwealth Of Virginia Notary Public Seal
My Commission Expires May 31, 2027
CATHERINE L McHALE

X Catherine L. McHale
Notary Public Signature

Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [✓] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name ICF Consulting Group, Inc.

D/B/A: _____ FEIN # Only: 95-2565362

Street Address: 1902 Reston Metro Plaza

City: Reston State: VA Zip Code: 20190

Phone No.: 703.934.3000 Fax Number: N/A Email: _____

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): State File No. 72070836

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
ICF International, Inc.,	1902 Reston Metro Plaza, Reston, VA 20190	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☑] Yes [☐] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
ICF International, Inc.,	1902 Reston Metro Plaza, Reston, VA 20190	100%	parent company

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
John Wasson, Sole Director and CEO 01/01/2026; Anne Choate, President 01/01/2026; James Morgan COO/CFO 03/01/2026; Caryn McGarry EVP Human Resources;			
James Daniel, EVP, General Counsel and Assistant Secretary; Karolyn Gardner, SVP Contracts, Procurement & Pricing; Minakshi Sundaram, VP Treasurer;			
Byron Hennessey, VP Global Tax; Ranjit Chadha, VP Corporate Controller; Matt Selander, SVP Assistant Secretary; Rosemarie Jones, Secretary			
Director appointed 06/05/2025; Officers elected 06/2005 unless otherwise noted. Address: 1902 Reston Metro Plaza, Reston, VA 20190			

Declaration (check the applicable box):

☑ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

John Wasson
Name of Authorized Applicant/Holder Representative (please print or type)

Sole Director and CEO
Title

John Wasson
Signature

6/2/26
Date

john.wasson@icf.com
E-mail address

703.934.3335
Phone Number

Subscribed to and sworn before me
this 2ND day of JUNE 2026

My commission expires:

Embossed Hereon Is My
Commonwealth Of Virginia Notary Public Seal
My Commission Expires May 31, 2027
CATHERINE L McHALE

X Catherine L. McHale
Notary Public Signature

Notary Seal

UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING OF
ICF INCORPORATED, L.L.C.
a Delaware limited liability corporation

The undersigned, being the Sole Manager of ICF Incorporated, L.L.C. a Delaware limited liability company (the "Company"), pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act and the Company's Limited Liability Company Operating Agreement, as amended from time to time, does hereby consent to the adoption of the following resolutions, in lieu of an annual meeting of the Company:

Election of Officers

RESOLVED, that each of the prior officer appointments are hereby replaced with and each of the individuals named below be, and each hereby is, elected to the office or offices of the Company set forth opposite their respective names, each to serve in accordance with the Operating Agreement of the Company and at the discretion of the Sole Manager until his successor shall have been duly elected and shall have qualified:

John Wasson	President and Chief Executive Officer
James C. Morgan	Executive Vice President, Chief Operating Officer
David Birken	Senior Vice President, Business Group Leader
Barry Broadus	Executive Vice President, Chief Financial Officer
Caryn McGarry	Executive Vice President, Human Resources
James E. Daniel	Executive Vice President, General Counsel and Assistant Secretary
Eugene Costa	Executive Vice President
Anne Choate	Executive Vice President
Jen Welham	Senior Vice President, Business Group Leader
Karolyn Gardner	Senior Vice President, Contracts, Procurement and Pricing
Minakshi Sundaram	Vice President, Treasurer
Byron Hennessey	Vice President, Global Tax
Ranjit Chadha	Vice President, Corporate Controller
Matt Selander	Senior Vice President, Assistant Secretary
Rosemarie Jones	Secretary

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Ratification of Past Actions

RESOLVED, that the Company hereby ratifies all actions taken by the Company Officers since the last Annual Meeting; and

RESOLVED, FURTHER, that any actions of the Sole Manager, including but not limited to: (i) appointment of officers of the Company, (ii) notice of meeting(s) of the Members, (iii) Member meeting(s), (iv) adoption of resolutions of the Sole Manager, or (v) any similar corporate proceeding, which were required to have been taken since the Company's last Annual Meeting, pursuant to the Company's charter and/or operating agreement, state law or otherwise, each such action shall be deemed to have been approved pursuant to this resolution of the Sole Manager; and

RESOLVED, FURTHER, that any and all actions heretofore or hereafter taken by the officers of this Company, or any one of them, to carry out the intention expressed in the foregoing resolution are hereby authorized, ratified, and confirmed in all respects.

FURTHER RESOLVED, that this Written Consent may be executed in two or more counterparts, each deemed to be an original for all purposes and shall together constitute one and the same consent.

IN WITNESS WHEREOF, the Sole Manager of ICF Incorporated, L.L.C. has executed this Written Consent of the dated as of the 5TH day of June 2025.

John Wasson

John Wasson, Sole Manager

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: ICF Incorporated, L.L.C.

Address of Person Doing Business with the County: 1902 Reston Metro Plaza, VA 20190

Phone number of Person Doing Business with the County: 703.934.3000

Email address of Person Doing Business with the County: Cecilia.Allen@icf.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Cecilia Allen, Contracts Manager, cecilia.allen@icf.com, 737.320.6186

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2602-01234

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 5,903,429.24

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Angelique Randle, Lead Contract Negotiator, Office of the Chief Procurement (OCPO)

email:angelique.randle@cookcountyil.com

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Ama Baljinnyam, Director of Financial Affairs and Grants Management

Bureau of Economic Development, email: ama.baljinnyam@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☑ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

02/18/2026
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2602-01234

County Using Agency (requesting Procurement): Bureau of Economic Development

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): ICF Incorporated, L.L.C.

Substantial Owner Complete Name: ICF Consulting Group Inc.

FEIN# 52-0893615

[redacted]

E-mail address:

Street Address: 1902 Reston Metro Plaza

City: Reston State: VA Zip: 20190

[redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No — There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No — Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: John Wasson Date: 6/2/26

Name of Person signing (Print): John Wasson Title: Sole Director and CEO

Subscribed and sworn to before me this 2ND day of June, 2026

X Catherine L. McHale

Notary Public Signature **Notary Seal**

Embossed Hereon Is My Commonwealth Of Virginia Notary Public Seal My Commission Expires May 31, 2027 CATHERINE L McHALE

Note: The above information is subject to verification prior to the award of the Contract.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

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"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2602-01234

County Using Agency (requesting Procurement): Bureau of Economic Development

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): ICF Consulting Group, Inc.

Substantial Owner Complete Name: ICF International, Inc.

FEIN# 95-2565362

[redacted] E-mail address: _____

Street Address: 1902 Reston Metro Plaza

City: Reston State: VA Zip: 20190

[redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

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If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No — There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No — Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: John Wasson Date: 6/2/26

Name of Person signing (Print): John Wasson Title: Sole Director and CEO

Subscribed and sworn to before me this 2ND day of June, 2026

X Catherine L. McHale

Notary Public Signature **Notary Seal**

Embossed Hereon Is My Commonwealth Of Virginia Notary Public Seal My Commission Expires May 31, 2027 CATHERINE L McHALE

Note: The above information is subject to verification prior to the award of the Contract.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

N/A	John Wasson
Corporation's Name	President's Printed Name and Signature
N/A	N/A
Telephone	Email
N/A	N/A
Secretary Signature	Date

Execution by LLC

ICF Incorporated, L.L.C.	John Wasson
LLC Name	*Member/Manager Printed Name and Signature
6/2/2026	703.934.3335, john.wasson@icf.com
Date	Telephone and Email

Execution by Partnership/Joint Venture

N/A	
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
	N/A
Date	Telephone and Email

Execution by Sole Proprietorship

	N/A
Printed Name Signature	Assumed Name (if applicable)
	N/A
Date	Telephone and Email

Subscribed and sworn to before me this
2ND day of June, 2026

Catherine L McHale
Notary Public Signature

My commission expires: Embossed Hereon Is My Commonwealth Of Virginia Notary Public Seal My Commission Expires May 31, 2027 CATHERINE L McHALE
Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian

Digitally signed by Raffi Sarrafian
Date: 2026.06.10 09:12:02 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

James Beligratis

Assistant State's Attorney
(Required on contracts over $1,000,000

May 14, 2026

Date

CONTRACT TERM & AMOUNT

2602-01234

Contract #

May 15, 2026 through 12/31/2031 with two, one-year renewals

Original Contract Term

Renewal Options (If Applicable)

$5,903,429.24

Contract Amount

May 14, 2026

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
MAY 14 2026
COM _____

Attachment 1

City of Philadelphia Contract No. 2520230 (Reference Agency: City of Philadelphia

Docusign Envelope ID: DD7067EC-DC79-4071-B194-E795ECCE1AD0

Contract Number 2520230

September 2024, AC/mp
City of Philadelphia
Finance Department

PROVIDER AGREEMENT

General Consultant Services

CONFORMED

THIS PROVIDER AGREEMENT is executed on November 15, 2024 , and effective as of August 28th, 2024, between **The City of Philadelphia** (the **"City"**), through its Finance Department (the "Department"), and **ICF Incorporated, L.L.C.** (**"Provider"**).

BACKGROUND

This agreement is for Provider to provide general consultant services to the City in accordance with the provisions of this Provider Agreement, the City of Philadelphia Professional Services Contract General Provisions for General Consultant Services, as revised July 2023 (the "General Provisions"), and all of the other documents and exhibits that constitute the Contract Documents and the Contract as those terms are defined in the General Provisions. A copy of the General Provisions is attached and incorporated in the Contract by reference.

Accordingly, intending to be legally bound, the City and Provider agree as follows:

ARTICLE I: GENERAL TERMS

1.1 Incorporation of Background. The Background is incorporated by reference.

1.2 Definitions. Capitalized terms have the meanings assigned to them in the General Provisions.

ARTICLE II: TERM

2.1 Initial Term. The Initial Term of this Contract starts August 28, 2024 and expires August 27, 2025.

2.2 Additional Term(s). The City may amend this Contract in its sole discretion in accordance with Section 2.2 (Additional Terms) of the General Provisions. The terms and conditions applicable during the Initial Term shall be applicable during any Additional Term.

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ARTICLE III: SERVICES AND MATERIALS

3.1 Services and Materials. Provider shall perform the Services and provide the Materials as described in the exhibit listed below, which is attached and incorporated by reference:

Exhibit PA-1: Scope of Work

ARTICLE IV: COMPENSATION

4.1 Compensation.

(a) As compensation for the Services and Materials being provided, the City shall pay Provider in accordance with the following exhibit listed below, which is attached and incorporated by reference, subject to all limitations on the allowability of cost items imposed by the City of Philadelphia Contract Cost Principles and Guidelines:

Exhibit PA-1: Scope of Work

(b) Notwithstanding anything in this Contract to the contrary, the Office of the Director of Finance may not certify payments under the Contract that in total exceed $3,000,000.00.

4.2 Manner of Payment.

(a) Payment shall be made after Provider's timely submission of invoices to the Responsible Official, in the number, form, and content acceptable to the Responsible Official, accompanied by such additional supporting data and documentation as the Responsible Official may require. All payments to Provider are contingent upon satisfactory performance of the terms and conditions of this Contract. Provider shall submit its final invoice not more than sixty (60) days from completion of the Services and delivery of Materials.

(b) All payments to Provider shall be by deposits into Provider's designated bank account by electronic means, unless the City, in its sole discretion, makes payment by check. Provider agrees that the City need not make payment until Provider has completed and submitted to the City the appropriate electronic payment processing enrollment form at https://vendor-payments.phila.gov/login. Only the individuals identified by Provider as authorized to execute contracts and change financial and banking information on behalf of Provider will be eligible to receive passwords, which shall be in Provider's sole control. Provider must immediately confirm all changes to banking information by emailing voucherverification@phila.gov and the Department and by giving notice to the Department. The City may delay new payments until the

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Department has confirmed the validity of the change. Provider, and not the City, shall be solely responsible for any City payment following the unauthorized use of a Provider password.

(c) The City reserves the right to withhold or offset against any funds payable to Provider for any invoice for which the Responsible Official asserts a discrepancy exists or for Provider's failure to satisfactorily perform the terms of the Contract, as determined solely by the City.

ARTICLE V: MISCELLANEOUS PROVISIONS

5.1 Notice. The addresses and email addresses for the City and the Provider are as follows:

IF TO THE CITY:

Attn.: **Aaron Wright, Conformance Manager**
1401 John F. Kennedy Boulevard
13th Floor
Philadelphia, PA 19102
aaron.wright@phila.gov

IF TO PROVIDER:

Attn.: **Cara Small, Sr. Manager, Contracts**
1902 Reston Metro Plaza
Reston, VA 20190
cara.small@icf.com

5.2 Other Provisions.

(a) Modifications to the General Provisions. The General Provisions are modified as set forth in **Exhibit PA-2**.

(b) Participation. Provider shall comply with the requirements of Executive Order 01-21 set forth in **Exhibit PA-8**.

(c) Other provisions applicable to the Contract are set forth in the following exhibits, which are attached and incorporated in the Contract by reference:

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Exhibit PA-3:	**Program Income Guidelines**
Exhibit PA-4:	**Lobbying**
Exhibit PA-5:	**Statement of Interest**
Exhibit PA-6:	**CBDG**
Exhibit PA-7:	**Tax Status Verification**

(d) The Provider shall not cause the Key Personnel assigned to the City's contract with Provider, as mutually agreed, to be substituted or removed without the prior written notice to and discussion with the City, except in the circumstances contemplated by the next sentence. In the event of exigent circumstances (such as termination of such a professional by the Provider or the resignation of such personnel or his or her incapacity), the Provider shall provide the City notice within five (5) business days of any change in the Key Personnel assigned to the City's contract with Provider. The Provider shall be responsible for ensuring that such type of notice is actually received by the City and if necessary, shall follow such notice (within seven (7) days) with a writing in accordance with the provisions of giving notices generally, as set forth in the General Provisions. Within thirty (30) days of receipt of the latter notice, the City shall advise the Provider whether it approves of the Key Personnel assigned to the City's contract with Provider. In the event of the City's disapproval, the Provider shall substitute Key Personnel that are satisfactory to the City.

5.3 Acknowledgement of the General Provisions. Provider acknowledges that it has read and understands the terms and conditions contained in the General Provisions and that it is legally bound by all of the terms of this Contract, including those set forth in the General Provisions.

5.4 Electronic Signatures. The Parties agree to execute this Provider Agreement electronically using the means of electronic signature provided below.

[The remainder of this page has been left blank intentionally. Signature page follows.]

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IN WITNESS OF THEIR AGREEMENT TO THE PROVISIONS ABOVE, the Parties have caused this Provider Agreement to be executed and delivered by their respective duly authorized officers as of the first date in the preamble of this Provider Agreement.

APPROVED AS TO FORM
RENEE GARCIA, CITY SOLICITOR

Per: DocuSigned by: Adam Coleman D88FB03E0CC642E...

Name: Adam Coleman

Title: Divisional Deputy City Solicitor

THE CITY OF PHILADELPHIA

Through: The Finance Department

By: DocuSigned by: Catherine Lamb E33306645AE94B7...

Name: Catherine Lamb

Title: First Deputy Finance Director

ICF Incorporated, L.L.C.

By: Signed by: Cara Small 2FC0D20FB0B9462...

Name: Cara Small

Title: Senior Manager, Contracts

ATTEST

By: Signed by: Dotti Shields E9BB17FDEB22487...

Name: Dotti Shields

Title: Senior Director, Contracts

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City of Philadelphia Contract Routing Slip

External Negotiation/Encumbrance & Budget Verification (Conformance Manager)

1. Review contract as signed by vendor and consult with supervisor.

   Click the check box to attach additional documentation, if required.
2. Confirm Encumbrance then forward in ACIS to Budget Verification.
3. Confirm Budget Verification completed in ACIS.
   - x Send to Law.

Approve as to Form – Attorney Upload Document (Optional)

- x Click the check box to attach additional documentation, if required.

After AATF – Forward in ACIS

- x Forward in ACIS to Initial Certification.

Finance Certification

- x Attach the Endorsement Sheet then forward in ACIS to Finance Review.

Finance Review – Office of the Chief Administrative Officer

- x Review then forward in ACIS to Department Signs Contract.

After Departmental Review – Forward in ACIS

- x Forward in ACIS to Conformance.

Conformance Review (Conformance Clerk)

- x Conform Contract and Conform in ACIS.

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Exhibit PA-1: Scope of Work

SCOPE OF SERVICES

1.0 Description of Services

This *Section, Description of Services,* includes the requirements for the project, including the services to be performed and the deliverables that must be met by the Contractor. The parties must mutually agree to any changes to service requirements or deliverables based on changed circumstances, like a change in the business or technical environment or contract negotiations with the Contractor, without issuing a revised RFP.

OVERVIEW

The Contractor Team will support all aspects of CDBG-DR program design, launch, and implementation. The Contractor Team will assemble a team of seasoned grant management, disaster recovery, and climate resilience professionals that have direct experience implementing and administering CDBG-DR, CDBG-MIT, or other relevant programs. The Contractor Team will include staff that have experience administering CDBG-DR funds as former employees of local, state, or Federal entities. Contractor Team should also have familiarity with related disaster and resilience programs such as Federal Emergency Management Agency (FEMA) funding sources such as Public Assistance, Individual Assistance, and Hazard Mitigation Assistance along with Small Business Administration (SBA) assistance and US Army Corps of Engineers (USACE).

Positions and billing rates for all Contractor positions supporting this contract are identified in Section 2.0 Personnel and Billing.

All assignments under this contract are to be authorized via Work Orders that are individually agreed upon and executed on a project specific basis. The detailed scope of work and budget amount of each Work Order will be based on the contract scope of services and detailed within each relevant Work Order. Work Orders will include defined tasks, estimated task hours, contracted hourly labor rates, and estimated direct expenses. The City and Contractor shall develop policy and procedures for developing, issuing, and implementing Work Orders when work commences.

Some tasks, such as Other Miscellaneous Services, may be provided on an ongoing basis, as needed and specified within Work Orders.

Specifically, the Contractor Team may assist City staff with the tasks and deliverables described below, as directed by the City and authorized via written Work Orders:

TASK 1 – STAFF AUGMENTATION

At the City's request via written Work Order(s), the Contractor will provide staff augmentation services and personnel identified in Section 2.0 Personnel and Billing to integrate with City staff. If needed, the City may request additional staff or roles at the Work Order level. Each anticipated role is detailed below. The demand for staff will ebb and flow in accordance with the quantities and phases of CDBG-DR program operations. For the positions identified below, staff resources should be made available by the Contractor within 30 calendar days of request by the City.

The City values working with a consistent and stable team. The Contractor must strive to offer consistent personnel and aim to minimize turnover among team members.

Work may be completed remotely. If in-person work is needed, all basic office equipment required for services provided under Task Group 1, computers and relevant technology equipment, should be provided by

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the Contractor. The Contractor is expected to provide, and shall not be compensated for, any other materials associated with providing services under Task Group 1 unless specifically authorized, in writing, by the City.

A. Project Manager (Quantity: 1)

The Project Manager must have a bachelor's degree from an accredited institution and at least five years of experience in Federal grant programs and at least seven years of experience in project management or equivalent experience.

The Project Manager will be the main point of contact between the City and the Contractor team and will oversee day-to-day management of contractor work. The Project Manager position responsibilities include, but are not limited to, formulating, organizing, and monitoring the overall performance of the projects; deciding on suitable strategies and objectives; coordinating cross-project activities; leading and evaluating other staff; developing and controlling deadlines, budgets, and activities. The Project Manager shall maintain a complete understanding of all applicable Program(s) policies, requirements, and procedures to ensure that all cases are reviewed within the established guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG-DR and mitigation programs/projects.

B. Senior CDBG-DR Specialist (Quantity: 2)

The Senior CDBG-DR Specialist must have a bachelor's degree from an accredited institution and at least five years of experience in CDBG-DR, CDBG-MIT, and/or CDBG entitlement, CDBG programs or equivalent experience. The Senior CDBG-DR Specialist must have experience concentrated CDBG-Disaster Recovery or CDBG-Mitigation programs and expertise in program design and implementation while navigating complex federal requirements to deliver compliant housing, infrastructure, economic revitalization, planning, and public service activities. Senior CDBG-DR Specialists must have direct experience managing at least one of the aforementioned activities and should have familiarity with all of these activities. The City intends to prioritize developing and implementing the following activities in year one: Single-Family Home Repair, Infrastructure, Planning, and Public Services (Housing Counseling). Senior CDBG-DR Specialists should also have familiarity with key applicable cross-cutting requirements.

The Senior CDBG-DR Specialists will consistently work with the Project Manager and City staff to design, develop, implement, and operate CDBG-DR activities. Specific tasks that may be included in the Work Orders include:

1. Assisting with the City's implementation and oversight of CDBG-DR programs outlined in the applicable Action Plans, as amended. This assistance shall include the following:
    i. For each CDBG-DR program, developing and revising as necessary Standard Operating Procedures, policies and procedures, and supplemental forms or documents, as applicable.
    ii. Assisting the City in determining program applicant eligibility and awards. This assistance shall include the following:
        a. Coordinating with the City regarding applicant eligibility and award determinations; and
        b. Reviewing Subrecipients, partners, or individual applications, to include outlining any requests for information, to make recommendations to the City.
    iii. Overseeing completion and tracking of the milestones for projects.
    iv. Providing programmatic technical assistance to Subrecipients, vendors, partners, and City staff, as directed by the City. Programmatic technical assistance may require travel to Subrecipient communities, as needed. The Contractor shall ensure that the staff

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support includes at least one individual with demonstrated experience on the following topics:
    a. Davis-Bacon and related acts;
    b. URA assistance; and
    c. Section 3 economic opportunities.
v. Staff support should have knowledge of general CDBG-DR topics, including the following:
    a. Duplication of Benefits;
    b. Fair Housing Act activities;
    c. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112, 87 Stat. 394 (Sept. 26, 1973); and
    d. Environmental review requirements.
vi. Providing support to City staff in compiling information for program monthly reports and Quarterly Performance Reports (QPRs) in DRGR.

2. Providing support to City staff for the review and approval of contract amendments, revisions, change orders, and extensions submitted to any program area, including:
    i. Reviewing forms for accuracy, completeness, and compliance with HUD and City guidance; and
    ii. Coordinating with the City to ensure that documentation is submitted in a timely manner and without error.
3. Reporting, in writing, suspected fraudulent acts to the City. Fraud reports shall, at a minimum, do the following:
    i. Adhere to City-established fraud, waste, and abuse policies and procedures.
4. Supporting and participating in quality-control plans or audits conducted by the City, HUD, or contracted auditors. This task includes a preliminary assessment of potential audit risks, evaluation of significant items, and assistance with fulfilling all audit requests.
5. Supporting Action Plan updates and amendments.
6. Supporting CDBG-DR related Citizen Participation and Engagement efforts. This includes supporting meeting coordination, generation of presentation content, supporting presentations, attendance recording as required, generation of advertising materials, publication of materials in local papers, local media, on social media, or through other means, and other public meetings coordination as requested.
7. Strategic communications. Proposer must provide strategic communications as requested by Agency, including the development of presentations for City leadership and staff
8. Assisting the City with implementing and maintaining an accurate record-keeping system to ensure documentation is properly stored and easily accessible for reporting, including:
    i. Ensuring that Project documentation is designed and maintained in a way that will satisfy the compliance requirements for all funding sources; and
    ii. Ensuring that all records are permanently stored, not duplicative, and easily accessible to City staff.
9. Supporting all other CDBG-DR related and needed duties, as may be requested by the City.

C. <u>CDBG-DR Specialist</u>

The CDBG-DR Specialist must have a bachelor's degree from an accredited institution or have at least one year of experience in CDBG-DR, CDBG-MIT, and/or CDBG entitlement, other HUD programs or equivalent experience. The CDBG-DR Specialist is a junior position that will report to the Senior CDBG-DR Specialist. CDBG-DR Specialists must have excellent communication and analysis skills.

The CDBG-DR Specialists will support the work of the Project Manager and Senior CDBG-DR Specialists. Specific tasks include all tasks included under the Senior CDBG-DR Specialist responsibilities.

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D. CDBG-DR Financial Management Specialist

The CDBG-DR Financial Management Specialist must have three years of direct experience in DRGR management and/or CDBG-DR financial management, demonstrated expertise in DRGR Action Plan development, experience in creating vouchers to draw funds, experience in producing Quarterly Performance Reports, or a combination of equivalent skills and experience to provide fulfill duties and responsibilities defined below.

The Financial Management Specialist will consistently work with the Project Manager and City staff to support CDBG-DR financial management and operations. Financial Management specialist may be supported by the CDBG-DR Specialist identified above. Specific tasks that may be included in the Work Order(s) as directed by the City include the following:

1. Assisting the City with establishing, maintaining, and improving financial processes. This assistance shall include the following:
    i. Defining cash-management process maps for programs and updating them as necessary; Defining cash-management process maps for programs and updating them as necessary;
    ii. Defining procedures outlining the documentation for processing fund requests for each program;
    iii. Defining procedures to train Subrecipients, partners, and Contractors on fund requests and associated processes; Defining procedures to train Subrecipients, partners, and Contractors on fund requests and associated processes;
    iv. Developing materials for financial-management training and providing technical assistance, as needed;
    v. Creating processes for providing independent cost estimates for cost reasonableness using industry standards, federal laws and regulations, and/or existing software systems;
    vi. Defining processes and procedures, at the City's request, to ensure programmatic success;
    vii. Defining procedures for providing Technical Assistance regarding specific HUD and OMB requirements;
    viii. Creating tools to identify capacity issues at the Subrecipient level and coordinating with City staff to provide training as needed;
    ix. Creating tools to track changes made to project budgets;
    x. Defining procedures for budgetary-monitoring reporting and CDBG-DR program closeouts;
    xi. Assisting in updating policies and procedures and required documents;
    xii. Creating electronic budget tools, templates, and guidelines for CDBG-DR program budgets and expenditure forecasts and updating them as necessary; and
    xiii. Creating financial-reporting templates that identify program, program delivery, and admin costs and updating the templates as necessary.
2. Coordinating with the City, City Contractors, Subrecipients, and Subrecipients' Contractors on State- and Subrecipient-run programs to ensure proper documentation prior to disbursement of funds. This coordination shall include, but not limited to, the following:
    i. Reviewing Subrecipient and vendor draws for adequate documentation and compliance with CDBG-DR requirements;
    ii. Recommending draw approval or denial based on CDBG-DR program guidelines and federal requirements; and

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iii. Creating an invoice checklist for each Subrecipient agreement, including coordination with relevant Contractors and Subrecipients regarding any corrections or clarifications needed.

3. Assisting the City with applicable financial duties, reporting, reconciliation, and certifications. This assistance shall include, but not be limited to, the following:
   i. Supporting and participating in quality-control plans or audits conducted by the City, HUD, or contracted auditors. This includes a preliminary assessment of potential audit risks, evaluation of significant items, and assistance with fulfilling all audit requests;
   ii. Updating Subrecipient budgets and invoice checklists in response to relevant Subrecipient agreement amendments;
   iii. Reviewing existing financial capacities and projected volume;
   iv. Reviewing, developing, and maintaining program and project budgets for timely expenditure reporting and upon the City's request; and
   v. Supporting all other financial duties as required by the City.
4. Reporting, in writing, suspected fraudulent acts to the City. Fraud reports shall, at a minimum, the following:
   i. Adhere to City-established fraud, waste, and abuse policies and procedures.
5. Performing other City-approved Financial Services duties required to ensure the success of the CDBG-DR programs.

Deliverables for Task 1:
Staff augmentation. Hours will be tracked and reported monthly.

Task 1 personnel are also expected to participate in weekly, in-person or virtual meetings, as requested by the City, regarding issues relevant to program and project advancement, including, but not limited to, program/project statuses, immediate concerns, and staffing needs. Task 1 staff are also expected to participate in monthly meetings, as requested by the City, regarding program status, significant issues, lessons learned, and items needing to be addressed.

Task 2 – Technical Assistance and Training
At the City's request via written Work Order(s), the Contractor shall perform the following technical assistance (TA) and training services at the request of the City. TA and training under this Task Group will be delivered by Subject Matter Experts (SME), experienced trainers, or specialists.

A. Providing full-day virtual or onsite Technical Assistance and guidance to Subrecipients, partners, Contractors, and City staff. Providing full-day virtual or onsite Technical Assistance and guidance to Subrecipients, partners, Contractors, and City staff. This task includes, but is not limited to, ensuring the maintenance of proper documentation to maximize federal, State, and other funding for mitigation efforts; providing Training on federal rules and regulations, and other topics as identified, related to CDBG-DR; assisting with implementing and using the City system of record; assisting in developing processes and templates; and addressing questions related to program guidelines and assistance to mitigate common issues and problems.

B. Providing virtual or onsite technical assistance and guidance to City staff, partners, and Contractors. This task includes, but is not limited to, assisting with implementing and using the City system of record; providing Training on federal rules and regulations related to CDBG-DR; developing and executing monitoring plans; and providing performance-monitoring oversight to ensure the maintenance of proper documentation to maximize federal, State, and other funding for disaster recovery efforts.

C. Providing virtual or onsite technical assistance and education as needed to City staff, partners, Contractors, and subrecipients, including, but not limited to, providing SMEs who have expertise and

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tools in the field of community planning, hazard and risk reduction, mitigation, and disaster recovery. SMEs may include, but are not limited to, City planners, community and regional planners, urban and regional planners, land property and development planners, Certified Floodplain Managers, Hazard Mitigation Assistance Planners, and building officials.

D. Providing virtual or on-site technical assistance and guidance to Subrecipients, partners, and City staff and Contractors to ensure the maintenance of proper documentation to maximize federal, State, and other funding for disaster recovery efforts.

E. Providing web-based, instructor-led training and blended learning with a prepared training presentation, digital resource manual, question-and-answer session, and training survey results.

Deliverables for Task 2: Technical assistance and training. Hours will be tracked and reported monthly.

Task 3 - Other Miscellaneous Services

At the request of the City, the Contractor shall perform the services outlined below. The City may request the services below on an as needed basis via authorized Work Orders.

Activity Launch Services

A. Developing the Contractor's Standard Operating Procedures (the "SOP") outlining and defining Deliverables, duties, and/or responsibilities. The terms of the SOPs shall be negotiated with and approved by the City within 30 days of Work Order execution. The SOP is a working document and shall be updated by the Contractor throughout the Contract Period.

B. Creating, at the City's request, short 3- to 5-minute audio-over-visual Training videos outlining step-by-step processes relating to the City intake and request systems with an accompanying written guide. Training topics may include, but are not limited to, entering an application into the City system, uploading documents, and processing a payment request.

C. Assisting the City and Subrecipients in developing Standard Operating Procedures, workflows, processes, checklists, and templates as requested by the City to ensure compliance with all applicable uniform administrative requirements, cost principles, and audit requirements for federal awards.

D. Reviewing and substantially revising or updating existing standard operating procedures, workflows, processes, checklists, and templates for CDBG-DR, as requested by the City.

E. Assisting the City in developing and/or updating an existing implementation manual for the administration of CDBG-DR funds, including comprehensive information regarding the roles of the City, City Contractors, and Subrecipients in the grant process. The implementation manual is a working document and shall be updated by the Contractor throughout the Contract Period.

F. Assisting the City and the Contractor's Financial Services SMEs with establishing and maintaining financial processes. This assistance shall include but not be limited to the following:
   - Defining cash-management process maps for programs and updating the maps as necessary; Defining cash-management process maps for programs and updating the maps as necessary;
   - Defining procedures to train Subrecipients, partners, and Contractors on fund requests and associated processes; Defining procedures to train Subrecipients, partners, and Contractors on fund requests and associated processes;
   - Creating processes for providing independent cost estimates for cost reasonableness using industry standards, federal laws and regulations, and/or existing software systems; and
   - Defining processes and procedures, at the City's request, to ensure programmatic success.

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G. Developing, at the City's request, program step-by-step Training handouts to assist Subrecipients and partners with their applications and project development. Topics addressed by these Training handouts shall include, but not be limited to, the following:
   - How to perform proper solicitations for contract procurements;
   - How to develop a scope of services for a contract; and
   - How to complete an application subject to competition limitations

H. Developing, at the City's request, web-based Training videos on practically applying federal rules and regulations related to CDBG-DR, and other topics as identified, to City and Subrecipient projects and programs. Each Training video shall incorporate the following elements, as requested:
   - Visually engaging infographics and animation;
   - Interactive checks on learning; and
   - A video format that is compatible with the web.

I. Assisting the City in developing SOPs, workflows, processes, checklists, templates, and Training materials along with engagement and outreach on an ad hoc basis, as requested by the City.

<u>Activity Implementation and Delivery Services</u>

A. Assisting with housing related applications submitted by individuals including:
   - Outreach, engagement, intake, coordination, and communication;
   - Eligibility reviews and determinations;
   - Home evaluations to determine needs;
   - Initial scope of work development for construction and rehabilitation work;
   - Requesting any additional or missing information that may be required;
   - Documenting all communications with applicants within the City's system of record;
   - Other tasks required to complete the intake process of applicants.

B. Assisting with infrastructure or economic revitalization activity applications submitted by Subrecipients or individuals to ensure the following:
   - Applicable documentation, forms, funding sources, and national objectives information are present and accurate in accordance with a program checklist;
   - Review applicant files to make eligibility and award recommendations to the City;
   - Draft scopes (performance statements) and budgets are present and accurate;
   - Applications generally conform to performance statements;
   - Applications have the cost reasonableness and level of effort needed to complete a defined scope of work that includes major work tasks, cost estimates, and hours to complete the tasks;
   - Applications comply with program procurement requirements;
   - Limits of construction, if applicable, are included in applications; and
   - Other criteria in applications the City or another authority deems necessary for review are satisfactorily met.

C. Assisting with identifying missing or incomplete information, issuing requests for information to obtain the necessary information, and reconciling results with the CDBG-DR team and Subrecipients or partners, at the City's request.

D. Reviewing each program's project schedules and supporting key compliance areas, including comprehensive environmental reviews, construction, application, and other pertinent areas.

E. Conducting reviews of and providing feedback on Subrecipient or partner policies and standard operating procedures, at the City's request.

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F. Reviewing submitted project closeout documents, and other grant closeout documents, such as Grant Completion Reports, for compliance with applicable contractual language.

Special Conditions

A. The Contractor shall add staff, as requested, to perform additional critical Grant Administration and Grant Management functions within 30 calendar days of receiving a request from the City. Rates for additional staff shall not exceed the rates provided within Section 2.0 herein.

B. The City may request other services not contained herein but related to the Scope of Work for time and materials, unit costs or lump sum costs, as limited by the Not to Exceed amount of the Contract via written Work Order(s).

C. The Contractor shall notify the City in writing within forty-eight (48) hours of identification of any conflict of interest or potential conflict of interest that arises during the Contract term.

D. Upon request by the City, the Contractor shall assist the City in communications with external program auditors or federal oversight entities.

E. Upon request by the City, the Contractor shall maintain and provide an updated organizational chart of Contractor performing Work under relevant Work Orders.

F. Allow City approval of Key Personnel added to support this Contract.

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2.0 Personnel and Billing

Positions and Hourly Billing Rates

Position	Hourly Billing Rate
Project Manager	$195.00
Senior CDBG-DR Specialist	$170.00
CDBG-DR Specialist	$130.00
CDBG-DR Financial Specialists	$180.00
Experienced Trainer	$165.00
CDBG-DR, Planning and/or Mitigation SME II	$199.00
CDBG-DR, Planning and/or Mitigation SME I	$175.00
Specialist III (Environmental/Outreach/Reporting/Construction Management)	$205.00
Specialist II (Environmental/Outreach/Reporting/Construction)	$169.00
Specialist I (Environmental/Outreach/Reporting/Inspections)	$125.00
Analyst III (Eligibility/Case/Finance/Outreach)	$100.00
Analyst II (Eligibility/Case/Finance/Outreach)	$90.00
Analyst I (Eligibility/Case/Finance/Outreach)	$80.00

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EXHIBIT PA-2

EXCEPTIONS TO THE GENERAL PROVISIONS

Pursuant to an approval by the City of Philadelphia's Law Department, and for the Insurance and Indemnification provisions below, the City of Philadelphia's Risk Management Division, the General Provisions are modified as follows:

Key:

- Black text – original language
- ~~Red strikethrough~~ text – removed language
- **Blue bold** text– added language
- **Dark blue bold underlined** text – changed language from added language

3.4 Responsibility.

(a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, without additional compensation, correct any errors, defects, deficiencies or omissions in Provider's Materials ~~and Services.~~

(b) The City's review, approval or acceptance of, or payment for, any of the Materials and Services required under this Contract shall not constitute any representation, warranty, or guaranty by the City as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the City's rights or privileges under this Contract or of any cause of action arising out of the performance of this Contract. No Person shall have any right to rely in any way on the City's review, approval or acceptance of Provider's Services or Materials. ~~Provider shall be and remain liable in accordance with this Contract and Applicable Law for all damages to the City caused by Provider or the Services or Materials provided by Provider~~. Review, approval or acceptance by the City or the Responsible Official under this Contract shall not constitute approval otherwise required by any City department, board, commission or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority or police powers under Applicable Law.

5.2 Unavailability of Funds. If funding for this Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services performed and Materials delivered under this Contract, the City may exercise one of the following options without liability or penalty to the City:

(a) Terminate this Contract effective upon a date specified in a Termination Notice; or

(b) Continue this Contract by reducing, through written notice to Provider, the amount of this Contract and Services and Materials, consistent with the nature, amount and circumstances of available funding.

The City's exercise of either option under this Section 5.2 shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services or Materials. Provider shall be compensated in accordance with the terms of this Contract for Services and Materials ~~satisfactorily~~ performed and delivered prior to such termination or modification of this Contract under this Section 5.2.

6.2 Inspection. All ~~Services and~~ Materials shall be subject to inspection and review by City, state and federal representatives, as may be applicable, or their designees, at the offices of Provider in the City, or in another

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location with the City's consent. Provider shall cooperate with all City, state and federal inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Provider's Services and Materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, and meetings with any of Provider's staff members who are either directly or indirectly involved in providing Services or Materials.

8.2 Indemnification. Provider shall indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), **third party** claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's **negligent** act or omission ~~or negligence~~ or fault or the **negligent** act or omission ~~or negligence~~ or fault of Provider's agents, Subcontractors, independent contractors, suppliers, **or** employees or servants in connection with this Contract, including, ~~but not limited to,~~ those in connection with loss of life, bodily injury, personal injury, damage to property, ~~contamination or adverse effects on the environment,~~ intentional acts, failure to pay any Subcontractors and suppliers, ~~any breach of this Contract,~~ loss of data, data security breach, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

8.~~3~~5 Infringement Indemnity. Provider will defend and indemnify the City against a third party claim that any Deliverable infringes a copyright or U.S. patent or other intellectual property right, provided that: (a) City notifies Provider in writing ~~within 30 days~~ promptly upon notice of the claim; (b) Provider has sole control of the defense and all related settlement negotiations; and (c) City provides Provider with the ~~assistance,~~ information and authority necessary to defend any claim related to or arising under this Section 8.3. Provider shall have no liability for any claim of infringement based on City's unauthorized use of a superseded or altered release of any Deliverable.

If any Deliverable is held or is believed by Provider likely to infringe a copyright or U.S. patent or other intellectual property right, Provider shall have the option, at its expense, to (a) modify the Deliverable to be non-infringing; or (b) obtain for Client a license to continue using the Deliverable. If it is not commercially reasonable to perform either of the above options, then Provider may terminate the license for the infringing Deliverable and refund the fees paid for that Deliverable. This Section 8.3 states Providers' entire liability and the City's exclusive remedy for the claims of infringement.

8.~~4~~6 NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBLITY OF SUCH DAMAGES

IN NO EVENT SHALL EITHER PARTY'S LIABILITY IN CONNECTION WITH THIS CONTRACT (WHETHER IN CONTRACT, TORT OR OETHERWISE) EXCEED THE ~~AMOUNT PAID TO PROVIDER DURING THE TWELVE (12) MONTH PERIOD PRECEEDING THE CLAIM~~ TOTAL VALUE OF THE CONTRACT OR $500,000.00, WHICHEVER IS GREATER.

9.1 Insurance Policies. Unless otherwise approved by the City's Risk Management Division in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, or such greater amounts or additional coverages set forth elsewhere in the Contract, covering Provider's performance of the Services and the

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delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days' prior written notice to be given to the City in the event coverage is materially changed, cancelled or non-renewed. The City, its officers, employees and agents, shall be ~~named~~ **included** as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City ~~an endorsement stating~~ **the certificate of insurance including** that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

9.3 Evidence of Insurance Coverage. Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Manager at the following address:

The City of Philadelphia
Office of the Director of Finance
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1705)

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work begins and ~~at least ten (10) days before~~ **5 days after renewal** each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days' written notice to Provider.

9.4 Fidelity Bond; Crime Insurance. When required elsewhere in the Contract Documents, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars ($10,000) or (b) the amount specified elsewhere in the Contract Documents, covering Provider's employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) $10,000 or (b) the amount specified in the Provider Agreement. **The fidelity bond or crime insurance, whichever is obtained by Provider, will pay the loss payee for relevant loss or damage resulting directly from theft or forgery committed by Provider**. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the requirements of Section 9.3 (Evidence of Insurance Coverage) above.

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13.3 Payment of Provider Upon Termination or Suspension.

(a) Upon termination or suspension of this Contract by the City for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by the City and subject to audit, as shall compensate it for the work satisfactorily performed prior to the termination date; provided, however, that:

(1) Provider is not entitled to be compensated for termination expenses or for anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services; and

~~(2) The City may deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such termination for an Event of Default~~.

(b) In the event of termination or suspension of this Contract by the City for the City's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials ~~satisfactorily~~ delivered prior to the date of termination. The City shall not pay Provider any amount for Provider's termination or suspension expenses or anticipated profits, unabsorbed or underabsorbed overhead or unperformed Services and Materials not satisfactorily delivered.

(c) In no event shall Provider be entitled to payment beyond the maximum amounts set forth elsewhere in the Contract.

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EXHIBIT PA-3

PROGRAM INCOME GUIDELINES

As required by the Community Development Block Grant ("CDBG") and Home Investment Partnerships Program ("HOME") regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), the following guidelines governing the use and administration of Program Income ("PI") shall be followed by Provider, including all major delegate agencies and subrecipients.

ARTICLE I: BACKGROUND REQUIREMENTS

1.1 **Definition of Program Income**. Under 24 C.F.R. § 570.500(a) (CDBG), or 24 C.F.R. § 92.2 (HOME), as applicable, Program Income means gross income received by the City of Philadelphia ("City") or Provider directly generated from a HUD-supported activity, or earned only as a result of the Contract during term of the Contract. PI includes, but is not limited to, the following:

(a) Income from fees for services performed;

(b) Income from the use or rental of real or personal property acquired with HUD funds;

(c) Income from the sale of commodities or items fabricated under a Contract; and

(d) Income from payments of principal and interest on loans made with HUD funds.

1.2 **Disposition of Program Income Received and Retained by Provider**. PI received prior to grant closeout shall be retained and used for activities described in the Scope of Services, which is attached as Exhibit PA-1 to this Contract. All provisions of this Contract shall apply to such activities. Transfers of HUD funds by the City to Provider and use of HUD funds shall be governed by the following:

(a) **Revolving Fund.** PI in the form of repayments to, or interest on, a revolving fund, shall be disbursed from such funds before additional cash withdrawals are requested from the City for the same activity.

(b) **Other Program Income.** All other PI shall be disbursed for activities described in Exhibit PA-1 Scope of Services before additional cash withdrawals are requested from the City.

1.3 **City's Reservation of Right to Program Income**. The City, including but not limited to its Division of Housing and Community Development ("DHCD") and Department of

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Commerce ("Commerce"), reserve the right, in the sole discretion of the City, to require that Provider deposit the current balance of PI and any subsequent receipt(s) of PI with the City, upon written notice to Provider. In such event, necessary revisions to this Contract shall be made.

ARTICLE II: ACCOUNTING FOR PROGRAM INCOME

2.1 **General.** HUD regulations require that PI be used before grant funds are requested from HUD. This rule applies to Providers contracting with the City as well as those contracting with the Philadelphia Redevelopment Authority ("PRA"), the Philadelphia Housing Development Corporation ("PHDC"), the Philadelphia Industrial Development Corporation ("PIDC"), the Philadelphia Commercial Development Corporation ("PCDC") or any other City agency (collectively, the "Funding Agencies"). These rules do not apply to the Commonwealth of Pennsylvania agencies, including its Department of Community and Economic Development ("DCED"). In the case of Urban Development Action Grant ("UDAG") projects, the use of realized revenues shall be set forth in the grant agreement between HUD and the City or in the Contract between the City and the developer governing the project.

2.2 **Budgeting Revenues.** When feasible, all revenues should be budgeted as part of the total request for the project. It is suggested that the budget be presented with the total request and that PI be shown as a deduction from the gross amount. Projects funded by various sources may have to alter this approach. Where PI is budgeted and a project covers more than one fiscal period, the PI estimate must be reviewed each June 30.

2.3 **Application of Program Income**. PI will be credited against amounts invoiced as eligible expenditures of HUD funds. It must be applied regardless of the amount and whether or not it was budgeted. The amount of realized PI is to be applied against costs as a non-reimbursable cost on invoices for both the current period and on a cumulative basis.

2.4 **Unobligated Program Income and Effect on Contract Amount**. If PI was not budgeted but realized, it must still be applied to expenses incurred. In such instances, a written request should be submitted to the Funding Agency to approve a Contract increase, if necessary.

2.5 **Invoices Required.** In the event that PI is realized and can be applied to the total expenses incurred during one or more invoice periods, an invoice must still be submitted showing this outcome. For example, income from the sale of rehabilitated housing could obviate the request for payment for several billing periods. The source amounts of other funding sources must also be shown on Schedules A and B of Provider's invoices.

2.6 **Excess Program Income.** Upon expiration of a Contract for HUD-funded activities, PI must be promptly remitted to the Funding Agency along with applicable interest earnings.

2.7 **Accounting for Program Income**. Contract amounts, accounting systems and PI sources vary among Providers. It is not the City's intent to dictate the one best system to be used to account for PI. However, the system should provide at least the following information:

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(a) The type of PI and the date on which it was received; and

(b) The invoice date or dates when PI is realized and credited. This may include a return of some amount to the City.

In some cases where interest earnings are realized on the PI, this amount must also be credited in the next invoice(s) submitted. If Provider currently receives or anticipates receiving PI and would like to have its accounting system reviewed, or would like advice on establishing procedures to control PI, it is advisable to contact the Funding Agency for assistance.

2.8 **Year-End Fiscal Reporting**. Each Provider must provide an invoice as of June 30. If the invoice covers activity during the current and succeeding fiscal periods, Provider must submit two (2) invoices (i.e., one for the period ending June 30 and one for the period extending into the succeeding fiscal year).

2.9 **Special Conditions Concerning Program Income.**

(a) **Philadelphia Redevelopment Authority.** The PRA is permitted to retain PI initially in each fiscal period for the payment of anticipated current urban renewal liabilities. The estimate must be approved by DHCD or Commerce prior to the start of the fiscal period. The retainage shall be used only for urban renewal claims and not for salaries or other administrative expenses associated with such claims. On the final billing of the year (i.e., June 30), the account balance and related interest earnings shall be credited against the regular HUD-funded invoice. In the event that a PI balance still remains after this date, it shall be the first portion retained in the next fiscal period.

(b) **Revolving Loan Funds ("RLF").** PIDC and PCDC operate loan programs which receive or have received payments of HUD funds to establish RLFs. A RLF's PI consists of loan repayments and interest earnings. Although federal regulations do not permit HUD funds to be drawn down when PI is available, they do not require that a RLF's PI be applied against the HUD expenses of these agencies. A settlement for a loan may cause a retainage of PI in the loan fund, but these funds should be closely monitored to ensure that the time period for which the funds are retained is not excessive. Each agency's accounting system must identify the sources and uses of a RLF's PI.

In the event a request for payment of HUD funds for a RLF is in process and a loan repayment is received which would make the payment request unnecessary, the payment request should be processed. A RLF's first disbursement should be from PI and then from HUD funds. A monitoring review will determine if these disbursements are being handled in a satisfactory manner.

2.10 **Interest Earnings and Advances.** A number of Providers receiving HUD funds obtain advances immediately after their Contract is executed to help with their cash flow. In many instances, interest had been earned on the advance, and Provider waited until they were

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audited before they repaid the amount earned. To alleviate this problem, two rules must be observed by any Provider earning interest on a Contract advance:

(a) Because the advance is not HUD-funded, interest earning should not be credited against Contract expenses.

(b) Once the bank statement for the end of the fiscal year is received, Provider should draw a check payable to the "City of Philadelphia" for the interest earned and sent to DHCD along with a transmittal citing the Contract(s) number(s) and the period(s) involved. Provider must advise the Funding Agency of this transaction by completing the appropriate Section of Schedule B of the June invoice.

2.11 **Multiple Contracts and Program Income.** It is possible for a Provider using HUD funds to have two or more contracts from the same federal program year, two or more contracts from different federal program years or any combination of these two. In such a case, one or more contracts may have PI budgeted and others may not. When Provider receives HUD funds under one or more contracts, the following procedures must be implemented:

(a) When a Provider receives PI, the amount realized should be applied against eligible costs under the Contract generating the income. In the event that a balance remains, the amount should be applied against eligible costs under HUD-funded contract(s).

(b) In the event that a PI balance still remains after it has been applied to costs in all contracts, the PI should be applied to subsequent invoice periods as outlined in Section 2.11(a) above.

NOTE: Realized PI must be totally utilized before the Funding Agency may be invoiced for HUD-funded reimbursement. Within the Revolving Fund category, the same steps set forth above for PI must be followed. Multiple UDAG contracts are governed solely by the terms of each UDAG agreement.

2.12 **Summary.** These guidelines are not discretionary. They are required under this Contract in order to comply with the Federal regulations governing the use of PI. If PI is not handled in the manner described above, penalties may be incurred at the current savings account interest rate. Repeated violations may cause either a termination of a current contract and/or denial of future contracts. In addition, penalties which must be paid by the City to HUD are not eligible HUD-funded expenditures. Therefore, it is imperative that agencies receiving HUD funds adhere to these guidelines to prevent waste and inefficiency in the management of HUD programs.

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EXHIBIT PA-4

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I Cara Small, hereby certify on behalf of

ICF Incorporated, LLC that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Signed by: Cara Small 2FC0D20FB0B9462... Date: November 6, 2024

Name: Cara Small Title: Other - Senior Manager, Contracts

Please select one:

x Standard Form-LLL, "Disclosure of Lobbying Activities," is **NOT** applicable to this Certification.

___ Standard Form-LLL, "Disclosure of Lobbying Activities," **IS** applicable and will be emailed to **comm.contracts@phila.gov**.

NOTE: If Standard Form-LLL is applicable, the processing of the contract will be delayed until the form is received.

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EXHIBIT PA-5

STATEMENT OF INTEREST – FEDERAL FUNDS

To be completed by the President or other individual duly authorized to represent the Organization. This form applies only to Organizations receiving Community Development Block Grant ("CDBG") funds and/or Home Investment Partnerships Program ("HOME") funds and/or Housing Opportunities for Persons with AIDS ("HOPWA") funds.

Name of Organization: ICF Incorporated, LLC

Does your Organization receive CDBG and/or HOME funds?

Have any employees, agents, consultants, officers, elected or appointed officials or any of their immediate family members (spouse, parent/stepparent, child/stepchild, grandparent, grandchild, sibling/stepsibling or in-laws) or business associates, who are either currently working of have worked for this Organization over the past year, received, or expect to receive, a financial interest or benefit (ex. business opportunity, etc.) from a CDBG and/or HOME-assisted activity or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG and/or HOME-assisted activity, or with respect to the proceeds of such activity(ies)?

___ Yes

_x_ No

Does your Organization receive HOPWA funds?

Have any employees, agents, consultants, officers, elected or appointed officials or any of their family members or business associates, who are either currently working of have worked for this Organization over the past year, received, or expect to receive, a financial interest or benefit (ex. business opportunity, etc.) from a HOPWA-assisted activity or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity?

___ Yes

_x_ No

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EXHIBIT PA-5

STATEMENT OF INTEREST – FEDERAL FUNDS

If you checked one of the "Yes" boxes in the preceding sections, please complete the following sections with the appropriate information:

1. Name(s) of the employee(s), agent(s), consultant(s), officer(s), elected or appointed official(s) including the names and relationship with the relevant family members or business associates, if any:
   To our knowledge, this is N/A

2. The Organization, Agency and/or Department where the person(s) identified currently works (or worked in the past year) as well as their position and a description of their duties:
   To our knowledge, this is N/A

3. Please identify the financial interest or benefit for each respective person:
   To our knowledge, this is N/A

CERTIFICATION

I hereby certify that the statements made in the foregoing Statement of Interest form are true and correct to the best of my knowledge, information and belief.

Signature: Signed by: Cara Small 2FC0D20FB0B9462... Date: November 6, 2024

Name: Cara Small Title: Other - Senior Manager, Contracts

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EXHIBIT PA-6

FUNDING SOURCE - GENERAL TERMS AND CONDITIONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG")

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GENERAL TERMS AND CONDITIONS

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG")

ARTICLE I: ADMINISTRATIVE REQUIREMENTS

1.1 **Termination of Contract for Cause.** The City of Philadelphia ("City") may suspend or terminate payments under this Contract in whole or in part for cause or convenience. Cause shall include, but not be limited to, the following: (1) improper use of funds; (2) failure to comply with the terms and conditions of this Contract; (3) submission to the City of reports which are incorrect or incomplete in any material respect; (4) debarment by Federal, State or Local government agency or department; (5) failure to pay creditors and Sub-providers after receipt of payment(s) pursuant to this Contract; (6) failure to maintain bonds and insurance required under this Contract; (7) offering of bribes, threatening or abuse of program participants and/or those administering the CDBG Program; (8) causes and conditions applicable to determination of debarment as set forth at 2 C.F.R. § 180.800 and sub-awards to debarred and suspended parties as set forth at 2 C.F.R. § 200.214; (9) failure to comply with any applicable Federal, State or local requirements; or (10) material failure to comply with any term of an award in accordance with 2 C.F.R. § 200.340.

(a) The City may terminate this Contract for cause, as stated above, by providing written notice to Provider not less than five (5) calendar days prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by Provider under this Contract shall, at the option of the City, become property of the City, and Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed, in the sole discretion of the City.

(b) In the event this Contract is terminated for cause, Provider shall not be relieved of liability to the City for damages to the City, and the City may withhold any payments to Provider for the purpose of setoff until such time as the actual amount of damages due the City from Provider is determined.

(c) The City retains the right to inform other delegate agencies or subrecipients who carry out CDBG or other Federally-funded activities of contracts terminated for cause, including the name of Provider and reason for termination. Information regarding contracts terminated for cause may also be submitted to the U.S. Department of Housing and Urban Development ("HUD") and/or the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") for any action deemed necessary.

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(d) Provider shall adopt and include termination for cause provisions not inconsistent with those set forth above in all contracts to carry out CDBG activities. Provider shall notify the City of all contracts terminated for cause along with the reason for termination and any other information deemed necessary by the City or HUD.

1.2 **Termination of Contract for Convenience of City.** This Contract may also be terminated, in whole or in part, for convenience, either (1) by agreement of the parties hereto in accordance with 2 C.F.R. § 200.340(a)(3), or (2) in accordance with 2 C.F.R. § 200.340(a)(4) upon written notice, at least ten (10) calendar days before the effective date of such termination.

(a) If the Contract is terminated for convenience, Provider will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of the Provider covered by this Contract, less payment of compensation previously made; provided however, that if less than 60% of the services covered by this Contract have been performed upon the effective date of such termination, Provider shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Provider during the contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

(b) If the Contract is terminated either for cause or convenience, Provider shall remit to the City, within ten (10) calendar days of such termination, an accounting of all monies including Program Income received pursuant to or during the term of this Contract. Provider shall also return to the City all property purchased with CDBG funds and funds which have not been obligated for expenses authorized under this Contract. A Final Reimbursement Report (Invoice) must be submitted, on forms supplied by the City, within sixty (60) days of termination date.

1.3 **Corrections.** The City shall have the right to fill in any blanks left in this Contract and any amendments thereto, and to correct patent errors therein. However, no other alterations, amendments, changes or additions to this Contract and amendments thereto, shall be binding upon the parties unless reduced to writing and signed by the parties.

1.4 **Remedies and Sanctions.** The City has the right to review and evaluate Provider's management, fiscal, contract administration and monitoring systems to determine Provider's compliance with the terms and conditions of this Contract, including, but not limited to compliance with all the applicable Local, State and Federal laws, legislation, orders and regulations, Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The following listing of Actions that the City may take in response to a review of Provider's performance are as follows:

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(a) Division of Housing and Community Development's (hereafter DHCD) Contract Administrator may:

(1) Request additional documentation;

(2) Require submission of monthly reports specific to monitoring and audit findings;

(3) Require a pre-audit of all requests for reimbursements; or

(4) Require compliance within a specified period of time.

(b) In the event of continued noncompliance, DHCD's Monitoring Unit may:

(1) Issue warnings;

(2) Advise Provider that a certification of compliance is no longer acceptable and require documentation for all requests for reimbursement;

(3) Suspend or discontinue payments;

(4) Require that Provider not incur additional CDBG-funded costs and/or return all realized program income;

(5) Require that Provider reprogram allocated funds to other eligible activities;

(6) Require that Provider reimburse amounts improperly expended;

(7) Suspend or terminate the Contract; or

(8) Enforce any and all remedies for noncompliance pursuant to 2 C.F.R. 200.339.

(c) The DHCD Deputy Director of Housing may immediately suspend funding under the following circumstances

(1) Misappropriation of funds;

(2) Gross noncompliance - fiscal, legal or programmatic;

(3) Violation of criminal law;

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(4) Non-payment of taxes;

(5) Absence of an appropriate accounting system, control mechanisms and fiscal procedure; or

(6) Failure to adhere to the Financial and Audit Requirements (Section II below).

(d) Provider will be given written notification of all sanctions imposed by DHCD's Deputy Director of Housing and will be required to respond to said notification in the manner and within the time period set forth in the written notification.

1.5 **Insurance.** Unless otherwise approved by the City's Risk Management Division in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all Insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, it officers, employees, or agents shall invalidate the coverage.

(a) **Workers' Compensation and Employers' Liability.**

(1) Workers' Compensation: Statutory Limits

(2) Employers' Liability: $100,000 Each Accident – Bodily Injury by Accident; $100,000 Each Employee – Bodily Injury by Disease; and $500,000 Policy Limit – Bodily Injury by Disease.

(3) Other states' insurance, including Pennsylvania.

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(b) **General Liability Insurance.**

(1) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $1,000,000 advertising injury; $2,000,000 general aggregate and $1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(c) **Automobile Liability Insurance.**

(1) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Owned, non-owned and hired vehicles.

(d) **Professional Liability Insurance.**

(1) Limit of Liability: $1,000,000 with a deductible not to exceed $50,000.

(2) Coverage: Errors and omissions, including liability assumed under Contract.

(3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

1.6 **Bonds.** No funds shall be disbursed to Provider until it shows evidence that it has obtained bonding coverage, including fidelity bonding, in an amount and form satisfactory to the City, in its sole discretion, in accordance with 2 C.F.R. 200.304, as applicable.

(a) When required by the City, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity

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bond in an amount equal to the greater of: (a) $10,000 or (b) the amount specified in the Provider Agreement, covering Provider's employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) $10,000 or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the General Provisions for Housing and Economic Development Services.

ARTICLE II: FINANCIAL AND AUDIT REQUIREMENTS

2.1 **Accounting and Financial Management.** Provider shall maintain complete and accurate records and books of account sufficient to record and report all receipts, disbursements of funds, obligations, outstanding commitments and assets and liabilities. Local governments and authorities, non-profits and other entities shall adhere to the provisions of OMB Uniform Guidance. Local government and authorities, non-profits and other entities shall also adhere to 2 C.F.R. 200.302.

2.2 **Retention and Access Requirement for Records.**

(a) Provider shall make available to the City, appropriate Federal agencies, State agencies and their authorized representatives all records and books of account maintained pursuant to this and any City contract awarding Federal assistance funds. All records and books of account maintained pursuant to this Contract awarding Federal assistance funds shall document compliance with the requirements of this Contract and the CDBG program. Provider shall retain such records for such a time period as required by the applicable federal, state and local laws, rules, regulations and ordinances. Provider shall retain such records for a minimum of five (5) years as required by the General Provisions for Housing and Economic Development Services. Furthermore, Provider should note that 24 C.F.R. 200.334 requires a three (3) year record retention period, from the applicable date, as modified by 24 C.F.R. 570.502(a)(7). Provider hereby agrees to maintain and make available to HUD for inspection any and all financial records sufficient, in HUD's determination, to ensure proper accounting and disbursement of funds hereunder.

(b) Provider shall provide the originals of all books, records, accounts plans or other documents related to this Contract, upon request by the City, and shall not distribute or copy said documents to any persons or entities without the prior written consent of the City.

2.3 **Audits and Reviews.** Provider shall have a financial and compliance audit performed by an Independent Public Accountant ("IPA") when Provider has met the required aggregate amount of Federal financial assistance expenditures in its fiscal year as set forth in the Single Audit Act of 1984, 31 U.S.C. §§ 7501-7506, as amended, and OMB Compliance

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Supplement. If Provider's aggregate federal expenditures are seven hundred and fifty thousand dollars ($750,000) or more, under 2 C.F.R. § 200.501, Provider shall conduct an audit in accordance with the OMB Compliance Supplement, the City of Philadelphia Subrecipient Audit Guide and DHCD's Audit Requirements. Provider shall also submit to DHCD's Audit Unit the following audit-related documents: Data Collection Form ("DCF"), Management Letter or Letter of Control Deficiencies, if any has been issued by Provider's audit firm. In addition, if Provider has a financial or GAS audit done, Provider shall also submit these audits to DHCD's Audit Unit. The City and DHCD reserve the right to engage the services of an IPA to conduct an audit of Provider's records. Provider shall retain twenty-five percent (25%) of the IPA's audit fee until it receives written notification from DHCD that the audit report has been accepted or sixty (60) days has elapsed since the report was submitted to DHCD.

Non-profit Providers and local government agencies or authorities shall abide by the mandated requirements of 2 C.F.R. Part 200 in conducting programs funded by CDBG. For-profit Providers awarded CDBG funds shall abide by the audit requirements that are set forth in its contract with DHCD, which may also require Provider to perform a financial and compliance audit.

Audits and reviews required under this Section shall be performed in accordance with the following:

(a) **City Due Date for Provider's Annual Reports.** Single Audit Reports shall be submitted to DHCD's Audit Unit no later than one hundred twenty (120) calendar days following Provider's fiscal year end date. Shall Provider anticipate that its audit report will not be submitted within the one hundred twenty (120) calendar period, the Provider's IPA shall submit a request for the extension to the DHCD Audit Unit at least two (2) weeks before the one hundred twenty (120) day period.

(b) **Mandatory Method for Submission of Provider's Annual Audit Reports and Other Documents.** Provider shall electronically submit one (1) Portable Document Format ("PDF") copy of any and all audit reports, plus any and all related documents, to DHCD's Audit Unit at DHCD.Audit@phila.gov. Additionally, Provider shall also submit two (2) bound hard copies of the audit report(s), along with any and all related documents, to DHCD's Audit Unit.

(c) **Provider's Mandatory Annual Audit Arrangement Submissions.** At a minimum, Provider shall annually submit to DHCD's Audit Unit its completed Schedule of Federal Governmental Funding ("SOFGF"). Furthermore, if an audit in accordance with 2 C.F.R. 200 is required, Provider shall also submit to DHCD's Audit Unit the following documents: Notice of Engagement form, Engagement Letter, Peer Review of IPA and written statement as to whether Provider uses any Federal funds to pay for its audit. If Provider uses any source of Federal funds to pay for its audit conducted in accordance with the OMB Compliance Supplement, Provider shall

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also submit to DHCD's Audit Unit copies of the following documents: RFP for audit services, list of IPAs that the RFP was sent, copy of the RFP advertisement, if applicable, and summary of the auditor selection process used. DHCD may send its Audit Arrangements package to Provider by certified or regular mail or email and/or DHCD may send Provider an annual letter, referring Provider to DHCD's website. DHCD may require Provider to submit its audit arrangements electronically and by hard copy.

(d) **Provider's Mandatory Annual Submission of its IRS Form 990.** Provider shall annually submit a copy of its IRS Form 990 to the Internal Revenue Service ("IRS") along with one (1) copy of the same within five (5) business days after the IRS filing deadlines to DHCD's Audit Unit at DCHD.Audit@phila.gov using the required naming convention set forth in DHCD's letter of instructions for electronic submission of documents. DHCD follows the same mandatory submission requirement date set forth by the IRS, which is within four and a half (4.5) months from the date on which Provider's fiscal or calendar year ends. If Provider requests an extension to file, or secures IRS approval for, a second extension to file its IRS Form 990, Provider shall submit a copy of its initial and/or IRS-approved second extension and IRS approval to DHCD's Audit Unit within five (5) business days after the same time limitations that the IRS places upon submissions of the same.

(e) **Provider's Contracts with Sub-Recipients.** If Provider funds other sub-recipient agencies, using CDBG funds passed through DHCD, Provider shall ensure that its contracts with its sub-recipients contain all provisions included or referenced in this Section.

(f) **Failure to Submit.** If Provider fails to submit in a timely manner its audit report with related documents, IRS Form 990 with any related extensions, annual Audit Arrangements information or its corrective actions, DHCD may suspend Provider. Suspension would prevent Provider from receiving advances, reimbursement for its allowable contractual expenditures and receiving other contract awards.

(g) **Work Paper Review.** The City reserves the right for Federal, State and Local agencies, or their authorized representatives, to review Provider's IPA's work papers or to perform any additional audit or review procedures deemed necessary by the appropriate government authority. The cost for any such additional audit shall be borne by the governmental agency requiring the additional work, at no additional cost to Provider. The Provider's IPA shall not be reimbursed for any work paper reviews.

2.4 **Corrective Action.** Provider agrees to take prompt and appropriate corrective action, as may be suggested by the City, or its authorized representative, in instances of material noncompliance with respect to the Federally-assisted program(s) being carried out for the City. Failure of Provider to meet the audit arrangement and reporting deadlines referenced herein may result in reimbursement delays and may impact current and future funding of Provider.

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2.5 **Audit Follow-Up and Resolution.** Within ninety (90) days, or earlier at the discretion of DHCD, of the issuance of an audit report with findings or questioned costs, the status of any corrective action taken or planned to be taken is to be communicated directly to the Audit Supervisor of DHCD. Within one hundred eighty (180) days of the issuance of an audit report with findings or questioned costs, Provider is to verify in writing whether all open issues are resolved. The letter is to be addressed directly to the Audit Supervisor of DHCD.

2.6 **Program Review.** All Providers, regardless of contract amount, shall be subject to ongoing financial and programmatic monitoring and review of their compliance with contract requirements.

ARTICLE III: COMPLIANCE REQUIREMENTS

3.1 **Compliance with State and Local Laws.** Provider shall comply with all laws, ordinances and codes of the State and Local governments in accordance with their respective terms, as such laws, ordinances and codes may be, from time to time, enacted, superseded and/or amended, and further, shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

3.2 **Compliance by Provider with Assurances.** Provider is aware of the assurances given by the City as set forth in HUD Form 424-B entitled "Assurances and Certifications", a copy of which is available for inspection, which was executed by the City in connection with its CDBG application. Provider, in accepting and using Federal funds, agrees to conform its program to the assurances set forth in said HUD Form.

3.3 **Conformity of Provider's Programs with the CDBG Regulations.** To the extent applicable, Provider shall carry out all CDBG-assisted activities in accordance with regulations governing the CDBG program, 24 C.F.R. Part 570, as such regulations may be from time to time enacted, superseded and/or amended (the "CDBG Regulations"), all applicable OMB Uniform Guidance Principles, and all applicable laws and requirements incorporated therein, including, but not limited to, the following:

(a) Provider shall carry out all assisted activities in compliance with all Federal laws and regulations described in Subpart K, 24 C.F.R. §§ 570.600-570.615, and, to the extent applicable, environmental responsibilities described at 24 C.F.R. § 570.604, and initiation of environmental review process described at 24 C.F.R. Part 58; and

(b) Unless directed by the City to the contrary in writing, pursuant to 24 C.F.R. § 507.503(b)(7), Provider shall transfer to the City any CDBG funds on hand at the time of expiration of this Contract and any accounts receivable attributable to the use of CDBG funds. With respect to real property acquired or improved in whole or in part with CDBG funds in excess

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of $25,000, Provider shall either 1) use such property to meet one of the purposes in 24 C.F.R. § 570.208 until five (5) years after expiration of this Contract or for such longer period of time as determined to be appropriate by the City or 2) dispose of such property in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. See 24 C.F.R. § 570.505.

3.4 **Other Grant Administration Obligations.** Provider shall comply as though it were a direct recipient of Federal funds with the requirements of all applicable sections of the Office of Management and Budget (OMB) Uniform Guidance (2 C.F.R. Part 200).

3.5 **Applicability of OMB Uniform Guidance.** The policies, guidelines, and requirements of 2 C.F.R. Part 200 apply with respect to the acceptance and use of funds under the CDBG Program by States and units of general Local government, including public agencies. OMB's 2 C.F.R. Part 200 also applies with respect to the acceptance and use of funds under the CDBG program by private non-profit entities.

3.6 **Hatch Act.** Neither the CDBG Program, the CDBG funds provided therefore nor the personnel employed in the administration of the CDBG program shall, in any way, or to any extent be used to engage in the conduct of political activities in contravention of 5 U.S.C. § 1501 et seq.

3.7 **Religious Organizations.** In addition to, and not in substitution for, other provisions of this Contract regarding the provision of public services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 et seq., as amended, and 24 C.F.R. § 570.200(j), in the event that Provider represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, then the following standards apply:

(a) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program; neither the Federal government nor a State or Local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation;

(b) Provider may not engage in explicitly religious activities, including, but not limited to, worship, religious instruction or proselytization, as part of CDBG program or service funds received under this Contract. If Provider conducts explicitly religious activities, the activities must be offered separately, in time or location, from CDBG program or service funds received under this Contract; participation must be voluntary for the beneficiaries of CDBG program or service funds received under this Contract;

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(c) Provider will retain its independence from Federal, State and Local governments and may carry out its mission, provided that it does not use CDBG funds received under this Contract to directly support any explicitly religious activities. Provider may use space in its facilities to provide services using CDBG funds received under this Contract without removing religious art, icons, scriptures or other religious symbols, and it may retain authority over its internal governance, retain religious terms in its organizational name, select board members on a religious basis and include religious references in its organizational mission statements and other governing documents;

(d) Provider shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(e) The CDBG funds received under this Contract may not be used for the acquisition, construction or rehabilitation of any structure that is used for inherently religious activities; however, CDBG funds received under this Contract may be used for the acquisition, construction or rehabilitation of any structure used for CDBG-eligible activities. If a structure is used for both eligible and inherently religious activities, then CDBG funds received under this Contract may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to CDBG-eligible activities in accordance with CDBG-cost accounting requirements. The CDBG funds received under this Contract shall not be used for improvements to sanctuaries, chapels or other rooms that Provider uses for its principal place of worship; and

(f) If a State or Local government voluntarily contributes its own funds to supplement Federally-funded activities, the State or Local government has the option to segregate the Federal funds or commingle them; if the Federal funds are commingled, 24 C.F.R. § 570.200(j) applies to all of the commingled funds.

3.8 **Displacement, Relocation and Real Property Acquisition.**

(a) **General Policy for Minimizing Displacement.** Consistent with the other goals and objectives of the CDBG program, Provider hereby agrees that it has taken or will take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations and farms) as a result of a project assisted with CDBG funds.

(b) **Relocation Assistance for Displaced Persons at URA Levels.** A displaced person, as defined at 24 C.F.R. § 570.606(b)(2), shall be provided relocation assistance at the levels described in, and in accordance with the requirements of, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655 ("URA"), and implementing regulations at 49 C.F.R. Part 24.

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(c) **Residential Anti-Displacement and Relocation Assistance Plan.** In accordance with 24 C.F.R. § 42.325, the following standards apply:

(1) **Certification.** As part of its consolidated plan under 24 C.F.R. Part 91, Provider must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) **Plan Contents.**

a) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the CDBG program, as provided in 24 C.F.R. Part 570, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.

b) The plan shall provide for relocation assistance in accordance with 24 C.F.R. § 42.350.

c) The plan shall provide one-for-one replacement units to the extent required by 24 C.F.R. § 42.375.

(d) **Optional Relocation Assistance.** Under CDBG regulations, Provider may provide relocation payments and other relocation assistance to persons displaced by activities that are not subject to Subsections 3.8(b) or 3.8(c). Provider may also provide relocation assistance to persons receiving assistance under Subsection 3.8(b) or 3.8(c) at levels in excess of those required by these subsections. Unless such assistance is provided under State or Local law, Provider shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 C.F.R. § 570.201(i), as applicable). Provider must adopt a written policy available to the public that describes the relocation assistance that Provider has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) **Acquisition of Real Property.** The acquisition of real property for a CDBG funded project is subject to the URA and the requirements described in 49 C.F.R. Part 24, Subpart B, including, for voluntary acquisitions as defined therein, the notice requirements described in 49 C.F.R. § 24.203.

(f) **Appeals.** If a person disagrees with the determination of Provider concerning the person's eligibility for, or the amount of, a relocation payment under 24 C.F.R. § 570.606, the person may file a written appeal of that determination with Provider. The appeal procedures to be followed are described in 49 C.F.R. § 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of Provider's decision to the HUD Field Office.

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(g) **Responsibility of Provider.** Provider hereby agrees that it will comply with the URA, the regulations at 49 C.F.R. Part 24 and the requirements of 24 C.F.R. § 570.606, and shall ensure such compliance notwithstanding any third party's contractual obligation to comply with these provisions. Provider shall maintain records in sufficient detail to demonstrate compliance with these provisions.

(h) **Fair Housing Act.** A displaced person must be advised of his or her rights under the Fair Housing Act, 42 U.S.C. §§ 3601-19, and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe and sanitary replacement dwellings not located in such areas. In addition, a displaced person who qualifies for assistance under Section 104(d) of the Housing and Community Development of 1974, must be offered relocation assistance at the levels described in, and in accordance with, that Act and with implementing regulations at 24 C.F.R. §§ 570.457 and 570.606(c) and 24 C.F.R. Part 42, Subpart C.

3.9 **Fire Administration Authorization Act of 1992.** To the extent applicable, Provider shall comply with the requirements of the Fire Administration Authorization Act of 1992 (Pub. L. 102-522) in connection with Federally-assisted properties hereunder.

3.10 **Drug-Free Workplace.** To the extent applicable, Provider shall comply with the requirements of Sections 5151-5160 of the Drug-Free Workplace Act of 1988, as amended, and HUD's implementing regulations at 2 C.F.R. Part 2429.

3.11 **Recycled Materials.** To the extent applicable, Provider shall make maximum practicable use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with this Contract's performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price.

3.12 **Robert T. Stafford Act.** To the extent applicable, Provider shall comply with the requirements of Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5155, and with all applicable CDBG-DR policy guidance and implementing regulations, including but not limited to Section IV.A of Appendix B to Federal Register Notices Vol. 87, No. 100, May 24, 2022, Section IV.A. of Appendix B to Federal Register, Vol. 88, No. 11, January 18, 2023, CDBG-DR Policy Bulletin 2022-02 and CDBG-DR FAQs 2024-01. Provider shall not carry out any of the activities under this Contract in a manner that results in a prohibited duplication of benefits. To the extent applicable, Provider shall require beneficiaries of CDBG-DR funds to agree in writing to repay to the City any duplicative assistance for the same purpose for which the CDBG-DR award was made, and shall include the following warning: "Warning: Any person who knowingly makes a false claim or statement to HUD or causes another

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to do so may be subject to civil or criminal penalties under 18 U.S.C. §§ 2, 287, 1001, and 31 U.S.C. § 3729."

ARTICLE IV: CONFLICT OF INTEREST

4.1 **Federal Requirements (HUD).**

(a) **General Applicability.** The provisions of 24 C.F.R. § 570.611 shall apply.

(b) **Conflicts Prohibited.** Pursuant to 24 C.F.R. § 570.611, the general rule is that no persons described in Subsection 4.1(c) who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the CDBG Program or who are in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or with respect to the proceeds thereunder either for themselves or those with whom they have immediate family or business ties, during their tenure or one year thereafter. For the Urban Development Action Grant ("UDAG") program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at anytime after, such person's tenure.

(c) **Persons Covered.** The conflict of interest provisions of Subsection 4.1(b) apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the City or Provider, or of any subcontractors, subrecipients or designated public agencies which are receiving bids under 24 C.F.R. Part 570.

4.2 **State Requirements.** Where Provider is any department, authority, commission, committee, council, board, bureau, division, service, office, officer, employee, administration, legislative body or other establishment in the Executive, Legislative or Judicial branch of the State or a political subdivision thereof, the conflict of interest provisions of the Public Official and Employee Ethics Act found at 65 Pa. C.S. §1101 et seq. shall be applicable.

4.3 **Local Requirements.** To the extent applicable, Provider shall also comply with Local conflict of interest provisions set forth at § 10-102 of the Philadelphia Home Rule Charter and Philadelphia Code §§ 20-607, 20-608, and 20-609.

ARTICLE V: LABOR REQUIREMENTS

5.1 **Davis-Bacon Act.** All laborers and mechanics employed by Provider or Sub-providers on construction work financed in whole or in part with assistance received under the

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Housing and Community Development Act of 1974, 42 U.S.C. § 5301 et seq., as amended, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., as amended. By reason of the foregoing requirements, the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701 et seq., also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than eight (8) units, pursuant to 24 C.F.R. § 570.603. The regulations in 24 C.F.R. Part 70 apply to the use of volunteers.

5.2 **Contract Work Hours and Safety Standards Act (the "Contract Work Act").**

(a) All laborers and mechanics employed by Provider and all Providers financed in whole or in part with assistance provided under this Contract for construction work in excess of $2,000 and other work which, in the aggregate, amounts to more than $2,500, which involve the employment of mechanics or laborers, shall receive overtime compensation in accordance with the Contract Work Act (40 U.S.C. § 3701 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Parts 4 and 5). These requirements shall apply to new construction or rehabilitation of residential property only if such property contains not less than eight (8) units. Provider shall cause or require to be inserted in all such subcontracts, subject to the provisions of the Contract Work Act, a clause requiring compliance with the Contract Work Act and the regulations at 29 C.F.R. Parts 4 and 5.

(b) No award covered under this Section of the Contract shall be made to any Provider who is at the time of such award ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

5.3 **Use of Debarred, Suspended or Ineligible Providers or Sub-providers.** CDBG funds shall not be used, directly or indirectly, to employ, award contracts to or otherwise engage the services of, or fund any Provider or Sub-provider during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 C.F.R. Part 5 and 24 C.F.R. § 570.609.

5.4 **Copeland Anti-Kickback Act.** The Provider shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the "Copeland Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; 63 Stat. 108; 72 Stat. 967; 40 U.S.C. § 3145), and any amendments or modifications thereof. Provider shall cause appropriate provisions to be inserted in subcontracts subject thereto, and shall be responsible for the submission of affidavits, records or other documentation required thereunder, except as the Secretary of Labor may specifically provide for from the requirements thereof.

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ARTICLE VI: ENVIRONMENTAL REQUIREMENTS

6.1 **Environmental Assessment and Review.** This Contract is subject to the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 ("NEPA"), and all Federal environmental regulations, procedures and requirements set forth at 24 C.F.R. Part 58 (Environmental Review Procedures for Entities Assuming HUD Responsibilities) and other provisions of law which further the purposes of NEPA. Provider may not commit funds for any activity under this Contract unless Provider has received a written determination from an environmental review officer of the City certifying that either:

(a) No Federal laws are applicable; or

(b) Compliance with applicable laws has been achieved.

6.2 **Compliance with Environmental Review.** Provider agrees to comply with all environmental review requirements, and to supply HUD and the City as required, with information necessary for any environmental review procedures.

6.3 **Compliance with Applicable Environmental Laws.** Provider shall comply with all applicable Environmental Laws. The term "Environmental Laws" as used herein is defined to include any and all current or future Federal, State, and Local environmental laws, statutes, rules, regulations and ordinances, including but not limited to, Pennsylvania "common law," the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as amended ("TSCA"); the Pennsylvania Solid Waste Management Act, 35 P.S. § 6018.101 et seq., as amended; the Pennsylvania Clean Streams Law, 35 P.S. § 691.1 et seq., as amended; and the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et seq. (collectively called "Environmental Laws").

Federal laws applicable to this Contract include, but are not limited to, the following:

(a) **Flood Insurance Protection.** In accordance with the Flood Disaster Protection Act of 1973, 42 U.S.C. §§ 4001-4128, as amended, and 24 C.F.R. § 570.605, no property to be assisted under the CDBG program may be located in an area that has been identified by the Federal Emergency Management Agency ("FEMA") as having special flood hazards, unless:

(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 C.F.R. Parts 59-79); or

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(2) Less than a year has passed since FEMA notification regarding such hazards; and

(3) Provider shall obtain adequate flood insurance in compliance with Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq.

(b) **Coastal Barriers.** In accordance with the Coastal Barriers Resources Act, 16 U.S.C. § 3501 et seq., as amended, no financial assistance under the CDBG Program may be made available within the Coastal Barrier Resources System.

(c) **Lead-Based Paint Hazards.** In accordance with 24 C.F.R. § 570.608, the construction of residential structures with CDBG funds provided under this Contract is subject to the requirements of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4821 et seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851-4856 and the implementing regulations at 24 C.F.R. Part 35, Subparts A, B, J, K and R.

(d) **Compliance with Air and Water Acts.**

(1) **Federal.** This Contract is subject to the requirements of the Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., as amended, and the regulations of the Environmental Protection Agency ("EPA") with respect thereto, at 40 C.F.R. Part 15, as amended from time to time. In compliance with said laws and regulations, Provider shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Contract, the following requirements:

a) A stipulation by Provider or Sub-provider that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. § 15.20;

b) Agreement by Provider to comply with all the requirements of Section 114 of the Clean Air Act, 42 U.S.C. § 7414, as amended, and Section 308 of the Federal Water Pollution Control Act, 33 U.S.C. § 1318, as amended, relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114

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and Section 308, and all regulations and guidelines issued thereunder;

c) A stipulation that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities;

d) Agreement by Provider that it will include or cause to be included the criteria and requirements in Subsection 6.2(d)(1)(a)-(e) in every nonexempt subcontract and requiring that Provider will take such action as the Government may direct as a means of enforcing such provisions; and

e) In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

(2) **State.** This Contract is subject to the requirements of the Air Pollution Control Act, 35 P.S. §§ 4001-4015, as amended, and the Clean Streams Law, 35 P.S. §§ 691.1-691.801, as amended, which serve to protect air and water resources of the Commonwealth. Provider shall incorporate in all contracts and subcontracts requirements that facilities receiving assistance shall not be in violation of any Air Pollution Control Act and Clean Streams Law standards or shall be performing satisfactorily on a compliance schedule.

(3) **Local.** This Contract is subject to the requirements of the Philadelphia Air Management Code (Philadelphia Code Chapter 3-100 et seq.) which serves to effectuate national air quality and air pollutant emission standards. Provider shall incorporate in all contracts and subcontracts requirements that facilities receiving assistance shall not be in violation of any Air Management Code Standards or shall be performing satisfactorily on a compliance schedule. Provider shall further require that any pollution control

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equipment made necessary by assistance provided under this Contract shall be installed to the full satisfaction of Air Management Services.

(e) **Historic Preservation.** This Contract is subject to the provisions of the National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq. Provider shall take no action with respect to any property without a prior determination on the eligibility of the property for the National Register of Historic Places. This determination shall be performed by the Philadelphia Historical Commission under the authority of the Pennsylvania State Historic Preservation Officer and the Advisory Council on Historic Preservation. Plans and specifications must be reviewed and approved by the Philadelphia Historical Commission for properties identified as historical resources prior to the commitment of funds. Provider shall perform all work in accordance with an approved plan and not deviate from the approved plan(s) without the prior written consent of the Philadelphia Historical Commission.

(f) **Noise Abatement and Control.** This Contract is subject to the provisions of 24 C.F.R. Part 51 Subpart B, the Noise Control Act of 1972, 42 U.S.C. §4901 et seq., as amended, the Quiet Communities Act of 1978 (Pub. L. 95-609), and Section 1113 of the Housing and Urban Development Act of 1965 (Pub. L. 89-117). Activity may be undertaken only at locations determined by the Environmental Review Officer for the City of Philadelphia to meet the standards of Part 51 Subpart B for exterior noise levels. In cases where exterior noise exceeds Subpart B standards, Provider shall obtain either approval of noise attenuation measures or an exception to the standards, following procedures established by the Environmental Review Officer in conformity with the Part 51 Subpart B regulations.

(g) **Indemnification - Environmental.** Provider hereby releases, indemnifies, agrees to pay on behalf of and holds harmless the City, its officers, directors, commissions, agents, employees, successors and assigns from and against any loss, claim cost, cause of action, demand, damage, fine (civil or criminal), penalty or expense, including clean-up costs, attorney's fees and court costs, which may be incurred, suffered or sustained by reason of any violation or alleged violation of any terms of this Contract or of any Environmental Laws on, in, under, from or about any property assisted hereunder, caused in whole or in part, regardless of fault, by any past, present or future owner, occupier, tenant, subtenant, under-subtenant, licensee, guest or any other person or entity.

ARTICLE VII: NON-DISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

7.1 **Federal Requirements.**

(a) **Non-Discrimination and Equal Opportunity.** Provider hereby agrees 1) to adopt procedures to ensure that all persons who qualify for assistance under CDBG-funded

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programs, regardless of their race, color, religion, sex, age, national origin, familial status or disability, know of the availability of the CDBG program and 2) maintain evidence of implementation of the procedures, as applicable. Provider hereby agrees to comply with the following requirements for non-discrimination on the basis of race, color, religion, sex, national origin, age, familial status and disability, as follows:

(1) **Fair Housing Requirements.** This Contract is subject to the requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601-20 ("Fair Housing Act"), and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063 as amended by Executive Order 12259, and implementing regulations at 24 C.F.R. Part 107; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1 (nondiscrimination in Federally Assisted Programs), and implementing regulations issued at 24 C.F.R. Part 1; and Fair Practices as set forth at Philadelphia Code § 9-1100.

(2) **Employment and Contracting Opportunities.** This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u, as amended (Economic Opportunities for Low and Very Low Income Persons), the HUD regulations at 24 C.F.R. Part 75 and any applicable rules and orders of HUD issued pursuant thereto. Provider shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Contract, the provisions set forth at 24 C.F.R. § 75.17 and 24 C.F.R. § 75.27. Provider shall provide such copies of 24 C.F.R. Part 75 as may be necessary for the information of parties to contracts required to contain the Section 3 provisions.

(3) **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12138 and 12432 apply to assistance provided hereunder. Consistent with HUD's responsibilities under these Orders, Provider must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

(b) **Executive Order 11246.** As more fully set forth at 41 C.F.R. § 60-1.1, the purpose of Executive Order 11246, as amended, is to promote and to ensure equal opportunity for all persons, without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, employed or seeking employment with Government contractors or with contractors performing under Federally Assisted Construction Contracts. Accordingly Executive

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Order 11246 applies to "Government Contracts" as defined at 41 C.F.R. § 60-1.3. Additionally, Executive Order 11246 applies to "Federally Assisted Construction Contracts," also defined at 41 C.F.R. § 60-1.3, in excess of $10,000 or which will have a total value or can reasonably be expected to have a total value exceeding $10,000, in any twelve (12) month period.

Pursuant to implementing regulations at 41 C.F.R. Part 60, Provider will incorporate the Equal Opportunity Clause at Subsection 7.2(c) below and, as applicable, the Equal Employment Opportunity Clause at Subsection 7.2(d) below into all contracts for activities funded under this Contract with the City and will require all Sub-providers to incorporate the same provisions into all subcontracts associated with activities of this Contract.

(c) **Equal Opportunity Clause ("EEO").** Applicable EEO provisions to be incorporated into "Government Contracts" and "Federally Assisted Construction Contracts" are found at 41 C.F.R. § 60-1.4(a) and 41 C.F.R. § 60-1.4(b) respectively.

(1) **Government Contracts.** Government contracts will incorporate the following provisions:

During the performance of this Contract, Provider agrees as follows:

a) Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

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c) Provider shall send to each labor union, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contract Compliance Officer, advising the labor union or workers' representative of Provider's commitments under this Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

d) Provider shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor;

e) Provider shall furnish all information and reports required by the Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to its books, records and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;

f) In the event of Provider's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and Provider may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law; and

g) Provider shall include the provisions of Subsections 7.1(c)(1)(a)-(g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Sub-provider or vendor. Provider shall take such action with respect to any subcontract or purchase order as HUD may

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direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a Sub-provider or vendor as a result of such direction by HUD, Provider may request the United States to enter into such litigation to protect the interests of the United States.

(2) **Federally-Assisted Construction Contracts.** Federally-assisted construction contracts will incorporate the following provisions:

a) Provider hereby agrees that it will incorporate or cause to be incorporated the equal opportunity clause as described above in Subsections 7.1(c)(1)(a)-(g) into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Part 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee.

b) Provider agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work, provided that if Provider so participating is a State or Local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c) Provider agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the

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administering agency in the discharge of its primary responsibility for securing compliance.

d) Provider agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 September 24, 1965, as amended, with a contractor debarred from, or who has not demonstrated eligibility for Government Contracts and Federally-Assisted Construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Provider agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Provider under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Provider; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) **Equal Employment Opportunity Clause ("EEOC").** In addition to the aforestated EEO provisions at 41 C.F.R. § 60-1.4(b), "Federally Assisted Construction Contracts" are to incorporate EEOC provisions found at 41 C.F.R. § 60-4.2(d) – "Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity" and the provisions found at 41 C.F.R. § 60-4.3 "Standard Federal Equal Employment Opportunity Construction Contract Specifications." Said provisions are also to be included in all solicitations for offers and bids on all Federal and "Federally Assisted Construction Contracts" or subcontracts.

(1) **Notice of Requirement for Affirmative Action to Secure Employment Opportunity (41 C.F.R. § 60-4.2(d)).** The goals and timetables for minority and female participation, expressed in percentage terms for Provider's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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Women:

6.9% of the aggregate work force for the Philadelphia Metropolitan Statistical Area (Bucks, Chester, Delaware, Montgomery and Philadelphia Counties)

Minorities:

17.3% of the aggregate work force for the Philadelphia Metropolitan Statistical Area (Bucks, Chester, Delaware, Montgomery and Philadelphia Counties)

a) These goals are applicable to all Provider's construction work (whether or not it is federal or federally-assisted) performed in the covered area.

b) Provider's compliance with the Executive Order and the regulations in 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. § 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Provider shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Provider to Provider or from project to project for the sole purpose of meeting Provider's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c) Provider shall provide written notification to the Director within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Sub-provider, employer identification number of the Sub-provider, estimated dollar amount of the

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subcontract, and the geographical area in which the subcontract is to be performed.

d) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" shall be the description of the geographical area where the contract is to be performed, including the state, county, and city, if any.

(2) **Standard Federal Equal Employment Construction Contract Specifications (41 C.F.R. § 60-4.3).**

As used in these Contract requirements:

a) "Covered area" means the geographical area described in the solicitation from which this Contract resulted. As used in this Contract, the "covered area" is the City and County of Philadelphia, Commonwealth of Pennsylvania.

b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d) "Minority" includes:

1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal

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affiliations through membership and participation or community identification).

(3) Whenever Provider, or any Sub-provider at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

(4) If Provider is participating (pursuant to 41 C.F.R. § 60-4.5) in a Hometown Plan (the "Plan") approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Provider must be able to demonstrate their participation in and compliance with the provisions of any such Plan. Each Provider or Sub-provider participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Providers or Sub-providers toward a goal in an approved Plan does not excuse any covered Provider or Sub-provider's failure to take good faith efforts to achieve the Plan goals and timetables.

(5) Provider shall implement the specific affirmative action standards provided in the aforementioned paragraphs of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization Provider should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Providers performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from Federal procurement contracting officers. Provider is expected to

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make substantially uniform progress toward its goals in each craft during the period specified.

(6) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom Provider has a collective bargaining agreement, to refer to either minorities or women shall excuse Provider's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(7) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by Provider during the training period, and Provider must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(8) Provider shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Provider's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. Provider shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which Providers employees are assigned to work. Provider, where possible, will assign two or more women to each construction project. Provider shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out Provider's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities;

b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Provider or its unions have employment

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opportunities available, and maintain a record of the organizations' responses;

c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to Provider by the union or, if referred, not employed by Provider, this shall be documented in the file with the reason therefore, along with whatever additional actions Provider may have taken;

d) Provide immediate written notification to the Director when the union or unions with which Provider has a collective bargaining agreement have not referred to Provider a minority person or woman sent by Provider, or when Provider has other information that the union referral process has impeded Provider's efforts to meet its obligations;

e) Develop on-the-job training opportunities to participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Provider's employment needs, especially those programs funded or approved by the Department of Labor. Provider shall provide notice of these programs to the sources compiled under Subsection 7.1(d)(8)(b) above;

f) Disseminate Provider's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Provider in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report or similar publication; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed;

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g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoffs, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents or general foremen, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter;

h) Disseminate Provider's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Provider's EEO policy with other Providers and Sub-providers with whom Provider does or anticipates doing business;

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Provider's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Provider shall send written notification to organizations such as the one above, describing the openings, screening procedures and tests to be used in the selection process;

j) Encourage present minority and female employee to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Provider's workforce;

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. § 60-3;

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l) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, such opportunities;

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Provider's obligations under these specifications are being carried out;

n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes;

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Providers and suppliers, including circulation of solicitations to minority and female Provider associations and other business associations; and

p) Conduct a review, at least annually, of all supervisors' adherence to and performance under Provider's EEO policies and affirmative action obligations.

(9) Providers are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Subsections 7.1(d)(8)(a)-(p) above). The efforts of a Provider association, joint Provider-union, Provider-community or other similar group of which Provider is a member and participant, may be asserted as fulfilling any one or more of its obligations under Subsections 7.1(d)(8)(a)-(p) above, provided that Provider actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in Provider's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of Provider. The obligation

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to comply is Provider's responsibility and failure of such a group to fulfill an obligation shall not be a defense for Provider's non-compliance.

(10) A single goal for minorities and a separate single goal for women have been established. Provider, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, Provider may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though Provider has achieved its goal for women generally, Provider may be in violation of the Executive Order if a specific minority group of women is underutilized).

(11) Provider shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(12) Provider shall not enter into any subcontracts with any person or firm debarred from government contracts pursuant to Executive Order 11246.

(13) Provider shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any Provider who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(14) Provider, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Subsections 7.1(d)(8)(a)-(p) above, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If Provider fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.

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(15) Provider shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Provider shall not be required to maintain separate records.

(16) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(e) **Affirmative Action for Workers with Disabilities.** In accordance with 41 C.F.R. § 60-741.5, as amended:

(1) Provider will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Provider agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices including, but not limited to, the following:

a) Recruitment, advertising and job application procedures;

b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

c) Rates of pay or any other form of compensation and changes in compensation;

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d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;

e) Leaves of absence, sick leave or any other leave;

f) Fringe benefits available by virtue of employment, whether or not administered by Provider;

g) Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training;

h) Activities sponsored by Provider including social or recreational programs; and

i) Any other term, condition or privilege of employment.

(2) Provider agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq., as amended (hereinafter referred to as the "Act").

(3) In the event of Provider's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be prescribed by the Deputy Assistant Secretary for Federal Compliance Programs, provided by or through the contracting officer. Such notices shall state Provider's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. Provider must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., Provider may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

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(5) Provider will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Provider is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

(6) Provider will include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted or amended by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each Sub-provider or vendor. Provider will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(f) **Fair Housing.** Provider will comply with all federal Fair Housing laws and will take such action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence. In addition, Provider will not engage in the following:

(1) Make, print or publish any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, sex, national origin, religion, disability or familial status;

(2) Maintain, implement, effectuate or countenance, directly or indirectly, any policy or practice which makes any distinction, discrimination or restriction on the basis of race, color, sex, national origin, religion, familial status or disability;

(3) Intimidate, coerce, threaten or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged, any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act; and

(4) Refrain from committing any act of discrimination against any person in violation of the Fair Housing Act.

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7.2 **Local.**

(a) **Neighborhood Benefit Strategy - Chapter 17-900.**

(1) Provider shall comply with the requirements of Philadelphia Code Chapter 17-900, if applicable, in accordance with its terms, and shall ensure compliance with Chapter 17-900 in all subcontracts. Specific activities covered by Chapter 17-900 include, but are not limited to, construction, reconstruction, conversion or rehabilitation of housing and other buildings or improvements and related activities such as planning, architectural services, consultation, maintenance, repair and accounting. Pursuant to Chapter 17-900, Provider shall, to the greatest extent feasible, provide opportunities for training and employment to persons of low and very low income residing in the housing or community development project area; and Provider shall, to the greatest extent feasible, award contracts for work to be performed hereunder to business concerns owned in substantial part by persons of low and very low income residing in the housing or community development project area, or providing substantial employment to such persons or committing to subcontract a substantial percentage of any subcontracts to businesses which are substantially owned by or which substantially employ such persons. The housing or community development project area shall be defined as: 1) the immediate zip code of the project; 2) the adjacent zip code(s) of the project; or 3) the larger Philadelphia County area, in that order of priority, or as otherwise defined by the City.

(2) In furtherance of Chapter 17-900, Provider shall submit a Neighborhood Benefit Strategy to the City which shall describe the efforts that will be undertaken in order to meet the training, employment and contracting goals of Chapter 17-900. The Neighborhood Benefit Strategy shall include, but not necessarily be limited to, the following elements:

a) A projection of the specific goals for the employment of low income project area residents, a list of the approximate number of contracts or subcontracts to be let to low income project area businesses and their dollar value, and a list of materials and supplies anticipated to be purchased from low income project area businesses; and

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b) A description of efforts that the developer has made to identify and contract with low income project area businesses either as prime contractors or subcontractors on the project; and

c) Where low income project area businesses are available for a specific construction or construction-related project but will not be used, an explanation of the reason or reasons why these businesses are not being employed.

ARTICLE VIII: CERTIFICATION OF RESTRICTIONS ON LOBBYING

8.1 **Government-Wide Restrictions on Lobbying.**

(a) In compliance with the provisions of 31 U.S.C. § 1352 and 24 C.F.R. Part 87, which are incorporated herein by reference as though fully set forth herein, the Provider shall complete and submit the "Certification of Restrictions on Lobbying," which is an Exhibit to this Contract, and, if required, shall also complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," for itself, its assigns and successors in interest.

(b) Provider shall require that the language of the Certification, with a copy of Standard Form-LLL, be included without modification in all lower tier subcontracts, and that all Sub-providers shall certify and disclose accordingly.

(c) Provider shall provide immediate written notice to the City if Provider learns that its certification or that of a Sub-provider was erroneous when submitted or has become erroneous because of changed circumstances. Provider shall require the same notification from its Sub-providers.

(d) The Certification is a material part of this Contract, and failure to comply shall entitle the City to declare Provider in default and to exercise all rights and remedies available in law and equity, including, but not limited to, the withholding of payments and termination of this Contract forthwith.

(e) Provider shall execute and return to the City with the executed original of this Contract, the Certification, and, if required, the Standard Form-LLL, both of which are attached to this Contract and made a part hereof. Failure to file the required Certification, and, if required, the Standard Form-LLL, shall result in the imposition of a civil penalty in the amounts established by 31 U.S.C. § 1352.

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PA-7

TAX STATUS VERIFICATION

I/ We, the undersigned person(s), being duly authorized by the below listed Organization,

ICF Incorporated, LLC — Name of Organization

52-0893615 — Federal EIN or Tax Identification Number

hereby verify(ies) that the Organization is seeking a contract with the City of Philadelphia, through its Division of Housing and Community Development ("DHCD") or through its Commerce Department ("Commerce"), or from a delegate agency of DHCD or Commerce, and provide the following information:

1. Is your Organization late or out of compliance with any required filings and payments pertaining to Federal, State and/or City wage taxes, including any required filings and payments for real estate, use and occupancy, or business taxes?

   Yes* ____ No x

2. Does your Organization owe any back taxes and/or interest and penalties to any Federal, State or City taxing authority?

   Yes* ____ No x

3. Does your Organization have any current payment agreement(s) with a Federal, State or City taxing authority for back taxes, interest and or penalties?

   Yes* ____ No x

4. If your Organization has a current payment agreement(s) with any taxing authority, is your Organization in default of any payment agreement(s)?

   Yes* ____ No x N/A ____

5. Have any tax liens been recorded against any of your Organization's assets?

   Yes* ____ No x

6. Does your Organization appear on any government debarment list?

   Yes* ____ No x

7. Is your Organization late or out of compliance with Federal filing requirements pertaining to its Tax Form 990?

   Yes* ____ No x N/A ____

***NOTE**: For each response of YES to the above seven (7) questions, you **must** provide an explanation and sufficient supporting documentation for your responses that includes, but is not limited to, copies of any and all 1) related tax notices, 2) payment agreements, 3) your organization's cancelled checks, 4) any and all correspondence from any and all taxing jurisdictions, and 5) other documentation as appropriate. This information should be sent to comm.contracts@phila.gov. **NOTE: Failure to provide this documentation in a timely manner may result in a delay in the processing of your contract.**

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PA-7

TAX STATUS VERIFICATION

If your Organization uses a Payroll Company to submit its tax filings and/or deposit payroll tax payments, please provide the following Payroll Company information:

Contact Name:
Company Name:
Address (Street):
Address (City, ZIP):
Contact Email:
Contact Phone:

ORGANIZATION INFORMATION

Type of Organization:

Non-Profit ____ For-Profit _x_

If your Organization is a For-Profit Organization, please note the applicable category:

Sole Proprietor ____ Partnership ____ Corporation ____ LLC _x_

Organization's City of Philadelphia Tax Identification Number ("PHTIN"): 0008634271

CERTIFICATION

I/we, the undersigned, do hereby certify that the statements made in the foregoing Tax Status Verification are true and correct to the best of my/our knowledge, information and belief. I/we understand that false statements made herein are subject to the penalties of the Act of December 6, 1972, P.L. 1482, No. 334, as amended, 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

Signature: Signed by: Cara Small 2FC0D20FB0B9462... Date: November 6, 2024

Name: Cara Small Title: Other - Senior Manager, Contracts

Attest

Signature: Signed by: Andrew Wilson 32FE7257975F42F... Date: November 6, 2024

Name: Andrew Wilson Title: Other - Contracts Manager

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EXHIBIT PA-8

EXECUTIVE ORDER 01-21

In accordance with Executive Order 01-21, the City established M/W/DSBE ranges relating to the participation of minority, women and disabled owned business enterprises (collectively, "M/W/DSBEs") in this Contract. Provider covenants and represents that it's subcontractors will perform services under this Contract in the estimated dollar amount(s) and percentage(s) specified. Provider may reallocate the dollar amounts and percentages identified below between M-DBE subcontractors as it deems necessary to complete the scope of work, however, commits to the minimum M/W/DBSE participation percentage of twenty-four percent (24%) of the total contract amount.

Name	MBE/WBE/DSBE	Dollar Amount/Percentage of Total Contract Amount	Type of Service
Franklin Associates LLC	M-DBE	$600,000.00/20.00%	
Dwayne Wharton & Partners, LLC	M-DBE	$90,000.00/3.00%	
The Civic Operations Group Inc.	M-DBE	$30,000.00/1.00%	

In furtherance of the participation commitments enumerated above, Provider agrees to comply with and is subject to Executive Order 01-21 and Subsection 14.3 (a) of the General Provisions to this Contract, as amended, entitled "Minority, Woman and Disabled Business Enterprise Participation; Executive Order 01-21."

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THE CITY OF PHILADELPHIA

PROFESSIONAL SERVICES CONTRACT

GENERAL PROVISIONS

FOR

GENERAL CONSULTANT SERVICES

PSC GP (GCS)
Rev. Date: July 2023

Docusign Envelope ID: DD7067EC-DC79-4071-B194-E795ECCE1AD0

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GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

1.1. **ADA** has the meaning set forth in Section 14.5 (Americans with Disabilities Act) below.

1.2. **Additional Services and Materials** has the meaning set forth in Section 3.3 (Additional Services and Materials; Change in Scope of Services) below.

1.3. **Additional Term** has the meaning set forth in Section 2.2 (Additional Terms) below.

1.4. **Amendment** means a written modification or change to any Contract Document signed by both Parties and, as to the City, approved by the Law Department.

1.5. **Applicable Law** means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth and the United States of America. Applicable Law includes, without limitation, the Charter, the Code, all public health guidance issued or promulgated by the City, and the specific laws set forth in Article XIV (Additional Representations and Covenants of Provider Relating to Certain Applicable Laws) below, each as amended from time to time.

1.6. **Applicant** means a Person who has filed an application to be awarded a Non-Competitively Bid Contract.

1.7. **Appropriated Fiscal Year** has the meaning set forth in Section 5.3 (Crossing Fiscal Years) below.

1.8. **Certification of Restrictions on Lobbying**, if required in the Contract Documents, means a certificate referenced in or made part of the Contract Documents.

1.9. **Charter** means the Philadelphia Home Rule Charter, as it may be amended from time to time.

1.10. **City** means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth, and includes its various executive and administrative departments, agencies, boards and commissions, including the Department and City Council. The City is a City of the First Class under the laws of the Commonwealth.

1.11. **City Council** means the Council of The City of Philadelphia, as described in Article II of the Charter. City Council is the legislature of the City.

1.12. **City Data** means any and all records, documents and data furnished by the City to Provider in relation to the work required under the Contract; and all deliverables, work product(s), items of work and other Materials created by Provider as part of, or to perform work required under, the Contract. "City Data" does not, however, include any information that was known to Provider, prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential; is proprietary to Provider; was generally known to the public at the time of receipt by Provider, or becomes generally known to the public through no act or omission of

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Provider; or was independently developed by Provider, unrelated to work performed for the City, and without knowledge or use of any information obtained from the City.

1.13. **Code** means The Philadelphia Code of Ordinances, as it may be amended from time to time.

1.14. **Commonwealth** means the Commonwealth of Pennsylvania.

1.15. **Consultant** has the meaning set forth in Section 17-1401 of the Code.

1.16. **Contract** means the agreement of the Parties evidenced by the Contract Documents. References to this "Contract" shall mean this Contract as the same may be in effect at the time such reference becomes operative.

1.17. **Contract Cost Principles** means the "City of Philadelphia Contract Cost Principles and Guidelines," as amended from time to time. This document specifies the Department's guidelines for the qualitative and quantitative evaluation of contract services and materials, the determination of allowable costs, and the standards to determine the allowability of individual cost items. Copies are available from the Department upon request.

1.18. **Contract Documents** means these General Provisions, the Provider Agreement, and any and all other documents or exhibits incorporated by reference in either the General Provisions or the Provider Agreement, and any and all Amendments to any of these documents.

1.19. **Contributions** has the meaning set forth in the Pennsylvania Election Code (25 P.S. § 3241).

1.20. **Department** means the department, board, commission or agency of the City of Philadelphia defined as the Department in the introductory paragraph of the Provider Agreement.

1.21. **Event of Default** means an event defined and identified in or pursuant to Section 11.1 (Events of Default) below.

1.22. **Event of Insolvency** means (a) the filing of a voluntary petition by or for Provider under the Federal Bankruptcy Code or any similar state or federal law; (b) the filing of an involuntary petition against Provider under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; (c) Provider's making of an assignment for the benefit of creditors; (d) the appointment of a receiver for Provider or for the property or assets of Provider, if such appointment is not vacated within forty-five (45) days thereafter; (e) Provider's participation as a bankrupt, insolvent, or party in liquidation in any other proceeding under any bankruptcy or insolvency law or liquidation law, voluntary or otherwise; (f) Provider's inability to pay its obligations as they mature; or (g) Provider's insolvency as otherwise defined under any Applicable Law.

1.23. **Fiscal Year** means the fiscal year of the City, which starts on July 1 of the preceding calendar year and expires on the following June 30.

1.24. **General Provisions** means this document, entitled "The City of Philadelphia Professional Services Contract General Provisions for General Consultant Services," which contains the standard provisions required by the City in its consultant professional services contracts, and all exhibits or documents identified or incorporated in these General Provisions, as it or they may be amended from time to time.

1.25. **Initial Term** has the meaning set forth in Section 2.1 (Initial Term) below.

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1.26. **Interpretation; Number; Gender.** The words "herein," "hereof," "hereunder" and other words of similar import refer to this Contract as a whole, including all of the Contract Documents, and not to any particular article, section, subsection or clause contained in the Contract Documents. Unless the context requires otherwise, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

1.27. **Materials** means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, and other data, computer tapes, computer software, and other tangible work product or materials prepared, developed or obtained by Provider in connection with the Services, directly or through a Subcontractor, and supplied to the City or at the City's direction pursuant to this Contract.

1.28. **Non-Competitively Bid Contract** has the meaning set forth in Section 17-1401 of the Code.

1.29. **Party** means either the City or Provider; "Parties" means the City and Provider.

1.30. **Person** means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

1.31. **Provider** means the Party providing Services and Materials to or at the direction of the City under the Contract.

1.32. **Provider Agreement** means the instrument by that name, part of the Contract Documents, which sets forth terms, covenants and conditions specific to Provider's initial engagement.

1.33. **Responsible Official** means the director, commissioner or other head of the Department.

1.34. **Scope of Services** means the portion(s) of the Contract Documents, typically attached as an exhibit or as exhibits, setting forth the Services to be rendered and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are to be provided, and other requirements Provider must satisfy in rendering the Services and providing the Materials.

1.35. **Services** means the work to be performed under this Contract as specified in the Contract Documents.

1.36. **Subcontract** means a contract made between Provider and a Subcontractor providing for the completion of some part or parts of the Services or Materials by a Subcontractor.

1.37. **Subcontractor** means a Person performing under a contract with Provider some part of the Services or Materials.

1.38. **Suspension Notice** means notice of full or partial suspension of the Contract served by the City on Provider pursuant to Section 13.1 (Termination or Suspension for Any Reason) below.

1.39. **Suspension Period** has the meaning set forth in Section 13.4 (Suspension) below.

1.40. **Term** means the Initial Term and any Additional Term.

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1.41. **Termination Notice** means notice of full or partial termination of the Contract served by the City on Provider pursuant to Section 13.1 (Termination or Suspension for Any Reason) below.

ARTICLE II: TERM

2.1. **Initial Term.** The initial term ("Initial Term") of this Contract is set forth in Section 2.1 of the Provider Agreement. The Initial Term cannot exceed one (1) year without authorization by ordinance of City Council.

2.2. **Additional Terms.**

(a) The City may, at its sole option, amend this Contract to add one (1) or more terms (each an "Additional Term"), such that the Initial Term and all Additional Terms combined do not exceed five (5) years, unless otherwise expressly set forth in the Provider Agreement. No Additional Term can exceed one (1) year without authorization by ordinance of City Council. The City is expected to give Provider thirty (30) days' written notice of its intent to amend this Contract to add an Additional Term prior to each Additional Term.

(b) In addition, the City may amend the Contract to add one or more Additional Terms to maintain necessary Services and Materials for the City pending the procurement process for a new contract for additional services and materials or solely to complete existing work.

(c) There shall be no liability or penalty to the City for electing not to amend the term of this Contract to add one or more Additional Terms.

(d) At the City's request, Provider shall promptly execute a Contract Document providing for an Additional Term. Unless otherwise stated in the Provider Agreement or in any Amendment, the same terms and conditions applicable in the Contract Documents prior to the Amendment shall apply in each Additional Term.

(e) Each Additional Term shall be subject to the availability of funds appropriated by City Council for such Additional Term. Each Amendment for an Additional Term of this Contract is a separate contract between the City and Provider.

ARTICLE III: PROVIDER'S DUTIES AND COVENANTS

3.1. **Performance Requirements.** Provider shall provide all Services and Materials in accordance with this Contract and applicable professional standards. All payments to Provider are contingent upon satisfactory performance of the terms and conditions set forth in this Contract, as determined in the sole discretion of the Responsible Official.

3.2. **Compliance with Applicable Law.** Provider shall comply with the requirements of all Applicable Law with respect to Provider's activities, Services, Materials and facilities used in connection with any aspect of this Contract. Provider shall inform the Responsible Official, in writing, of any notices of violations of any Applicable Law within forty-eight (48) hours of Provider's receipt thereof and shall correct any violations within the time prescribed by law, or immediately in the case of any emergency.

3.3. **Additional Services and Materials; Change in Scope of Services.** At any time during the Term of this Contract, the City may, by written change order or request delivered by notice to Provider, make changes to the Scope of Services under this Contract, and the Parties will, if appropriate, negotiate an adjustment in compensation, subject to the availability of funds

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appropriated by City Council, if necessary. Provider shall not commence to perform or provide, and the City shall not pay for, any services or materials not included in this Contract (the "Additional Services and Materials") unless and until Provider receives written pre-authorization (by change order or other request) from the Responsible Official that specifies the Additional Services and Materials to be provided. In no event shall the rates charged by Provider for said Additional Services and Materials exceed the lowest of (a) Provider's then current standard rates for such Services or Materials; (b) such rates as the City and Provider may have negotiated for this Contract, as set forth in the Contract Documents; or (c) the lowest rate or rates that Provider may then be charging to other purchasers of like services and materials. If Provider requests changes to the Scope of Services, Provider must demonstrate to the satisfaction of the City, in its sole discretion, that the changes are necessary and not due to the acts or omissions of Provider. The City shall pay Provider additional compensation above the limit set forth in the Provider Agreement only if and when an Amendment to this Contract is duly executed by the Parties. The City shall have no responsibility or liability whatsoever for any fee, or for costs incurred by Provider for any services, materials or other costs or expenses, other than the Services and Materials and any duly approved Additional Services and Materials.

3.4. **Responsibility.**

(a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, without additional compensation, correct any errors, defects, deficiencies or omissions in Provider's Materials and Services.

(b) The City's review, approval or acceptance of, or payment for, any of the Materials and Services required under this Contract shall not constitute any representation, warranty, or guaranty by the City as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the City's rights or privileges under this Contract or of any cause of action arising out of the performance of this Contract. No Person shall have any right to rely in any way on the City's review, approval or acceptance of Provider's Services or Materials. Provider shall be and remain liable in accordance with this Contract and Applicable Law for all damages to the City caused by Provider or the Services or Materials provided by Provider. Review, approval or acceptance by the City or the Responsible Official under this Contract shall not constitute approval otherwise required by any City department, board, commission or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority or police powers under Applicable Law.

(c) Without limiting Provider's responsibility as set forth above, if any act or omission of Provider or error or deficiency or omission in the Services or Materials provided by Provider requires any change in the Scope of Services or any portion thereof, Provider shall promptly complete such change at no additional cost to the City.

3.5. **Relationship with the City.** Neither Provider's personnel nor any Subcontractor personnel shall be employees of the City. Provider shall notify the City of any Provider personnel or any Subcontractor personnel who have any employment or other contractual relationship or agency relationship with the City.

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3.6. **Time Frame for Submissions.** Provider shall perform any and all Services and shall submit any and all Materials required by this Contract within the time frames set forth in the Scope of Services attached as an exhibit to the Provider Agreement or as mutually agreed upon in writing by the City and Provider. Absent any such written time frames, Provider shall perform its obligations under this Contract diligently and promptly and before the scheduled expiration of the Term.

3.7. **Prompt Payment by Provider.** Provider shall pay promptly all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract, including, without limitation, Subcontractors and suppliers. Provider will pay Subcontractors within the time period required under Section 14.3 (Executive Order 01-21: Minority, Woman and Disabled Business Enterprise Participation) below, to the extent it applies. Provider shall provide, upon request of the City, reasonable evidence that these Persons have been fully and timely paid.

3.8. **Sales and Use Tax.** The City is not subject to federal, state or local sales or use taxes or federal excise tax. Provider hereby assigns to the City all of its right to and title and interest in any sales or use tax that may be refunded as a result of any materials, including any Materials, purchased or services, including any Services, rendered in connection with this Contract. Unless directed otherwise by the City, Provider shall not file a claim for any sales or use tax refund subject to this assignment. Provider authorizes the City, in its own name or the name of Provider, to file a claim for a refund of any sales or use tax subject to this assignment.

3.9. **Subcontracts.**

(a) Provider shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, in whole or in part, without on each occasion first obtaining the written consent of the Responsible Official.

(b) Provider shall submit to the Responsible Official copies of all proposed Subcontract(s) to be entered into by Provider, along with Provider's written request for the City's consent. All such Subcontracts must specify, effective on the date of the Subcontract, that:

(1) Work performed by Subcontractor shall be in conformity with the terms of this Contract.

(2) Nothing contained in such Subcontract shall be construed to impair the rights of the City under this Contract.

(3) The City's consent to or approval of any Subcontract shall not create any obligation of the City to any Subcontractor.

(4) Nothing contained in such Subcontract, or under this Contract, shall create any obligation of the City to any Subcontractor.

(5) The City is expressly designated a third-party beneficiary of the Subcontract.

(6) Upon request by the City, at the City's sole option, and upon receipt of written notice from the City stating that this Contract between the City and Provider has been terminated, Subcontractor shall continue to perform its obligations under the Subcontract for the benefit of the City in conformity with the terms and conditions of this Contract, provided the City pays Subcontractor for the Services rendered and Materials provided by Subcontractor from and after the date of the termination of this Contract between the City and Provider at the same rate or in

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the same amount as set forth in the Subcontract for those Services and Materials provided by Subcontractor after such date of termination.

(7) Subcontractor shall be bound by the same terms, covenants and conditions as Provider under this Contract, including, without limitation, confidentiality, maintenance and preservation of records, and audit by government representatives.

(8) Subcontractor presently, fully and unconditionally assigns, transfers and sets over to the City all of Subcontractor's right to and title and interest in any sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the Subcontract or this Contract, and otherwise has all obligations to the City that Provider has pursuant to Section 3.8 (Sales and Use Tax) above.

(9) Subcontractor shall not be indebted to the City and shall have all obligations to the City that Provider has pursuant to Subsection 4.1(f) (No Indebtedness to the City) and Subsection 4.1(g) (Commercial Activity License) below.

(10) Subcontractor shall comply with Chapter 17-400 (Payment or Reimbursement of Employee Expenses Associated with the Use of Exclusionary Private Organizations) of the Code and shall have all obligations to the City and to Provider that Provider has pursuant to Section 14.2 (Chapter 17-400 of The Philadelphia Code: Exclusionary Private Organizations) below.

(11) Subcontractor shall comply with Section 17-104 (Prerequisites to the Execution of City Contracts) of the Code and shall have all obligations to the City that Provider has pursuant to Sections 14.6 (Northern Ireland) and 14.8 (Business, Corporate and Slavery Era Insurance Disclosure) below.

(12) Subcontractor shall comply with Chapter 17-1300 (Philadelphia 21st Century Minimum Wage and Benefits Standard) of the Code to the extent it is applicable to a Subcontractor that is also a Service Contractor (as defined in Chapter 17-1300) providing Services under the Subcontract, and to subcontractors at any tier that are also Service Contractors providing Services under this Contract. Provider shall notify its Subcontractors of these provisions; shall expressly incorporate this paragraph and Section 14.10 (Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard) below, with appropriate adjustments for the identity of the parties, in each Subcontract; and shall require its Subcontractors to include such terms in any lower-tier subcontract that is, or may become, covered by Chapter 17-1300.

(13) Subcontractor is and shall remain eligible for contracts with the City subject to Chapter 17-1400 (Non-Competitively Bid Contracts; Financial Assistance) of the Code, and shall have all obligations to Provider that Provider has to the City pursuant to Section 14.11(Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures) below.

(c) No Subcontract shall relieve Provider of any obligation under this Contract. Provider shall be as fully responsible for the acts and omissions of its Subcontractors and Persons either directly or indirectly employed or retained by them as it is for the acts and omissions of Provider and Persons directly or indirectly employed or retained by Provider.

(d) Any purported Subcontract made in violation of this Section 3.9 or of any other section in this Contract shall be null and voidable, at the City's option, and Provider shall itself be deemed to have made the commitments required of that Subcontractor under Section 3.9(b) hereof.

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(e) City-Related Agencies. If Provider is a City-Related Agency, as defined in Section 17-1401 of the Code, then:

(1) Provider shall abide by the provisions of Chapter 17-1400 (Non-Competitively Bid Contracts; Financial Assistance) of the Code in awarding any subcontract(s) pursuant to this Contract as though such subcontracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Section 17-1406(8) shall apply to Provider as if Provider were listed in that subsection.

(2) Unless approved by the City to the contrary, any approvals required by Chapter 17-1400 of the Code to be performed by the City Solicitor shall be performed by Provider's General Counsel; any approvals required to be performed by the Director of Finance shall be performed by Provider's Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by Provider's Executive Director.

ARTICLE IV: PROVIDER'S REPRESENTATIONS AND WARRANTIES

4.1. **Provider's Representations and Warranties.** Provider makes the following representations and warranties upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract, including, but not limited to, those set forth in this Article IV. The representations and warranties stated below shall continue throughout the Term of this Contract. In the event any representation or warranty is or becomes untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation or warranty is untrue or inaccurate. ***False statements to the City in or in connection with this Contract, in or pursuant to any representation or warranty made in this Article IV or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.***

(a) Good Standing. If Provider is not an individual, Provider is a business corporation, limited liability company, partnership, limited partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. Provider is duly licensed, qualified and in good standing in the Commonwealth and in all jurisdictions in which it conducts business activities relating in any way to the performance of the Services and delivery of the Materials under this Contract, including, but not limited to, the jurisdiction in which Provider is organized. If Provider is a not-for-profit corporation or otherwise an entity determined to be tax-exempt pursuant to Section 501(c) of the Internal Revenue Code by the Internal Revenue Service, then Provider has procured, and shall maintain in full force and effect, all consents and approvals necessary in connection with such tax-exempt and non-profit status.

(b) Authority to Act. Provider has full legal power and authority to execute and deliver this Contract, and provide the Services and Materials as set forth herein. Provider has duly authorized by all necessary actions the execution and delivery of this Contract on behalf of Provider by the individual or individuals signing the Provider Agreement or any Amendment. This Contract is the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with the terms set forth herein. The execution and delivery of this Contract by Provider will not result in a default under or a breach or violation of (1) Provider's certificate or articles of incorporation or bylaws, partnership agreement, limited liability company operating agreement or other pertinent organizational documents, as applicable; (2) any Applicable Law or any judgment, decree order, license, permit or other instrument or obligation to which Provider is now a party or

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by which Provider may be bound or affected; and (3) Provider's tax-exempt status, if applicable. No further consent, approval or authorization is required of any regulatory authority or governmental agency, or of any shareholder, partner, member, manager or other party related to Provider.

(c) No Litigation Preventing Performance. There is no litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or other proceeding pending or threatened against Provider, its properties or business or any individuals acting on Provider's behalf, including, without limitation, Subcontractors, in which any Person seeks to enjoin or prohibit Provider from entering into or performing its obligations under this Contract.

(d) Requisite Licensure and Qualifications. Provider and all Persons acting on Provider's behalf, including, without limitation, Subcontractors, in connection with the Services and Materials under this Contract, possess and, at all times during the Term of this Contract, shall possess all licenses, certifications, qualifications or other credentials required in accordance with Applicable Law and the terms of this Contract, to perform the Services and provide the Materials. Provider shall provide the City with copies of all licenses, credentials and certifications required under this Section 4.1 within five (5) days of request by the City.

(e) No Adverse Interests. Except as disclosed in writing and approved in advance by the Responsible Official, neither Provider nor any of its directors, officers, members, partners or employees, has any interest, or will acquire any interest, directly or indirectly, that would or may conflict in any manner or degree with the performance or rendering of the Services and Materials.

(f) No Indebtedness to the City. Provider and any and all entities controlling Provider, under common control with Provider or controlled by Provider are not currently indebted to the City, and will not at any time during the Term of this Contract (including any Additional Term(s)) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Provider shall remain current during the Term of this Contract under all such agreements and payment plans and shall inform the Responsible Official in writing of Provider's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this representation, warranty, and covenant may, at the option of the City, result in the withholding of payments otherwise due to Provider under this Contract or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination), or both.

(g) Commercial Activity License. If Provider is a "business" as defined in Section 19-2601 of the Code, Provider has and shall maintain during the Term of this Contract, a valid, current Commercial Activity License, issued by the City's Department of Licenses and Inspections, to do business in the City.

(h) Non-Suspension; Debarment. Provider and all individuals acting on Provider's behalf, including, without limitation, Subcontractors, are not under suspension or debarment from

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doing business with the Commonwealth, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Provider cannot so warrant, then Provider shall submit to the Responsible Official a full, complete written explanation as to why Provider cannot so warrant. Provider shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Provider's compliance with the terms of this or any other contract between Provider and the City which results in the suspension or debarment of Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Provider shall not be responsible for costs of investigations that do not result in the suspension or debarment of Provider or a Subcontractor.

(i) Additional Representations and Warranties. The enumeration of representations and warranties in this Article IV does not negate or limit Provider's other representations, warranties, and covenants under the Contract, including elsewhere in the General Provisions.

ARTICLE V: COMPENSATION

5.1. **Certification of Available Funds.** Provider acknowledges that payments under this Contract, and the City's obligation to make such payments, shall not exceed the amount certified by or on behalf of the City's Director of Finance as available for this Contract. A copy of the form signed by the Office of the Director of Finance showing the amount of currently available funds will be attached to the fully executed Contract returned to Provider. During the Initial Term and any Additional Term(s) of this Contract, the City reserves the right to fund any remaining balance of this Contract amount in varying amounts from time to time as funds become available, not to exceed in total the maximum amount stated in this Contract. Provider agrees that the City shall not be obligated to fund this Contract except out of funds certified by or on behalf of the City's Director of Finance as currently available, even if those funds are less than the maximum amount stated in this Contract. If sufficient funds are not certified as available at any time, the City may exercise its options described in Section 5.2 (Unavailability of Funds) below.

5.2. **Unavailability of Funds.** If funding for this Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services performed and Materials delivered under this Contract, the City may exercise one of the following options without liability or penalty to the City:

(a) Terminate this Contract effective upon a date specified in a Termination Notice; or

(b) Continue this Contract by reducing, through written notice to Provider, the amount of this Contract and Services and Materials, consistent with the nature, amount and circumstances of available funding.

The City's exercise of either option under this Section 5.2 shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services or Materials. Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to such termination or modification of this Contract under this Section 5.2.

5.3. **Crossing Fiscal Years.** If any portion of the compensation set forth in this Contract is to be paid in any City fiscal year following the fiscal year in which the Initial Term or any Additional Term of this Contract commences (in either case, "Appropriated Fiscal Year"),

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Provider understands and agrees that the portion of the compensation under this Contract payable with City funds for any period following the Appropriated Fiscal Year is subject to the discretion of City Council as to future appropriations. If, for any reason, funds for any such portion of the compensation are not appropriated by City Council in any Fiscal Year following the Appropriated Fiscal Year, this Contract and the City's liability under this Contract shall automatically terminate at the end of the then current Appropriated Fiscal Year; provided, however, that Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to the end of the then current Appropriated Fiscal Year, subject to the other provisions of this Article V.

5.4. **Allowability of Cost Items.** All payments by the City under this Contract are subject to the limitations on the allowability of cost items imposed by the Contract Cost Principles.

ARTICLE VI: AUDITS; INSPECTION RIGHTS; RECORDS

6.1. **City Audit.** From time to time during the Term, and for a period of five (5) years after the expiration or termination of this Contract, the City may audit any and all aspects of Provider's performance under this Contract, including, but not limited to, its billings and invoices. Audits may be conducted by representatives, agents or contractors of the City, including the Department, or other authorized City representatives, including, without limitation, the City Controller. If requested by the City, Provider shall submit to the City all vouchers or invoices presented for payment pursuant to this Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by the City.

6.2. **Inspection.** All Services and Materials shall be subject to inspection and review by City, state and federal representatives, as may be applicable, or their designees, at the offices of Provider in the City, or in another location with the City's consent. Provider shall cooperate with all City, state and federal inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Provider's Services and Materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, and meetings with any of Provider's staff members who are either directly or indirectly involved in providing Services or Materials.

6.3. **Availability of Records.** Provider shall make available, in the City at reasonable times during the Term of this Contract and for the period set forth in Section 6.4 (Retention of Records) below, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any authorized representative (including any agent or contractor and the City Controller) of the City, the Commonwealth of Pennsylvania Auditor General, and any other federal and state auditors, as may be applicable.

6.4. **Retention of Records.** Provider shall retain all records, books of account and documentation pertaining to this Contract for the period set forth in Section 6.1 (City Audit) above. If any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

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6.5. **Audits Pursuant to Section 6-400 of the Home Rule Charter.** Any Provider that is an Agency, as defined in Section 6-400 (Auditing Department) of the Charter, shall permit the City Controller to audit its affairs as authorized in Section 6-400 during the Initial Term or any Additional Term. Under Section 6-400, an Agency is any entity that a) receives funds from the City; and either b) is created by, or whose board of directors is in whole or part appointed by, one or more City officials or bodies, or c) is organized pursuant to legal authority granted to it by City ordinance.

ARTICLE VII: ASSIGNMENT

7.1. **Assignment by Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without obtaining the prior written consent of the Responsible Official. The decision whether to consent to an assignment, the timing of consent, if any, and conditions to such consent, if any, shall each be in the City's sole discretion. In the event Provider desires to assign payments under the Contract to a third party pursuant to a secured interest under the Uniform Commercial Code, the City must receive written statutory notice of the assignment which will remain in effect until the City receives written notice by Provider's assignee that the payment assignment has been released. Provider agrees to cooperate with the City in effectuating the direction of its payments to a third party which will include Provider's execution of a release in favor of the City in the form of a "Payment Directive." Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the terms and conditions of this Contract. Any purported assignment in violation of this Section shall be void and of no effect. The City's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the City to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 7.1, an assignment includes the acquisition of Provider, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of this Contract or Provider in any bankruptcy or other insolvency proceeding.

7.2. **Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee of or for Provider in any federal or state bankruptcy, insolvency or other proceedings concerning Provider shall comply with the requirements set forth in Section 7.1 (Assignment by Provider) above.

7.3. **Personal Services.** Provider acknowledges that the Services and Materials are the personal services of Provider and the City shall have no obligation to accept performance by a third party without the Responsible Official's prior and express written consent.

ARTICLE VIII: INDEPENDENT CONTRACTOR; INDEMNIFICATION; LITIGATION COOPERATION

8.1. **Independent Contractor.** Provider is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Provider nor its agents, employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

8.2. **Indemnification.** Provider shall indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all losses, costs (including, but not limited

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to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, loss of data, data security breach, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

8.3. **Litigation Cooperation.** If, at any time, the City becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the City pursuant to the provisions of Section 8.2 (Indemnification) above, Provider agrees to provide such services and to cooperate with the City in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above.

8.4. **Notice of Claims.** If Provider receives notice of a legal claim against it in connection with this Contract, Provider shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to the Responsible Official.

ARTICLE IX: INSURANCE

9.1. **Insurance Policies.** Unless otherwise approved by the City's Risk Management Division in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, or such greater amounts or additional coverages set forth elsewhere in the Contract, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days' prior written notice to be given to the City in the event coverage is materially changed, cancelled or non-renewed. The City, its officers, employees and agents, shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

(a) Workers' Compensation and Employers' Liability:

(1) Workers' Compensation: Statutory Limits.

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(2) Employers' Liability: $100,000 Each Accident - Bodily Injury by Accident; $100,000 Each Employee - Bodily Injury by Disease; and $500,000 Policy Limit - Bodily Injury by Disease.

(3) Other states' insurance including Pennsylvania.

(b) General Liability Insurance:

(1) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $1,000,000 advertising injury; $2,000,000 general aggregate and $1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as insureds; cross liability; and broad form property damage (including completed operations).

(c) Automobile Liability Insurance:

(1) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Owned, non-owned and hired vehicles.

(d) Professional Liability Insurance:

(1) Limit of Liability: $1,000,000 with a deductible not to exceed $50,000.

(2) Coverage: Errors and omissions including liability assumed under Contract.

(3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

9.2. **Self-Insurance.** Provider may self-insure any of the coverages required under this Contract only with the prior written approval of the Responsible Official and the City's Risk Manager. If Provider wants to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City's Risk Management Division, prior to Provider's commencement of Services or delivery of any Materials hereunder, a certified copy of Provider's most recent audited financial statement and such other evidence of its qualifications to act as self-insurer (e.g., state approval) as the Responsible Official or the City's Risk Manager may request. If the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth or otherwise acceptable to the City. If at the time of commencement of any Term of this Contract, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Contract by Provider to the City, or to limit

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Provider's liability under this Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

9.3. **Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Manager at the following address:

The City of Philadelphia
Office of the Director of Finance
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1705)

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work begins and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days' written notice to Provider.

9.4. **Fidelity Bond; Crime Insurance.** When required elsewhere in the Contract Documents, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars ($10,000) or (b) the amount specified elsewhere in the Contract Documents, covering Provider's employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) $10,000 or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the requirements of Section 9.3 (Evidence of Insurance Coverage) above.

ARTICLE X: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION; CONFIDENTIALITY

10.1. **Ownership of Materials.**

(a) Subject to Applicable Law, all Materials shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a "compilation" as that term is used in 17 U.S.C. § 101, as amended from time to time, the City and Provider agree that such copyrightable work(s) shall be considered as one or more "works made for hire" by Provider for the City, as that term is used in 17 U.S.C. §§ 101 and 201(b), as amended from time to time. To the extent that any Materials relating to this

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Contract developed by or for Provider embody one or more copyrightable works but are neither a "compilation" nor any other form of "work made for hire," Provider hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear the following designation: "© ___ The City of Philadelphia" [complete then current year in blank line].

(b) Provider shall make available to the City, upon the City's request, a copy of any Materials prepared by or for Provider in performance of this Contract, at no cost to the City.

(c) All computer programs, tapes and software developed under this Contract shall be compatible with specifications set by the Department.

(d) Provider hereby grants, and shall require its Subcontractors to grant, to the City a royalty-free, nonexclusive and irrevocable right to publish, translate, reproduce, deliver, perform and authorize others to do so, all studies, media, curricula, reports and other Materials not owned by the City under this Contract but which relate to the performance of the Services, Materials or this Contract; provided, however, that Provider shall not be required to grant such right to the City with respect to any Materials for which Provider would be liable to pay compensation to third parties because of such grant.

10.2. **Non-Disclosure and Destruction of Data.** Provider and its employees, agents, Subcontractors, suppliers, and any person or entity acting on its behalf (a) will maintain in strict confidence all City Data; (b) will not, without the City's written permission, issue, divulge, disclose, publish, communicate, or distribute any City Data to any person or entity except as may be strictly necessary to perform under the Contract; (c) will not, without the City's written permission, in any way use any City Data for their businesses, research, or other advantage or gain (except as may be strictly necessary to perform under the Contract), including, without limitation, any use of City Data in any presentation, demonstration, or proposal to perform work, to the City or to others, that may be conducted or created as part of their business activities or otherwise; and (d) except as required by Applicable Law, will immediately upon termination of the Contract return all City Data to the City, destroy any and all copies of any City Data that are in their possession, whether on paper or in electronic or other form and, if requested by the City in writing, will certify in writing that there has been full compliance with this Section 10.2. See also Section 14.9 (Terms and Conditions Relating to Protected Health Information).

ARTICLE XI: EVENTS OF DEFAULT

11.1. **Events of Default.** Each of the following shall be an Event of Default by Provider under this Contract:

(a) Failure by Provider to comply with any provision of this Contract.

(b) Occurrence of an Event of Insolvency with respect to Provider.

(c) Falseness or inaccuracy of any warranty or representation of Provider contained in this Contract or in any other document submitted to the City by Provider.

(d) Any act, omission, or misrepresentation which renders Provider ineligible for a City contract or renders the Contract voidable under Chapter 17-1400 of the Code.

(e) Misappropriation by Provider of any funds provided under this Contract or failure by Provider to notify the City upon discovery of any misappropriation.

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(f) A violation of law which results in a guilty plea, a plea of *nolo contendere*, or conviction of a criminal offense by Provider, its director, employee or agent (1) directly or indirectly relating to this Contract or the Services or Materials provided under this Contract, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of this Contract.

(g) Indictment of or other issuance of formal criminal charges against Provider, its director, employee or agent for any criminal offense or any other violation of Applicable Law directly relating to this Contract or Services or Materials, or which adversely affects Provider's performance of this Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred.

(h) Debarment or suspension of Provider or any agent, employee or Subcontractor of Provider under a federal, state or local law, rule or regulation.

11.2. **Notice and Cure.** The City agrees that the City will not exercise any right or remedy provided for in Section 12.1 (The City's Remedies) below because of any Event of Default unless the City shall have first given written notice of the Event of Default to Provider, and Provider, within a period of ten (10) days thereafter, or such additional cure period as the City may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from the City shall be required nor shall the City permit any period for cure if:

(a) Provider has temporarily or permanently ceased providing Services and Materials.

(b) The Event of Default creates an emergency which requires, as determined by the City in the City's sole discretion, immediate exercise of the City's rights or remedies.

(c) The City has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract.

(d) An Event of Default occurs as described in Section 11.1(e), 11.1(f) or 11.1(h) above.

(e) Provider has failed to obtain or maintain any insurance or bond required under this Contract.

Nothing contained in this Section 11.2 shall limit the City's rights under Article XII (Remedies) below.

ARTICLE XII: REMEDIES

12.1. **The City's Remedies.**

(a) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, take any or all of the following actions without further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:

(1) Perform (or cause a third party to perform) this Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by the City. Provider shall be liable to the City for all sums paid by the City and all expenses incurred by the City (or a third party) pursuant to this Section 12.1(a)(1), together with interest at the highest legal rate permitted in the Commonwealth thereon from the date the City or its agent incurs such costs. The City shall not in any event be liable for

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inconvenience, expense or other damage incurred by Provider by reason of the City's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by the City's exercise of its rights under this Section 12.1.

(2) Withhold payment of, or offset against, any funds payable to or for the benefit of Provider.

(3) Collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Provider.

(4) Exercise any other right the City has or may have at law, in equity, or under this Contract.

(b) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without waiving or releasing Provider from any of its obligations under this Contract, terminate or suspend this Contract in whole or in part, as set forth more fully in Article XIII (Termination and Suspension) below. In the event of partial termination or suspension, Provider shall continue the performance of this Contract to the extent not terminated or suspended.

(c) The Services and Materials purchased from Provider are unique and not otherwise readily available. Accordingly, Provider acknowledges that, in addition to all other remedies to which the City is entitled, the City shall have the right, to the fullest extent permitted under Applicable Law, to enforce the terms of this Contract without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of this Contract.

12.2. **Concurrent Pursuit of Remedies; No Waiver.** The City may exercise any or all remedies set forth in this Article XII, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Article XII and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

ARTICLE XIII: TERMINATION AND SUSPENSION

13.1. **Termination or Suspension for Any Reason.** In addition to its rights under Articles V (Compensation) and XII (Remedies) above, the City shall have the right to terminate this Contract or suspend Provider's performance under this Contract at any time during the Term of this Contract, in whole or in part, for any stated reason, including, without limitation, the convenience of the City. The City shall give written notice to Provider of any full or partial termination or suspension, stating the reason(s) for its action, setting forth the effective date of the termination or suspension and describing any partial termination or suspension.

13.2. **Provider's Responsibilities Upon Termination or Suspension.**

(a) Upon the City's service of a Termination Notice or a Suspension Notice under any provision of this Contract, Provider and its agents, employees and Subcontractors, shall:

(1) Take immediate action in an orderly manner to discontinue Services and Materials, and demobilize work forces to minimize the incurrence of costs; and

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(2) Upon request by the City by notice to Provider, collect, assemble and transmit to the City all Materials in such state of completion as may exist as of the effective date of the termination or suspension. All such Materials shall be clearly labeled and indexed to the satisfaction of the Responsible Official and delivered to the Responsible Official by Provider on or before the date set forth in the Termination Notice for delivery of the Materials or, if no such date is set forth in the Termination Notice, then before the effective date of termination set forth in the Termination Notice. Provider waives and releases any and all right to any retaining or charging liens or similar right or remedy in favor of Provider.

(b) The City's termination or suspension of this Contract shall not affect any obligations or liabilities of either Party accruing prior to the effective date of such termination or suspension.

(c) There shall be no liability, cost or penalty to the City for termination or suspension of this Contract.

13.3. **Payment of Provider Upon Termination or Suspension.**

(a) Upon termination or suspension of this Contract by the City for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by the City and subject to audit, as shall compensate it for the work satisfactorily performed prior to the termination date; provided, however, that:

(1) Provider is not entitled to be compensated for termination expenses or for anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services; and

(2) The City may deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such termination for an Event of Default.

(b) In the event of termination or suspension of this Contract by the City for the City's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials satisfactorily delivered prior to the date of termination. The City shall not pay Provider any amount for Provider's termination or suspension expenses or anticipated profits, unabsorbed or underabsorbed overhead or unperformed Services and Materials not satisfactorily delivered.

(c) In no event shall Provider be entitled to payment beyond the maximum amounts set forth elsewhere in the Contract.

13.4. **Suspension.**

(a) Suspension after an Event of Default, or pending investigatory or criminal proceedings concerning an event that would constitute an Event of Default if resolved contrary to the interests of Provider or a Person for which Provider may be responsible, shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of the City's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy.

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(b) Provider acknowledges that the City shall have the right, in its sole discretion, to suspend Provider's performance in the event City Council does not appropriate funds enabling payment for the performance of this Contract.

(c) If the City issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred eighty (180) days after the effective date (the "Suspension Period"). On or prior to the expiration of the Suspension Period, the City shall either terminate this Contract by giving a Termination Notice pursuant to Section 13.1 (Termination or Suspension for Any Reason) above; or issue a new Suspension Notice; or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. The City may exercise its right to amend the Contract to add an Additional Term without waiving the suspension; but in the absence of the City's notice of intent to enter into such amendment, Provider shall terminate Services and Materials at the end of the Term even if the Suspension Period has not yet expired.

(d) After issuing a Suspension Notice, the City shall pay any invoices submitted by Provider for Services rendered prior to the commencement of the Suspension Period or otherwise payable by the City to Provider under this Contract, subject to all the City's rights and remedies against Provider, including, but not limited to, its rights of set off and its right to review and accept Services and Materials prior to payment therefor.

ARTICLE XIV: ADDITIONAL REPRESENTATIONS AND COVENANTS OF PROVIDER RELATING TO CERTAIN APPLICABLE LAWS

In addition to the representations, warranties, and covenants made by Provider in Article IV (Provider's Representations and Warranties) above and elsewhere in the General Provisions and other Contract Documents, Provider further represents, warrants and covenants that, to the extent of their applicability to Provider, Provider is in compliance with the laws, ordinances, regulations and executive orders described below. By executing this Contract, Provider thereby certifies to such compliance. Provider further certifies that the representations, warranties, and covenants provided pursuant to this Article XIV shall continue to remain true throughout the Term of this Contract and for any other period of time required by such laws. ***False statements to the City in or in connection with this Contract, in or pursuant to any representation or covenant made in this Article XIV or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.*** In the event said representations, warranties, and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty, or covenant is untrue or inaccurate. The provisions of this Article XIV are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

14.1. **Non-Discrimination; Fair Practices.** In performing this Contract, Provider must comply with the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and Mayor's Executive Order No. 04-86, as they may be amended from time to time. In addition, to the extent those provisions do not explicitly prohibit or cover certain types of discriminatory conduct, in performing this Contract, Provider has broader obligation under this Contract. In connection with providing any service or fulfilling any duty under this Contract, Provider shall not discriminate or permit discrimination against any individual on the basis of actual or perceived

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race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information; domestic or sexual violence victim status; or Acquired Immune Deficiency Syndrome ("AIDS") status. In the event of any breach of this Section 14.1, the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

14.2. **Chapter 17-400 of The Philadelphia Code: Exclusionary Private Organizations.**

(a) In accordance with Chapter 17-400 of the Code, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(b) Provider agrees to cooperate with the Commission on Human Relations of the City (the "Commission") in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Code. Provider's failure to so cooperate shall constitute, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

14.3. **Executive Order 01-21: Minority, Woman and Disabled Business Enterprise Participation.** In accordance with Executive Order 01-21 (the "Antidiscrimination Policy"), the City, acting through its Office of Economic Opportunity ("OEO"), has established an antidiscrimination policy that relates to the solicitation and participation of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE"), and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") in City contracts. The purpose of this Antidiscrimination Policy is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City's procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City contracts and City Related Special Projects. Provider agrees to comply with the requirements of the Antidiscrimination Policy by exercising its Best and Good Faith Efforts to include M/W/DSBEs in its contract, and where participation ranges are established by OEO, Provider agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

(a) General Requirements. In furtherance of the purposes of the Antidiscrimination Policy, Provider agrees to the following:

(1) Provider, if it has achieved participation commitments with M/W/DSBEs, represents that it has entered into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with M/W/DSBEs as participants under this Contract for the services and in the dollar amount(s) and percentage(s) as specified in the M/W/DSBE Participation Exhibit to this Contract (the "Contract Commitment(s)").

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(2) Provider shall secure the prior written approval of the OEO before making any changes or modifications to any Contract Commitments made by Provider herein, including, without limitation, substitutions for its MBEs, WBEs and/or DSBEs, changes or reductions in the services provided by its M/W/DSBE participants, or changes or reductions in the dollar amounts and/or percentage value paid to its M/W/DSBE participants.

(3) Unless otherwise specified in a M/W/DSBE Subcontract between Provider and its M/W/DSBE participant, as described in Section 14.3(a)(1) above, Provider shall, within five (5) business days after receipt of a payment from the City for services performed under the Contract, deliver to its M/W/DSBE participant its proportionate share of such payment for services performed by the M/W/DSBE participant. In connection with payment of its M/W/DSBE participants, Provider agrees to fully comply with the City's electronic payment reporting process, the Contract Compliance Reporting System (referred to as "CCRS" or "B2G") which is an electronic payment verification system; failure to verify payment in this system may result in withholding of payments.

(4) Provider shall, in the event of an increase in units of work and/or compensation under the Contract, increase its Contract Commitment(s) with its M/W/DSBE participants proportionately, which increase shall be reflected in the M/W/DSBE Subcontract(s) described in Section 14.3(a)(1) above. OEO may from time to time request documentation from Provider evidencing compliance with this provision.

(5) Provider shall submit, within the time frames prescribed by the City, any and all documentation the City may request, including, but not limited to, copies of M/W/DSBE Subcontracts, participation summary reports, M/W/DSBE participant invoices, telephone logs and correspondence with M/W/DSBE participants, cancelled checks and certification of payments. Provider shall maintain all documentation related to this Section 14.3 for a period of five (5) years from the date of Provider's receipt of final payment under the Contract.

(6) Provider agrees that the City may, in its sole discretion, conduct periodic reviews to monitor Provider's compliance with the terms of this Antidiscrimination Policy.

(7) Provider agrees that in the event the City determines that Provider has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

(A) Debar Provider from proposing on and/or participating in any future contracts for a maximum period of three (3) years.

(B) Withhold payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall, which amount shall be collected and considered not as a penalty, but as liquidated damages for Provider's failure to comply with the Contract.

(8) No privity of contract exists between the City and any M/W/DSBE participant identified herein and the City does not intend to give or confer upon any such M/W/DSBE participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to the Antidiscrimination Policy or by reason of this Contract except such rights or remedies that

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the M/W/DSBE participant may seek as a private cause of action under any legally binding contract to which it may be a party. The remedies enumerated above are for the sole benefit of the City and the City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with this Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE participants.

(b) Special Requirements Applicable to Non-Profit Providers. In the event Provider is a non-profit, the Contract may not be subject to M/W/DSBE participation ranges, but Provider shall demonstrate its compliance with the Antidiscrimination Policy by providing annually to OEO the following information:

(1) A statement identifying the race, gender, disability status and ethnic composition of its workforce and board of directors;

(2) A list of the non-profit's five highest dollar value M/W/DSBE suppliers of products and services; and

(3) The non-profit's written "equal opportunity statement," an assurance of the non-profit's efforts to maintain a diverse workforce and board of directors and operate a fair and effective supplier diversity program.

(c) Criminal Liability for Fraudulent or False Statements. Provider hereby verifies that all information submitted to the City in connection with the Antidiscrimination Policy is true and correct and is notified that the submission of false information is subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities, which may include payment of a fine of at least $1,000 and a term of imprisonment of not more than two (2) years. Provider also acknowledges that under 18 Pa.C.S. § 4107.2(a)(4), it is a felony in the third degree, punishable by a term of imprisonment of not more than seven (7) years in addition to the payment of any fines or restitution, if, under this Contract, Provider fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

14.4. **Federal Laws.** Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

14.5. **Americans with Disabilities Act.** Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213) (the "ADA"), and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Contract; (c) to the City or the Commonwealth; (d) to the benefits, services, activities, facilities and programs of the City or the Commonwealth; and (e) if any funds under this Contract are provided by the federal government, to federal funds, benefits, services, activities, facilities and programs applicable to this Contract. Without limiting the applicability of the preceding sentence,

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Provider shall comply with the "General Prohibitions Against Discrimination" (28 C.F.R. Part 35.130), and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

14.6. **Northern Ireland.**

(a) In accordance with Section 17-104 of the Code, Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) (1) confirms that it does not have, and agrees that it will not have at any time during the Term of this Contract, any investments, licenses, franchises, management agreements or operations in Northern Ireland; and (2) agrees that no product to be provided to the City under this Contract will originate in Northern Ireland, unless Provider has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of this Contract, Provider agrees that it will not use any suppliers, Subcontractors or subconsultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland; or (2) who will provide products originating in Northern Ireland unless said supplier, Subcontractor or subconsultant has implemented the fair employment principles embodied in the MacBride Principles.

(c) Provider agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of the Code. Provider expressly understands and agrees that any false certification or representation in connection with this Section 14.6 and any failure to comply with the provisions of this Section 14.6 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law (including, but not limited to, Section 17-104 of the Code) or in equity.

14.7. **Limited English Proficiency.** Provider understands and agrees that no individual who is limited in English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all provisions of Title VI of the Civil Rights Act of 1964, Executive Order No. 12250 of the President of the United States, Mayor's Executive Order No. 04-01, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, services, activities and programs provided in connection with this Contract; (c) to the City, or the Commonwealth; and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Provider shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors. If Provider will have any public-facing interactions under this Contract, Provider agrees to complete, on a yearly basis, the Annual Report Worksheet for Contractors and Grantees, to be provided by the Department.

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14.8. **Business, Corporate and Slavery Era Insurance Disclosure.**

(a) In accordance with Section 17-104(2) of the Code, Provider shall complete an affidavit certifying and representing that Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) has searched any and all records of Provider or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

(b) Provider expressly understands and agrees that any false certification or representation in connection with this Section 14.8 and/or any failure to comply with the provisions of this Section 14.8 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law, including, but not limited to, Section 17-104 of the Code, or in equity and the Contract will be deemed voidable.

14.9. **Terms and Conditions Relating to Protected Health Information.**

(a) The City is a "hybrid entity" as defined in 45 CFR §164.103 and has designated certain portions of the City as "Covered Units" that perform covered functions and are subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). The Covered Units are listed on the City's website at http://www.phila.gov/privacypolicy/. The City may, at any time, modify its list of Covered Units without providing notice outside of the website. Other parts of the City may also be subject to HIPAA to the extent they provide services to a Covered Unit or another covered entity involving the creation, receipt, maintenance, or transmission of protected health information.

(b) To meet its obligations under HIPAA, the City requires its business associates to agree to the Terms and Conditions Relating to Protected Health Information ("City PHI Terms") posted on the City's website (https://www.phila.gov/privacypolicy/). The City PHI Terms are hereby incorporated in this Section 14.9 as if fully set forth herein.

(c) Provider is subject to, and shall comply with, the City PHI Terms if: (i) the Contract contains language affirming that Provider is subject to the City PHI Terms or that Provider is the City's business associate; or (ii) Provider, directly or through an agent or Subcontractor, performs functions or provides services that make it the City's "business associate" as defined in 45 CFR § 160.103 (regardless of whether the Contract expressly affirms such relationship).

14.10. **Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard.**

(a) If Provider or any Subcontractor at any tier is an Employer subject to the requirements of Chapter 17-1300 of the Code, as that term is defined in Section 17-1302 and described in Section 17-1303 of the Code, then, absent a waiver, during the Initial Term and any Additional Term, in addition to any applicable state and federal requirements, it shall provide and cause any subcontractors at any tier that are also Employers to provide their respective covered Employees, as that term is defined in Section 17-1302 of the Code, with at least the minimum wage standard and minimum benefits standard and notice thereof, as required under Applicable Law. A summary of the current requirement is as follows:

(1) Term of Contract and Effective Date of Minimum Wage Rates.

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(A) For contracts with a term of one year or less, the rate applicable on the effective date of the contract is the rate for the entire term of the contract.

(B) For renewals and amendments with a term of one year or less, the rate applicable on the effective date of the renewal or amendment is the rate for work performed during the term of the renewal or amendment and remains the rate throughout the term of the renewal or amendment.

(C) For contracts, renewals and amendments with a term longer than one year, the applicable rate on the effective date of the contract shall apply until the next June 30. On the next July 1, the new rate effective on that July 1 date shall apply during the period from July 1 through the following June 30. Each July 1, the rate may increase.

(2) Minimum Wage Rates. Absent a waiver, an Employer subject to Chapter 17-1300 shall pay each Employee an hourly wage, excluding benefits, equal to:

Effective Date between July 1, 2022, and June 30, 2023, $15.00; and

Effective Date starting July 1, 2023, and thereafter, $15.00 multiplied by the CPI Multiplier, provided that the minimum wage shall not be less than the previous year's minimum wage. The CPI Multiplier is calculated annually by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers All Items Index for Philadelphia, Pennsylvania, by the most recently published Consumer Price Index for all Urban Consumers ("CPI-U") as of July 1, 2022. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's website.

(3) Minimum Benefits. Absent a waiver, if the Employer is subject to Chapter 17-1300, to the extent the employer provides health benefits to any of its employees, the Employer shall provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer. The Employer shall also provide to each covered Employee at least the minimum number of earned sick leave days required by Section 17-1305(2) of the Code.

(b) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall promptly provide to the City all documents and information as the City may require verifying its compliance and that of all covered Employers providing Services under the Contract with the requirements of Chapter 17-1300. Each covered Employer shall notify each affected Employee what wages and benefits are required to be paid pursuant to Chapter 17-1300.

(c) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall take such steps as are necessary to notify its covered Subcontractors of the requirements of this Section 14.10 and to cause such covered Subcontractors to notify lower-tier covered subcontractors of these requirements, including, without limitation, by incorporating this Section 14.10, with appropriate adjustments for the identity of the parties, in its Subcontracts with such covered Subcontractors.

(d) A Provider or Subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and a hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Contract.

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(e) Without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, the failure of a Provider or Subcontractor at any tier subject to Chapter 17-1300 to comply with these provisions shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(f) Provider's covered Employees shall be deemed third-party beneficiaries of Provider's representation, warranty, and covenant to the City under this Section 14.10 only, and the covered Employees of a Subcontractor at any tier that is also a covered Employer performing Services directly or indirectly under a Subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty, and covenant to Provider or such Subcontractors at any tier, as the case may be, under this Section 14.10.

(g) The City may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code.

14.11. **Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures.**

(a) Provider confirms on behalf of itself and its Subcontractor(s) that no contribution(s) have been made and agrees that none shall be made during the Term of this Contract by Provider, any Subcontractor, or any party from which a contribution can be attributed to Provider or Subcontractor that would render Provider or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Sections 17-1404(1) and 17-1405 of the Code; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an Event of Default and render the Contract voidable at the City's option and shall make Provider liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Provider allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Section 14.11, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Section 14.11, and as described elsewhere in this Contract, shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

(b) Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose any contribution of money or in-kind assistance that Provider, or any Consultant utilized by Provider in connection with this Contract, has made, or any individual or entity has made if such contributions can be attributed to Provider, or such Consultant pursuant to the attribution rules of Section 17-1405 of the Code, during such time period to a candidate for nomination or election to any elective City office or to an individual who holds such office, or to any political committee or party in the City, or to any group, committee or association organized in support of any such candidate, office holder, political committee or party, and the date and amount of such contribution.

(1) It shall not be a violation of this Section 14.11(b) if Provider fails to disclose a contribution made by a Consultant because Provider was unable to obtain such information from the Consultant, provided Provider demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

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(A) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the Contract, and before the Consultant communicated with a City department or office, official or employee on behalf of Provider;

(B) Including in such agreement a provision requiring the Consultant to provide Provider in a timely manner with all information required to be disclosed under the provisions of Chapter 17-1400 of the Code, and providing, in effect, that the agreement will be terminated by Provider if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of Provider as of the date of such termination;

(C) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit Provider to comply with the provisions of Chapter 17-1400 of the Code; and

(D) Invoking the termination provisions of the written agreement in a full and timely manner.

(c) Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked Provider, any officer, director or management employee of Provider, or any Person representing Provider, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401 of the Code) to any Person, and any payment of money, provision of services, or any other thing of value (other than such a Contribution) given to any Person in response to any such request. Provider shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.

(d) Provider shall, during the Initial Term, and any Additional Term, of the Contract disclose the name and title of each City officer or employee who directly or indirectly advised Provider, any officer, director or management employee of Provider, or any Person representing Provider that a particular Person could be used by Provider to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. Provider shall also disclose the date the advice was provided, and the name of such particular Person.

(e) The disclosures required by Sections 14.11(b), (c) and (d) shall be made utilizing the online disclosure update process through Provider's eContract Philly account which can be accessed on the City's website at https://philawx.phila.gov/econtract/. Such disclosures shall be timely made before the statutory deadline for the reporting period in which any disclosable event occurred. The disclosure reporting schedule is set forth in Section 17-1402(1)(e)(.5) of the Code. In the case of updates to political contributions made by Provider required by Section 14.11(b), the attribution rules of Section 17-1405 of the Code shall apply to determine what contributions must be disclosed under this provision as contributions of Provider or of a Consultant. Provider is advised that any individual who submits an update on eContract Philly must be an authorized signatory of Provider, authorized to make the required updated disclosures.

(f) Reports generated automatically by the online process for the updated disclosures required by Sections 14.11(b), (c) and (d) will be automatically forwarded to the President and

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Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department and the Department of Records.

(g) Provider represents and covenants that the Provider's disclosures required by Section 17-1402(1)(b) of the Code contain no material misstatements or omissions. Breach of this representation and covenant shall render the contract voidable at the City's option and shall subject the Provider to liquidated damages to the City in the amount of ten percent (10%) of the total value of the payments to be made to Provider under the Contract. For contracts valued above the formal bidding threshold applicable under Section 17-1406(5)(a) or (b) of the Code, material misstatements or omissions in disclosures pursuant to 17-1402(1)(b)(.4) shall not constitute a breach of this representation and covenant unless Provider has made a material misstatement or omission of such disclosures in at least one additional City contract.

14.12. **Gifts.** Provider (including for purposes of this Section 14.12 its principals, officers, employees, and Subcontractors) shall comply with all Applicable Law restricting gifts to City officers and employees, including but not limited to 65 Pa. C.S. § 1103, Section 20-604 of the Code, and Executive Order 10-16 or any successor. Specifically:

(a) Pursuant to Executive Order 10-16, Provider shall not offer, make, or render any payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel, lodging or anything of value to any City officer or employee, unless consideration of equal or greater value is received, from any person who, at the time or within twelve (12) months preceding the time such a gift is received:

(1) Is seeking, or has sought, official action from the officer or employee;

(2) Has operations or activities regulated by the officer's or employee's agency, department, office, board or commission, or, in the case of gifts to members of the Mayor's Cabinet, has operations or activities that are regulated by any agency, department, office, board or commission within the Executive and Administrative branch; or

(3) Has a financial or other substantial interest in acts or omissions taken by the officer or employee, which the officer or employee could substantially affect by official action.

(b) Additionally, Provider shall not permit any person that engages in lobbying on behalf of Provider for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of the Code or any other Applicable Law, including any attorney-at-law while engaged in lobbying, to offer or give a gift of any value to any City officer or employee.

(c) Provider understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of Executive Order 10-16 or any other Applicable Law, Provider shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

(d) If solicited for gifts or gratuities by City officials or employees, Provider must report each such incident to the appropriate authorities, including, but not limited to, the City's Board of Ethics and Office of the Inspector General. All City employees offered gifts or gratuities in violation of Executive Order 10-16 must also report the gifts or offers to the appropriate authorities. Properly documented gifts to the City itself may be permissible as outlined in Section 7 of Executive Order 10-16.

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14.13. **Chapter 17-1900 of The Philadelphia Code: Equal Benefits Ordinance.**

(a) Unless Provider is a government agency, this is a "Service Contract" as that term is defined in Section 17-1901(4) of the Code. If the Service Contract is in an amount in excess of $250,000, then pursuant to Chapter 17-1900 of the Code, Provider shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Section 19-1502(1)(b) of the Code, extend the same employment benefits that Provider extends to spouses of its employees to life partners of such employees. Provider certifies that (1) it is in compliance with the requirements of Chapter 17-1900; (2) its employees have been notified of the employment benefits available to life partners pursuant to Chapter 17-1900; and (3) such employment benefits are currently, or will be made available within the time required by Section 17-1902(2), or that Provider does not provide employment benefits to the spouses of married employees.

(b) Provider acknowledges and agrees that the following terms are included in this Contract:

(1) Provider shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900 of the Code.

(2) Noncompliance by Provider with the requirements of Chapter 17-1900 of the Code shall be a material breach of this Contract.

(3) Discrimination or retaliation by Provider against any employee on account of having claimed a violation of Chapter 17-1900 of the Code shall be a material breach of this Contract.

(4) In addition to any other rights and remedies available to the City pursuant to this Contract at law or in equity, a material breach of this Contract related to Chapter 17-1900 of the Code may result in the suspension or debarment of Provider from participating in City contracts for up to three (3) years.

(c) An overview offering guidance on the applicability of, and requirements placed on City contractors by Chapter 17-1900 of the Code is available on the City's website (at https://secure.phila.gov/eContract/ under the "About" link) (see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors").

14.14. **Appropriations Act.** If this Contract is funded in whole or part by federal grant funding appropriated by the Health Resources and Services Administration (HRSA), Provider shall comply with the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019, Division B, Pub. L. 115-245, as may be amended from time to time, which, among other things, restricts the use of federal grant funds for abortions and health benefits coverage that includes coverage of abortion.

ARTICLE XV: MISCELLANEOUS

15.1. **Governing Law.** This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

15.2. **Amendments; Waiver.** This Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties.

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Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of this Contract shall be deemed: (a) to be a waiver by that Party of any other provision in this Contract; or (b) to be a waiver by that Party of any breach by the other Party of its obligations under this Contract. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

15.3. **Integration.** The Contract Documents forming this Contract, including the Provider Agreement and the General Provisions and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any Party or to vary any of the terms contained in this Contract.

15.4. **No Joint Venture.** The Parties do not intend to create, and nothing contained in this Contract shall be construed as creating, a joint venture arrangement or partnership between the City and Provider with respect to the Services or the Materials.

15.5. **No Third-Party Beneficiaries.** With the exception of the remedy provided to third-party beneficiaries by Section 14.10(f) above, nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits, including, but not limited to, third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

15.6. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

15.7. **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract and the application of such provision to Persons, or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.8. **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, including, without limitation: Provider's representations, warranties, and covenants set forth in Article IV (Provider's Representations and Warranties) above; audit, inspection and record retention requirements set forth in Article VI (Audits; Inspection Rights; Records) above; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 8.2 (Indemnification) above; the Parties' rights and obligations set forth in Article X (Ownership of Materials; Proprietary Information; Confidentiality) above; and

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Provider's continuing obligations related to Section 14.11 (Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures) above.

15.9. **Determination of Disputes.** Any dispute arising between the City and Provider under or with respect to either Party's covenants, obligations, powers, rights or duties under this Contract shall be submitted to and decided by the Responsible Official or a designee. The Responsible Official or designee shall render and reduce to writing the decision and furnish a copy to Provider by notice under this Contract. In connection with any dispute under this Contract, the Responsible Official shall offer Provider an opportunity to offer evidence in support of its position concerning the subject matter of the dispute. This Section 15.9 shall not be construed to limit the benefit to the City of Articles XI (Events of Default) or XII (Remedies) above.

15.10. **Interpretation; Order of Precedence.** In the event of a conflict or inconsistency between the terms of the Contract Documents, the terms of the General Provisions shall govern, followed by the terms of the Provider Agreement, and lastly by any exhibit, attachment, or other document incorporated by reference into the Contract. The foregoing notwithstanding, the Provider Agreement or an Amendment may expressly supersede, create exception to, or otherwise modify the General Provisions by specific reference thereto in the Provider Agreement, an Amendment, or an exhibit to either specifically labeled for such purpose.

15.11. **Headings.** The titles, captions or headings of Articles, Sections and Exhibits or schedules in this Contract are inserted for convenience of reference only; do not in any way define, limit, describe or amplify the provisions of this Contract or the scope or intent of the provisions, and are not a part of this Contract.

15.12. **Statutes and Other Citations.** All statutory or other citations of law referenced in the Contract shall refer to the statute or citation referenced, as it may be amended or superseded from time to time.

15.13. **Days.** Any references to a number of days in this Contract shall mean calendar days unless this Contract specifies business days.

15.14. **Forum Selection Clause; Consent to Jurisdiction.** The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 5.1 (Notice) of the Provider Agreement.

15.15. **Waiver of Jury Trial.** Provider hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship

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created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into this Contract.

15.16. **Notices.** All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service); (c) on the date confirmed for delivery by electronic mail if delivered by electronic mail during business hours, otherwise at the beginning of the next business day; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case, notices shall be sent to the addresses set forth in the section of the Provider Agreement entitled "Notice," or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 15.16.

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CONTRACT SUMMARY AND ENDORSEMENT

DATE 11/15/2024

TO THE LAW DEPARTMENT: The attached bid and award described below is referred to you for certification as to form, and where annual surety bond is on file, to have Contractor post satisfactory bond.

CONTRACTOR	FINANCE CONTR. NO.	LAW DEPT. NO.
ICF Incorporated, L.L.C.	25 20230	25 20230
	AMT. OF CONTRACT: $3,000,000.00	ANN. SURETY BOND
DESCRIPTION: Disaster Recovery Prog.	PERIOD COVERED: 8/28/2024 - 8/27/2025	

ENDORSEMENT

OFFICE OF THE DIRECTOR OF FINANCE-ACCOUNTING DIVISION		OFFICE OF THE CITY CONTROLLER	
Examined: Pat Preston PP	11/15/24	Examined:	
(For the Director of Finance)	*(Date)*	*(For the City Controller)*	*(Date)*

This contract approved as to availability of funds under the budget and appropriations pursuant to section 8-200 (2) (d) of the Home Rule Charter:

	11/15/2024		
(For the Director of Finance)	*(Date)*	*(For the City Controller)*	*(Date)*

DOCUMENT NO.	ACCOUNT CODE					DEPARTMENT OR AGENCY	AMOUNT CHARGEABLE TO ACCOUNT
	FUND	DEPT	ELEMENT	SUB ELEMENT	CLASS		
MDXX25001140 01	080	35	01	01	0250	FINANCE	$750,000.00
						TOTAL	$750,000.00

Partial Certification.

$2,250,000.00 MDXX25001140 not Posted

71-361

DocuSign

Certificate Of Completion

Envelope Id: DD7067ECDC794071B194E795ECCE1AD0
Status: Completed
Subject: Contract #2520230 (ICF Incorporated, L.L.C.)
Source Envelope:
Document Pages: 108 Signatures: 8
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
City of Philadelphia - Law Draft Contracts
1234 Market Street
Suite 1800
Philadelphia, PA 19107
law.contractinitiation@phila.gov
IP Address: 170.115.248.7

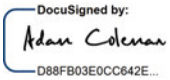
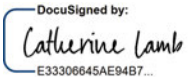
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law.contractinitiation@phila.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Philadelphia - PS Contracts
Location: DocuSign

Signer Events	Signature	Timestamp
Cara Small Cara.Small@icf.com Senior Manager, Contracts x Security Level: Email, Account Authentication (None), Access Code	Signed by: Cara Small 2FC0D20FB0B9462...	Sent: 11/6/2024 7:09:39 AM Resent: 11/6/2024 12:06:22 PM Viewed: 11/6/2024 12:15:57 PM Signed: 11/6/2024 12:29:20 PM
	Signature Adoption: Pre-selected Style Using IP Address: 100.7.50.137	
Electronic Record and Signature Disclosure: Accepted: 11/6/2024 8:28:31 AM ID: b73dc95b-799e-439f-8504-439428d0b5c0		
Andrew Wilson andrew.wilson@icf.com Security Level: Email, Account Authentication (None), Access Code	Signed by: Andrew Wilson 32FE7257975F42F...	Sent: 11/6/2024 12:29:25 PM Viewed: 11/6/2024 1:02:24 PM Signed: 11/6/2024 1:03:09 PM
	Signature Adoption: Pre-selected Style Using IP Address: 71.62.130.154	
Electronic Record and Signature Disclosure: Accepted: 11/6/2024 1:02:24 PM ID: 74520a2e-3d65-477b-9aec-eeec3c034e76		
Dotti Shields dotti.shields@icf.com Director, Contracts Security Level: Email, Account Authentication (None), Access Code	Signed by: Dotti Shields E9BB17FDEB22487...	Sent: 11/6/2024 12:29:25 PM Resent: 11/7/2024 11:30:28 AM Viewed: 11/7/2024 11:58:58 AM Signed: 11/7/2024 12:00:53 PM
	Signature Adoption: Pre-selected Style Using IP Address: 199.223.30.254	
Electronic Record and Signature Disclosure: Accepted: 11/7/2024 11:58:58 AM ID: 1cfacd14-be8b-409b-8644-f59b3bafc3a8		
Aaron Wright aaron.wright@phila.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 170.115.248.10	Sent: 11/7/2024 12:00:58 PM Viewed: 11/7/2024 12:01:15 PM Signed: 11/7/2024 12:01:32 PM
Electronic Record and Signature Disclosure: Accepted: 1/3/2018 10:53:41 AM ID: 12c08bb8-b0ab-498d-845b-a5bdef4e49f0		

Signer Events	Signature	Timestamp
Adam Coleman Adam.Coleman@phila.gov Deputy City Solicitor Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/15/2017 9:30:55 AM ID: eb25fd9c-3826-412e-a24d-4e90852898a5	DocuSigned by:  D88FB03E0CC642E... Signature Adoption: Pre-selected Style Using IP Address: 170.115.248.8	Sent: 11/7/2024 12:01:37 PM Viewed: 11/7/2024 12:04:50 PM Signed: 11/7/2024 12:15:16 PM
Law ContractConformance LawContractConformance@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 170.115.248.9	Sent: 11/7/2024 12:15:21 PM Viewed: 11/7/2024 1:56:49 PM Signed: 11/7/2024 1:56:54 PM
Finance ContractCertification Finance.ContractCertification@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 170.115.248.20	Sent: 11/7/2024 1:56:59 PM Viewed: 11/15/2024 8:20:25 AM Signed: 11/15/2024 9:06:18 AM
Office of the Chief Administrative Officer OfficeoftheCAO@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 170.115.248.20	Sent: 11/15/2024 9:06:25 AM Viewed: 11/15/2024 10:31:06 AM Signed: 11/15/2024 10:34:11 AM
Catherine Lamb Catherine.Lamb@phila.gov First Deputy Finance Director City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/21/2020 2:07:47 PM ID: 3edba07c-ceb9-46e2-ba43-f3524370290c	DocuSigned by:  E33306645AE94B7... Signature Adoption: Pre-selected Style Using IP Address: 170.115.248.9	Sent: 11/15/2024 10:34:20 AM Viewed: 11/15/2024 10:39:54 AM Signed: 11/15/2024 10:40:18 AM
Aaron Wright aaron.wright@phila.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/3/2018 10:53:41 AM ID: 12c08bb8-b0ab-498d-845b-a5bdef4e49f0	**Completed** Using IP Address: 170.115.248.14	Sent: 11/15/2024 10:40:24 AM Viewed: 11/15/2024 11:05:58 AM Signed: 11/15/2024 11:06:16 AM
Law ContractConformance LawContractConformance@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 170.115.248.9	Sent: 11/15/2024 11:06:23 AM Viewed: 11/15/2024 12:08:18 PM Signed: 11/15/2024 12:08:23 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Aaron Wright aaron.wright@phila.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 170.115.248.10	Sent: 11/1/2024 9:28:26 AM Viewed: 11/1/2024 10:01:39 AM Completed: 11/6/2024 7:09:37 AM
Electronic Record and Signature Disclosure: Accepted: 1/3/2018 10:53:41 AM ID: 12c08bb8-b0ab-498d-845b-a5bdef4e49f0		

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dotti Shields dotti.shields@icf.com Director, Contracts Security Level: Email, Account Authentication (None), Access Code	COPIED	Sent: 11/6/2024 7:09:37 AM Viewed: 11/6/2024 7:48:23 AM
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Aaron Wright aaron.wright@phila.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/15/2024 10:34:18 AM Viewed: 11/15/2024 11:03:48 AM
Electronic Record and Signature Disclosure: Accepted: 1/3/2018 10:53:41 AM ID: 12c08bb8-b0ab-498d-845b-a5bdef4e49f0		
Controller Contracts Controller.Contracts@phila.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/15/2024 12:08:28 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/1/2024 9:28:26 AM
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Envelope Updated	Security Checked	11/5/2024 6:55:26 AM
Envelope Updated	Security Checked	11/5/2024 6:55:26 AM
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Envelope Updated	Security Checked	11/6/2024 7:09:36 AM
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Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	11/6/2024 7:09:36 AM
Envelope Updated	Security Checked	11/6/2024 7:09:36 AM
Envelope Updated	Security Checked	11/6/2024 7:09:36 AM
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Envelope Updated	Security Checked	11/6/2024 12:06:16 PM
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Envelope Updated	Security Checked	11/6/2024 12:06:16 PM
Envelope Updated	Security Checked	11/6/2024 12:06:16 PM
Certified Delivered	Security Checked	11/15/2024 12:08:18 PM
Signing Complete	Security Checked	11/15/2024 12:08:23 PM
Completed	Security Checked	11/15/2024 12:08:28 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

This Electronic Records and Signature Disclosure is provided by the City of Philadelphia in connection with a pending electronic transaction. Any party proceeding with such electronic transaction is deemed to have consented i) to conduct the transaction by electronic means; and ii) where execution of an agreement is required, to the use of electronic signatures using the method provided in the agreement. Questions regarding this Electronic Records and Signature Disclosure should be addressed to econtractphilly@phila.gov.

Docusign Envelope ID: 99CD0059-F133-4E02-8E33-1E75AF52AF6B

Contract Number 2520230-01
Original Contract Number 2520230

May 2025, DG/mr
City of Philadelphia
Office of the Director of Finance

AMENDMENT

CONFORMED

THIS AMENDMENT (the "**First Amendment**") is executed on June 13, 2025, and effective August 28, 2025, between **The City of Philadelphia** (the "**City**"), through its Office of the Director of Finance, and **ICF Incorporated, L.L.C.** ("**Provider**").

BACKGROUND

The City and Provider previously entered into Contract Number 2520230. This First Amendment makes changes to the Contract.

Accordingly, intending to be legally bound, the City and Provider agree as follows:

AMENDMENTS TO THE CONTRACT

All of the provisions of the Contract remain in effect except as provided below:

1. Definitions. Capitalized terms not otherwise defined in this First Amendment have the meanings assigned to them in the Contract.

2. Term. The Contract is amended to add an Additional Term that starts August 28, 2025, and expires August 27, 2026.

3. Electronic Signatures. The Parties agree to execute this First Amendment electronically using the means of electronic signature provided below.

[*The remainder of this page has been left blank intentionally. Signature page follows.*]

Docusign Envelope ID: 99CD0059-F133-4E02-8E33-1E75AF52AF6B

IN WITNESS OF THEIR AGREEMENT TO THE PROVISIONS ABOVE, the Parties have caused this First Amendment to be executed and delivered by their respective duly authorized officers on the date in the preamble of this First Amendment.

APPROVED AS TO FORM
RENEE GARCIA, CITY SOLICITOR

Per: DocuSigned by: Daniel Gordon
05B5976681BB48F...

Name: Daniel Gordon

Title: Assistant City Solicitor

THE CITY OF PHILADELPHIA

Through: Office of the Director of Finance

By: DocuSigned by: Catherine Lamb
E33306645AE94B7...

Name: Catherine Lamb

Title: First Deputy Finance Director

ICF INCORPORATED, L.L.C.

By: Signed by: Cecilia Allen
E5FDFDEA98FB4EC...

Name: Cecilia Allen

Title: Contract Manager

ATTEST

By: Signed by: ANDREW Wilson
890F0A8B49674B3...

Name: ANDREW Wilson

Title: Contracts Manager

Docusign Envelope ID: 99CD0059-F133-4E02-8E33-1E75AF52AF6B

City of Philadelphia Contract Routing Slip

External Negotiation/Encumbrance & Budget Verification (Conformance Manager)

1. Review contract as signed by vendor and consult with supervisor.

   Click the check box to attach additional documentation, if required.

2. Confirm Encumbrance then forward in ACIS to Budget Verification.
3. Confirm Budget Verification completed in ACIS.
   - x Send to Law.

Approve as to Form – Attorney Upload Document (Optional)

Click the check box to attach additional documentation, if required.

After AATF – Forward in ACIS

- x Forward in ACIS to Initial Certification.

Finance Certification

- x Attach the Endorsement Sheet then forward in ACIS to Finance Review.

Finance Review – Office of the Chief Administrative Officer

- x Review then forward in ACIS to Department Signs Contract.

After Departmental Review – Forward in ACIS

- x Forward in ACIS to Conformance.

Conformance Review (Conformance Clerk)

- x Conform Contract and Conform in ACIS.

Docusign Envelope ID: 99CD0059-F133-4E02-8E33-1E75AF52AF6B

CONTRACT SUMMARY AND ENDORSEMENT

DATE 6/10/2025

TO THE LAW DEPARTMENT: The attached bid and award described below is referred to you for certification as to form, and where annual surety bond is on file, to have Contractor post satisfactory bond.

CONTRACTOR	FINANCE CONTR. NO.	LAW DEPT. NO.
ICF Incorporated, L.L.C.	25 20230	25 20230 01
	AMT. OF CONTRACT	ANN. SURETY BOND
	$3,000,000.00	
DESCRIPTION Disaster Recovery Prog	PERIOD COVERED	8/28/2024 - 8/27/2026

ENDORSEMENT

OFFICE OF THE DIRECTOR OF FINANCE-ACCOUNTING DIVISION	OFFICE OF THE CITY CONTROLLER
Examined: Keisha Mills KM 6/10/25	Examined:
(For the Director of Finance) *(Date)*	*(For the City Controller)* *(Date)*
This contract approved as to availability of funds under the budget and appropriations pursuant to section 8-200 (2) (d) of the Home Rule Charter:	
(For the Director of Finance) 6/10/2025 *(Date)*	*(For the City Controller)* *(Date)*

DOCUMENT NO.	ACCOUNT CODE					DEPARTMENT OR AGENCY	AMOUNT CHARGEABLE TO ACCOUNT
	FUND	DEPT	ELEMENT	SUB ELEMENT	CLASS		
						Previously Encumbered	$750,000.00 ✓
MDXX25001140 01	080	35	01	01	0250	FINANCE	$2,250,000.00 JE
						TOTAL	$3,000,000.00

Contract extended to 8/27/2026.

Amendment

71-361

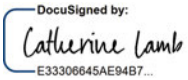
Certificate Of Completion

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Status: Completed
Subject: Contract #2520230-01 ICF Incorporated, LLC
Source Envelope:
Document Pages: 4
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
City of Philadelphia - Law Draft Contracts
AutoNav: Enabled
1234 Market Street
EnvelopeId Stamping: Enabled
Suite 1800
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
Philadelphia, PA 19107
law.contractinitiation@phila.gov
IP Address: 170.115.248.25

Record Tracking

Status: Original
5/28/2025 6:20:04 AM
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law.contractinitiation@phila.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Philadelphia - PS Contracts
Location: Docusign

Signer Events	Signature	Timestamp
Cecilia Allen Cecilia.Allen@icf.com Security Level: Email, Account Authentication (None), Access Code	Signed by: Cecilia Allen E5FDFDEA98FB4EC... Signature Adoption: Pre-selected Style Using IP Address: 69.219.169.168	Sent: 5/30/2025 11:21:40 AM Resent: 6/2/2025 8:47:08 AM Viewed: 6/4/2025 8:05:42 AM Signed: 6/4/2025 8:07:07 AM
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ANDREW Wilson Andrew.Wilson@icf.com Security Level: Email, Account Authentication (None), Access Code	Signed by: ANDREW Wilson 890F0A8B49674B3... Signature Adoption: Pre-selected Style Using IP Address: 71.62.130.154	Sent: 6/4/2025 8:07:09 AM Viewed: 6/4/2025 8:26:02 AM Signed: 6/4/2025 8:26:16 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2025 8:26:02 AM ID: 7b968008-50ba-4ec4-a52e-166391f33bad		
Jimmy Lai Jimmy.Lai@phila.gov Budget Officer 1 City of Philadelphia Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 170.115.248.25	Sent: 6/4/2025 8:26:18 AM Resent: 6/6/2025 7:03:59 AM Viewed: 6/6/2025 7:08:30 AM Signed: 6/6/2025 7:13:06 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Daniel Gordon daniel.gordon@phila.gov Assistant City Solicitor Security Level: Email, Account Authentication (None)	DocuSigned by: Daniel Gordon 05B5976681BB48F... Signature Adoption: Pre-selected Style Using IP Address: 170.115.248.8	Sent: 6/6/2025 7:13:08 AM Viewed: 6/6/2025 7:48:10 AM Signed: 6/6/2025 7:50:22 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
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Finance ContractCertification Finance.ContractCertification@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 170.115.248.9	Sent: 6/6/2025 8:17:34 AM Viewed: 6/10/2025 7:50:14 AM Signed: 6/10/2025 12:05:50 PM
Office of the Chief Administrative Officer OfficeoftheCAO@phila.gov City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 170.115.248.14	Sent: 6/10/2025 12:05:52 PM Viewed: 6/11/2025 9:12:12 AM Signed: 6/11/2025 9:12:18 AM
Catherine Lamb catherine.lamb@phila.gov First Deputy Finance Director City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/21/2020 2:07:47 PM ID: 3edba07c-ceb9-46e2-ba43-f3524370290c	DocuSigned by:  E33306645AE94B7... Signature Adoption: Pre-selected Style Using IP Address: 192.210.27.142	Sent: 6/11/2025 9:12:21 AM Viewed: 6/11/2025 9:19:56 AM Signed: 6/11/2025 9:21:04 AM
Jimmy Lai Jimmy.Lai@phila.gov Budget Officer 1 City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 170.115.248.25	Sent: 6/11/2025 9:21:07 AM Viewed: 6/11/2025 9:25:26 AM Signed: 6/11/2025 9:25:49 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Jimmy Lai Jimmy.Lai@phila.gov Budget Officer 1 City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 170.115.248.8	Sent: 5/28/2025 6:23:30 AM Viewed: 5/28/2025 7:33:40 AM Completed: 5/30/2025 11:21:38 AM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cara Small Cara.Small@icf.com Senior Manager, Contracts x Security Level: Email, Account Authentication (None), Access Code **Electronic Record and Signature Disclosure:** Accepted: 11/6/2024 8:28:31 AM ID: b73dc95b-799e-439f-8504-439428d0b5c0	COPIED	Sent: 5/30/2025 11:21:39 AM
Jimmy Lai Jimmy.Lai@phila.gov Budget Officer 1 City of Philadelphia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/11/2025 9:12:20 AM Viewed: 6/11/2025 9:12:37 AM
Controller Contracts Controller.Contracts@phila.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/13/2025 11:56:13 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2025 6:23:30 AM
Envelope Updated	Security Checked	5/30/2025 11:21:38 AM
Envelope Updated	Security Checked	5/30/2025 11:21:38 AM
Envelope Updated	Security Checked	5/30/2025 11:21:38 AM
Envelope Updated	Security Checked	5/30/2025 11:21:38 AM
Envelope Updated	Security Checked	5/30/2025 11:21:38 AM
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Envelope Updated	Security Checked	5/30/2025 11:21:38 AM
Envelope Updated	Security Checked	5/30/2025 11:21:38 AM
Envelope Updated	Security Checked	6/2/2025 8:46:21 AM
Envelope Updated	Security Checked	6/2/2025 8:46:21 AM
Certified Delivered	Security Checked	6/13/2025 11:56:06 AM
Signing Complete	Security Checked	6/13/2025 11:56:11 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	6/13/2025 11:56:13 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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