

PROFESSIONAL SERVICES AGREEMENT

**(MAINTENANCE, REPAIR AND SUPPORT SERVICES FOR
NETWORKED SURVEILLANCE CAMERA SYSTEMS)**

BETWEEN

AND

THE CHICAGO HOUSING AUTHORITY

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This Professional Services Agreement is made effective as of the 1st day of _____, _____ by and between the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation of the City of Chicago, State of Illinois (hereinafter, the "CHA"), and _____.

RECITALS

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

WHEREAS, CHA desires the services of a qualified contractor to provide comprehensive support and maintenance services for the integrated and networked surveillance system ("System") in service at and across various CHA developments, buildings and operational locations ("Locations" as defined in Schedule P, which is attached hereto and incorporated herein by reference), including the provision of services to assess, design, maintain, support, supply and implement integrated cameras, networks, equipment, systems and integrally-related services, infrastructure, components and resources (collectively referred to as the "Supported Equipment") for the System;

WHEREAS, the CHA requires technology consulting services from a qualified company certified in various vendor technologies utilized throughout the System to provide comprehensive maintenance and support services for the System, and issued its Request for Proposal Event No. _____ (hereinafter, the "RFP", which is attached as Exhibit 1 and incorporated herein by reference) to identify and procure the services of qualified contractors capable to perform maintenance, support and repair services for cameras, network components and other equipment and facilities that comprise the CHA's surveillance network (hereinafter the "Services", and as further defined below) for the CHA.

WHEREAS, the CHA evaluated the Contractor's submissions and proposal (including Contractor's Best and Final fee form submissions) provided in response to the RFP (collectively referred to herein as the "Proposal"), which is attached and incorporated herein by reference as Exhibit A to the Agreement) and determined that, at minimum, it met the qualifications to be capable of performing the Services;

WHEREAS, the Contractor by submitting its qualifications in response to the RFP, represents and warrants that it is highly qualified and competent to perform the Services and has the necessary expertise and capacity to complete any Services assigned to it in accordance with this Agreement; and

WHEREAS, the Contractor desires and is ready, willing and able to perform the Services expressly provided for herein or set forth in a fully executed Statement of Work issued hereunder; ;

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

ARTICLE I INCORPORATION OF RECITALS

1.01 Incorporation of Recitals. The recitals set forth above, are incorporated by reference as if fully set forth herein. In the event of a conflict between any provision of this Agreement and any other documents, this Agreement, any specifically Approved Work Plan and the RFP shall control, in that order, unless otherwise specified.

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

"Account Manager" means the Key Employee of the Contractor who is assigned to the CHA upon execution of this Agreement and who is the primary contact for the CHA for all Requests for Service.

"Acceptance" shall mean the issuance of a letter by CHA indicating its acceptance of a Deliverable.

"Acceptance Criteria" shall have the meaning given such term in Section 3.2.

"Acceptance Procedures" shall have the meaning given such term in Section 3.2.

"Agreement" means this 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.

"Budget" shall mean the accepted Cost Proposal for the Services to be provided by the Contractor as set forth in a written Work Plan submitted in response to the Request for Proposal or such subsequent request for additional services which CHA may provide formally and in writing.

"Chief Information Officer" or "CIO" means the Chief Information Officer of the Chicago Housing Authority, who is the chief executive of the Department of Information Technology Services, and any representative duly authorized to act on his behalf

"CHA" means the Chicago Housing Authority.

"CHA Project Manager" shall be that CHA employee so identified in the Request for Proposal or otherwise.

"Confidential Information" of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the CHA, all Deliverables and other information of the CHA that is not permitted to be disclosed to third parties under local laws and regulations.

"Contractor" means the vendor herein upon the event that such vendor is issued a Notice-to-Proceed by the CHA.

"Cost Proposal" means the Cost Proposal prepared by the Contractor in response to a Request for Proposal or similar request for services. An accepted Cost Proposal will be the Budget for the

project.

"Deliverables" shall mean those tangibles to be provided by the Contractor as described in Section 3.3.

"Department" means the Security Division of the CHA's Asset Management Department.

"Documentation" shall mean all documentary materials such as, but not limited to, work papers, configurations, manuals, and other work product in hard copy or electronic format, prepared by or on behalf of the Contractor, its subcontractors or agents in connection with providing the Services.

"Key Personnel" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.9 of this Agreement.

"Notice-to-Proceed" means a written acceptance of a Work Plan by both the CIO and Director of Procurement and Contracts and direction to commence Services under the Work Plan.

"Project Documents" means this Agreement, the Request for Proposal, any written Accepted Work Plan, and any attachments and exhibits incorporated into them.

"Project Manager" means the Contractor's staff member indicated on each Work Plan as the person who will direct and coordinate the execution of the Work Plan and who will be the primary contact with the Department on the Work Plan.

"Director of Procurement and Contracts" means the Director of Procurement and Contracts of the CHA and any representative duly authorized to act on her behalf.

"Request for Services" means a written request from the CIO for the Contractor to prepare and submit a Work Plan and Cost Proposal for Services relating to a specific project.

"Risk Management Office" means the Risk Management Office in the CHA's Department of Finance which is under the direction of the Comptroller of the CHA and is charged with reviewing and analyzing insurance and related liability matters for the CHA.

"Services" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of this Master Agreement.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the Services. The term Subcontractor also includes sub-contractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

"Support Period" means, time whereby the Contractor will be on site or in the field as directed by the CHA for a pre-determined period of time (30-90 days) following an implementation to support an application, if applicable.

"Warranty Period" means the ninety (90) day period following Acceptance, unless otherwise

specified in the Project Documents, if applicable.

"Work Plan" means the detailed description of the Services to be provided by the Contractor in a response to the Request for Proposal issued in accordance with Section 2.3. Unless otherwise indicated, references to Work Plan will be deemed to include the applicable Cost Proposal.

"Work Product" shall have the meaning set forth in Section 8.3.

ARTICLE II SCOPE OF WORK

The System provides the CHA with a tool that complies with function and services set forth in this Agreement or any Statement of Work issued hereunder.

2.1 Scope of Services

The Contractor 's maintenance and support services shall include the following: remote hardware diagnostics and repair; onsite hardware diagnostics and repair; preventive maintenance, antenna adjustments (due to wind or damage to poles); video system software help desk support for each camera in the CHA's System; and the management and implementation of video system software fixes, patches and upgrades for the camera network and System, which includes a base System Census of [REDACTED] cameras and other integrally-related network equipment and infrastructure referenced in the Schedule of Supported Equipment (Schedule P), which shall be jointly and periodically revised and updated by CHA and the Contractor to memorialize any changes, additions, deletions or other modifications to the Supported Equipment. Due to ongoing infrastructure expansion of the network at various CHA residential sites and facilities, the census of cameras and network equipment will continue to fluctuate and change as cameras, routers and related devices and hardware are added, deleted, moved, reprovisioned or relocated across the network, and the Contractor shall be responsible for cameras and related network equipment that comprise the CHA's full schedule of supported equipment.

As part of the maintenance services solution, Contractor shall maintain and document for the CHA the procedures required to place a service request. Contractor shall train the CHA on how to place a service request to Contractor and how to escalate it, if necessary. The Contractor shall create and provide to the CHA a documented maintenance delivery plan detailing the personnel, procedures, and reports used to support the repair and maintenance services, which is incorporated herein as part of Appendix A.

- Contractor shall supply services to route and dispatch the appropriate service resource(s) for the System. The Contractor shall maintain a toll-free or local number for the reporting of service issues, and routing to the proper servicing resources.
- Contractor shall provide next business day on-site hardware repair and remote technical support on cameras, encoders and associated video devices. These support services shall consist of parts, labor, next business day dispatching and one (1) annual preventive maintenance call per camera.

- For on-site repair activity, Contractor shall dispatch a trained technician to arrive at the location within 24 hours (next business day, excluding weekends) after a request for service is received from CHA. Upon completion of the service repair activity, the technician shall notify the CHA that the repair action has been completed or that further action may be required for the resolution.
- For network components, such as servers, Contractor shall provide next business day on-site hardware repair and remote technical support on cameras, encoders and associated video devices. These support services shall consist of parts, labor, 24x7x365 dispatching and one (1) annual preventive maintenance and service call per camera.
- For on-site repair activity, Contractor shall dispatch a trained technician to arrive at the location within 24 hours (next business day) after request for service is received from CHA. Upon completion of the service repair activity, the technician shall notify the CHA that the repair action has been completed or that further action may be required for the resolution.
- Contractor shall provide help desk support to the CHA and shall implement and deploy software patches, fixes, updates and upgrades from the manufacturers and service providers of the network cameras, routers and related equipment under maintenance, as such patches and enhancements are made available by the respective manufacturers and providers. Version upgrades are typically released approximately twice a year and include major feature advancements.
- Contractor shall manage the CHA's inventory of cameras and equipment, including the responsibility to provide, manage and maintain license entitlement for these updates and upgrades, as there will likely be additional installation, user enrollment/privileges, and/or configuration services.

Software Level 2 Support-Level 2 support consists of the following:

- Resolve software licensing issues and RMAs
- Answer general questions about the software (i.e. how to questions)
- Be able to isolate the problem; this may require system logs (such as Archiver and Directory logs), Windows events logs (application and system), system architecture, as well as a detailed network topology.
- Troubleshoot and resolve issues. The issues may range from basic system functionalities to more complex critical issues in regards to system design and/or networking. Most of these issues are resolved by analyzing system logs, trying to reproduce the issues in our labs and if possible through remote access to the customer site.

Maintenance

1. Contractor shall repair every component of the System including cameras, routers, switches, servers, cabling, cameras, wireless links, plastic parts, AC units, as necessary.

2. Contractor shall correct any faults and failures in the equipment and shall repair and replace worn or defective parts of the equipment at the request of CHA.
3. Contractor shall correct any faults and failures in the cable and repair or replace worn / defective parts during CHA's normal business hours and work days. In cases where equipment is unserviceable, or needs parts replacement, Contractor shall replace such parts, at no extra cost to the CHA, with brand new parts or replacement parts equivalent to new parts in performance. Corrections or repairs shall be made within one business day of the initial registered complaint.
4. Contractor shall provide a four (4) hour or less response time in the case of emergencies, and establish processes and procedures for initiating emergency requests by CHA and emergency servicing by the Contractor. The emergency response time total shall include time taken by Contractor between registering the complaint and completion of requested repairs by a trained manufacturer's technician at the site.
5. Contractor shall ensure a breakdown of the call time within 48 hours of the total time taken by the Contractor between registering the complaint and rectifying the fault. This time includes time taken to reach the site, diagnose the problem, make the repair, and replace the faulty component, module, device or network equipment that is covered under the contract. Contractor is responsible for providing CHA with updates every 8 hours until the complaint is resolved, which shall be transmitted via e-mail or such other electronic reporting and management method as the parties may establish by mutual agreement.
6. Contractor shall provide a detailed written report of any repairs/incidents to the CHA within 24 hours after the repairs/incidents have been resolved. Report shall include the nature of the issue with a complete description and steps taken to resolve it, including the initial date received, date resolved and event location.
7. Contractor shall accept trouble calls via e-mail or phone. Contractor must provide CHA with a ticket number and an estimated arrival time to the site by the technician.
8. Contractor shall provide monthly reports identifying issues, recommendation and resolutions of those issues, trending information and the time required/taken to resolve the issue.
9. Contractor shall ensure availability of spares. In cases where it is not possible to make a repair of some equipment or not possible to make repairs at the site(s); the Contractor shall provide a suitable replacement as a standby within 24 hours of the site findings so that camera surveillance of the area is not lost or interrupted.
10. Contractor shall be held responsible for maintaining and administering SMAs (Service Maintenance Agreement) and certifications with Genetec, Juniper, Garrettcom and Axis (or their reasonable commercial equivalents) along with the cost associated as part of this Agreement with CHA.
11. Contractor shall maintain all equipment in accordance with the best practices per the manufacturers' recommendations.
12. Contractor shall maintain positive working relationships with all CHA vendors and suppliers.

Preventive Maintenance:

1. Contractor shall conduct Preventive Maintenance, including but not limited to: inspections, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, necessary repair of the equipment within the thirty days of the commencement of the maintenance period and once a year during this Agreement.
2. Contractor shall provide a maintenance check list to CHA for each site that Preventive Maintenance has been conducted. Check list must be signed and dated by on-site personnel performing the repairs.
3. Contractor shall provide a preventive maintenance schedule in compliance with the specified repair requirements. The schedule must be coordinated with on-site personnel on a day and at a time to be mutually agreed upon.

2.2 Scope of Services – General Provisions.

The type of Services which the Contractor may be requested to provide under this Agreement are those described in any statement of work, project plan or similar description of services to be provided or rendered, which is attached to this Agreement and incorporated by reference as if fully set forth herein, and all tasks necessary to complete such Services. A copy of the most recent Statement of Work (SOW), Work Plan or equivalent document (if applicable) describing in detail the Services to provided herein, as well as the respective schedules and compensation terms, shall be attached hereto and incorporated herein as Exhibit B. The Contractor must provide Services in accordance with the standards of performance set forth in Section 3.5.

The Contractor is acting as an independent contractor in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the CHA and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative or employee of the CHA for any purpose or in any manner whatsoever.

2.3 CHA agrees to provide working space and facilities, and any other services and materials Contractor or its personnel may reasonably request in order to perform the work assigned to them. All work shall be performed at CHA's facilities unless otherwise mutually agreed and shall be performed in a workmanlike and professional manner by employees of Contractor having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Contractor shall make sure its employees, representatives and agents at all times observe security and safety policies of CHA.

2.4. CHA shall advise Contractor of the individuals to whom Contractor's personnel will report for purposes of day-to-day work assignments. CHA and Contractor shall develop appropriate administrative procedures to apply to such personnel. CHA may periodically prepare an evaluation of the performance of Contractor's personnel.

ARTICLE III
ACCEPTANCE, DUTIES AND STANDARDS OF CONDUCT

3.1 Acceptance Tests or Acceptance Criteria.

Any Work Plan or Statement of Work prepared pursuant to the RFP and this Agreement will contain Functional Specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"), if applicable. The Acceptance Criteria shall be that level of completion or standard of performance consistent with industry standards for the work contemplated therein and that the parties mutually agree to in writing in the SOW. After reviewing any proposed Work Plan or Statement of Work, and prior to issuing the Notice-to Proceed for such services or tasks, the CHA will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as a whole ("Detailed Acceptance Criteria"), if applicable. The CHA and the Contractor will mutually agree upon the Detailed Acceptance Criteria for any applicable services or tasks. The Detailed Acceptance Criteria will be contained in the Project Documents. As used here, the term "Acceptance Criteria" refers to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

3.2 Acceptance Procedures

(A) Prior to the issuance of a Notice-to-Proceed pursuant to this Agreement, the parties shall agree in writing on detailed, comprehensive acceptance procedures for the Deliverables ("Acceptance Procedures"), if applicable to the contracted services or tasks. The Acceptance Procedures must include the provisions of this Section 3.2. Each submittal of a Deliverable by Contractor shall be accompanied by a written certificate from the Contractor that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Contractor shall also provide a complete copy of the Deliverable to the CHA.

(B) At the CHA's request, the Contractor will demonstrate to the CHA how the Deliverable meets or satisfies its Acceptance Criteria. The Contractor will conduct any additional review and/or testing of a Deliverable that the CHA requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the CHA determines that any submitted Deliverable does not perform the requirements specified by such Deliverable's Acceptance Criteria, the CHA will provide the Contractor with written notice specifying the identified failures. The Contractor must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Contractor must resubmit the Deliverable for review testing and must resubmit the Deliverable to the CHA along with a Completion Certificate. If Contractor has not received written notice from CHA within ten (10) business days following formal and complete tender and delivery of the Deliverables, the Deliverables will be deemed accepted by CHA. Furthermore, for other kinds of work performed by Contractor, including without limitation, staffing work for which acceptance criteria are not specified in an SOW, the applicable Services or Deliverables will be deemed accepted by CHA on the date of delivery unless Contractor receives written notice from CHA specifying the reason for non-acceptance within ten (10) business days after completion of the Services or Deliverables.

3.3 Deliverables.

In carrying out Services, the Contractor must prepare or provide Deliverables. Deliverables may include but are not limited to various written studies, best practice and supporting documentation, procedural manuals, forms, work flow charts, methods, processes, plans,

designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Contractor under this Agreement. The Statement of Work or SOW will contain a description of the Deliverables for each particular project. The CHA reserves the right to reject any and all Deliverables which do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable SOW Work Plan or which do not conform to the specifications for such Deliverables as set forth in the SOW or Work Plan. Deliverables provided must follow the Acceptance Procedures as provided in Section 3.2 herein and meet the Acceptance Criteria contained in the RFP or any Work Plan. Deliverables must be provided in the CHA standard format and media as defined in the Request for Services.

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 CIO. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Contractor of its commitments hereunder.

3.4 Meetings.

The Contractor will meet regularly with the CHA Project Manager to discuss matters relating to outstanding Projects. In addition, at the request of the CHA Project Manager, the Contractor must attend other meetings with the CHA or other interested parties designated by the CHA Project Manager.

3.5 Standard of Performance.

(a) Professional Standards. The Contractor will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Service of a comparable nature and scope. The Contractor shall at all times use its best efforts to assure high quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in a satisfactory manner shall include quick response to the CHA's needs which are within the scope of the project set forth in the Work Plan or SOW. Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail on a timely basis. Nothing contained in this Section, however, shall be construed to relieve Contractor of its obligations pertaining to an SOW and Work Plan.

(b) Satisfactory Performance. The Contractor will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, applicable to this Agreement, and in accordance with the Acceptance Criteria formally established by the parties. Both parties will work together and perform their respective responsibilities so that the Deliverables must meet the Acceptance Criteria within the time frame contained in the Work Plan associated with that Deliverable. The Contractor must at all times act in the best interests of the CHA consistent with the professional obligations assumed by it in entering into this Agreement and will work with CHA toward the timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables. Following acceptance, Contractor warrants that the Deliverables conform in all material respects to the specifications set forth in the Work Plan or SOW. To receive warranty remedies, CHA must report any deficiencies to Contractor in writing within the Warranty Period.

CHA's exclusive remedy and Contractor's entire liability under any warranty claim by the CHA is to provide Services to correct the deficiencies. If Contractor is unable to correct the deficiencies, CHA is entitled to recover the fees paid to Contractor for the deficient portion of the Services or Deliverables. Contractor shall not be obligated to make any repairs or corrections to its work and/or the equipment furnished hereunder if the deficiency is attributable the negligence of the CHA; CHA's failure to adhere to manufacturer's or Contractors specifications; reasonable wear and tear; a force majeure event; or accident.

(c) Qualified Personnel.

The Contractor must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law, The Contractor covenants with the CHA to furnish its best professional expertise and judgment in furthering the CHA's interests.

(d) Efficiency.

The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on an approved time and material basis.

3.6 Cooperation

The Contractor will at all times cooperate fully with the CHA, its agents, employees, contractors, and subcontractors; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Contractor will at all times act in the CHA's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor will make commercially reasonable efforts to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the CHA Project Manager in connection with the termination or expiration.

3.7 Confidentiality.

Contractor agrees that all reports and documents prepared or assembled or received by Contractor, or information that they became aware of in the course of performing Services pursuant to this Agreement, are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. Except as required or necessary to conduct the Services contemplated hereby, Contractor agrees that such reports, documents and information learned in the course of performing Services, shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena, without the prior written approval of the CHA.

3.8 Adequate Staffing

The Contractor will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it, an Account Manager

who will be the Contractor's designated person to receive communications and documentation pursuant to the Agreement and the parties' regular course of conduct in furtherance of the Agreement. The Contractor will identify such personnel and their positions in a staffing schedule which will be included in any Work Plan.

3.9 Key Personnel

(a) Minimum Requirements. The Contractor's Key Personnel under this Agreement will consist of a _____, who will be the contact person for the CHA, and such other personnel as may be named for specific projects in the respective Work Plans. Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the CIO's approval, unless due to reasons outside of Contractor's reasonable control (e.g. illness or termination of employment). Key personnel may also include other critical members of the project as specified in the Work Plans.

(b) No Substitutions. The Contractor will not reassign or replace Key Personnel, except due to reasons outside of Contractor's reasonable control, without the written consent of the CIO which consent will not be unreasonably withheld. The Director of Procurement and Contracts may at any time in writing notify the Contractor that the CHA will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice the Contractor will immediately cease to assign that person or those persons to perform the Services and will replace him or them with personnel qualified to perform the function and acceptable to the CIO. If any Key Personnel furnished by the Contractor to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Contractor's control, the Contractor shall promptly notify the CHA, explaining the circumstances. Within 10 days of notification by either party of the need to replace Key Personnel, the Contractor must furnish to the CHA the name of the substitute person and any other information the CHA may require. If the CHA does not approve such substitute person, the Contractor must propose another substitute person within 5 days. Such 5 day cycle shall be repeated no more than twice. In the event the Contractor is unable to tender a replacement, satisfactory to the CHA, the Contractor shall maintain the personnel then assigned to the performance of professional services to the CHA or be in Default.

3.10 No Limitation on CHA's Rights

No provision in this Agreement granting the CHA a right of access to Deliverables and Accounting Records is intended to impair, limit or affect any right of access to such Records which the CHA would have had in the absence of such provisions.

The Contractor covenants that it and its partners (if any), and to its knowledge and as of the date of this Contract, its Contractor has 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 hereunder. Without limiting the foregoing, the Contractor will not participate, directly or indirectly, as a prime, subcontractor, or joint venturer, during the term of this Agreement or thereafter in the preparation of any proposal or bid where Contractor performed any Services for the CHA in recommending, researching, preparing, drafting, or issuing a request for proposals or bid specifications, or reviewing proposals or bids, or performed similar services, nor shall the Contractor enter into any agreement, either individually or through an entity in which it has a controlling interest, with the CHA where the Contractor performed Services

on the project that is the subject of the agreement. The Contractor further covenants that, in the performance of this Agreement no person having any such conflicting interest will be assigned to perform any Services or have access to any Confidential Information.

In addition, Contractor agrees that if the CHA, by the CIO in her reasonable judgment, determines that any of Contractor's services for third parties conflict with the Services Contractor is to render for the CHA under this Agreement, Contractor shall terminate such third party services immediately upon request of the CHA.

3.11 Failure to Comply

If Contractor fails to comply with the above standards, Contractor will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the CHA under this Agreement, at law, or in equity.

3.12 Non-Discrimination

Contractor shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Contractor shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq., (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq., (1990). Illinois Human Rights Act, 775 ILCS 511-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit. 44 s 750 Appendix A; Employment Opportunity Clause, 111. Admin. Tit. 44 s 750 Appendix A; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s.5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.13 MBE/WBE/DBE Participation and Section 3 Requirements

Upon execution of this Agreement and throughout the term hereof, Contractor shall comply with the CHA's MBE/WBE/DBE Minority and Women Disadvantaged Business Enterprise ("MBE/WBE") requirements and the CHA's Section 3 requirements in accordance with the Contractor's MBE/WBE Utilization Plan and Section 3 Utilization Plan, which are attached hereto as Exhibit IV and incorporated by reference set forth herein, and otherwise comply with the CHA's MBE/WBE Policy and Section 3 Policy as may be required.

3.14 Ownership of Documents; Records and Reports

A. All Deliverables, information and data in any form prepared, assembled or encountered

by or provided to Contractor under this Agreement are the property of the CHA. During the performance of its Services, the Contractor shall be responsible for any loss or damage to such Deliverables while in the Contractor's possession and shall restore any lost or damaged Deliverables at the Contractor's sole cost and expense.

B. The Contractor shall maintain its books and records and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with the Contractor's performance under this Agreement. In addition, the Contractor shall keep such books and records in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the CHA, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow audit, inspection, copying and abstracting for at least three (3) years after the final payment is made and all other pending matters are closed in connection with this Agreement.

3.15 Audit Requirement

The CHA retains the right at its sole cost and expense to independently or, through a third party, audit the Contractor's books and records pertaining solely to work performed under this Agreement and disallow any inappropriate billings upon written notice to the Contractor. Any audit under this paragraph shall occur at the Contractor's principal place of business on thirty (30) days prior written notice.

3.16 Subcontracts and Assignments

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

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

3.17 Ownership of Work Product

"Deliverables" shall mean collectively, (a) any equipment and any software product deliverable to CHA from Contractor under this Agreement, and (b) any Work Product.

"Contractor Pre-existing IP" includes any intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Contractor before Contractor performs any work under this Agreement (including but not limited to equipment and software products sold or licensable by Contractor); (ii) that is conceived or developed by such employee or subcontractor of Contractor at any time wholly independently of Contractor performing the work under this Agreement (including

but not limited to equipment and software products sold or licensable by Contractor); (iii) if developed while performing the work under this Agreement, where the development of intellectual property for the benefit of the CHA is not expressly identified as part of the Agreement; (iv) updates, improvements, or configurations to pre-existing products sold or licensable by Contractor and any related documentation where such updates, improvements, or configurations are made in the ordinary course of business to allow such products to interface with any equipment, software, and/or to operate at a site specified by the CHA; and (v) know-how, tools and related documentation owned or licensable by Contractor and used by Contractor to install or commission its products (including equipment and software products sold or licensable by Contractor) for operation at a facility specified by the CHA.

Except for any Contractor Pre-existing IP incorporated therein, Contractor acknowledges that all reports and drawings specifically first prepared for and deliverable to the CHA assembled either in hard copy or on diskette, pursuant to the work contracted for by the CHA (hereinafter, "Work Product") will belong solely to the CHA, upon receipt and payment by CHA, and the Contractor will retain no rights therein, except that Contractor may retain file copies of such Work Product. The Work Product is conclusively deemed by the parties as "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (hereinafter, "the Act"), and the CHA will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist.

To the extent the Work Product does not qualify as "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefore, and other intangible, intellectual property embodied in or pertaining to the Work contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.. Contractor will make no use of the Work Product generated during the course of its work for the CHA during or after the term of this Agreement except to perform the work requested by the CHA.

All Contractor Pre-existing Intellectual Property that may be included in the Deliverables provided to the CHA under this Agreement shall remain Contractor's property including the Contractor Pre-existing Intellectual Property included in the Work Product.

Contractor hereby grants the CHA a royalty-free (once payments due under this Agreement are paid to Contractor), non-transferable, perpetual, nonexclusive license to use any Contractor Pre-existing Intellectual Property solely as incorporated into the Deliverables under this Agreement. Any reuse of such Deliverables for other projects or locations without the written consent of Contractor will be at the CHA's risk and without liability to Contractor; and, the CHA shall indemnify, defend and hold Contractor harmless from any claims, losses or damages arising therefrom.

To the extent that software is a Deliverable under this Agreement, CHA agrees to take delivery of any such software subject to:

- (i) any applicable Contractor or third party end-user license agreement (EULA) accompanying such software, or
- (ii) if no EULA accompanies such software, the EULA posted at _____ (Contractor's EULA web site) for such software used in or with the equipment identified by product model or part number on the Contractor's EULA web site.

Such software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified under this Agreement. In addition, Contractor agrees that it will not do anything contrary to the CHA's ownership in the Work Product. Contractor agrees to cooperate with the CHA in executing all documentation requested by the CHA to enable the CHA to perfect its right in and to the Work Product.

3.18 Patents and Copyrights

Contractor warrants and represents that it has or will have the right, through written agreements with its employees, agents and representatives, to secure for the CHA, the right provided for in this section or the preceding section. Further, in the event Contractor uses any subcontractor, or other third party to perform any of the services contracted for under this Agreement, Contractor agrees to enter into such written agreements with such subcontractor or other third party, and to take such other steps as are or may be required to secure for the CHA the rights provided for in this section or the preceding section.

3.19 Religious Activities

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

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

3.20 Drug-Free Workplace

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

3.21 Force Majeure

Notwithstanding any other provision in this Agreement, the Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligation under the Agreement, including but not limited to, the scope of services set forth hereunder which result from circumstance or causes beyond Contractor's reasonable control, including without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, or any law, order or requirement of any government agency or authority.

3.22 General Conditions for Non-Construction Contracts

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

3.23 CHA Inspector General.

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

ARTICLE IV TERM OF AGREEMENT

4.1 Term of Agreement. This Agreement shall take effect as of _____, 2025 (the "Effective Date"), and shall continue for a term of _____) years from the Effective Date through _____, 202X, (the "Base Term") or until the Services for all statements of work, task items or Work Plans are completed in accordance with their respective terms, or otherwise terminated in accordance with the terms of this Agreement.

In the interests of facilitating an orderly and efficient transition of services and the uninterrupted continuity of maintenance and support coverage without disruption from the system, facilities and services subject to the CHA's prior arrangement(s)/agreement(s) for the existing surveillance camera system, as well as for the integration of any material addition(s) of new CHA sites or locations that were not specifically known, contemplated or identified in the RFP or Schedule P of this Agreement, the Contractor hereby covenants and agrees that it has, reasonably and in good faith, extended and shall extend the same prevailing terms and conditions agreed to herein to any interim period or term prior to the Effective Date of this Agreement to avoid any actual or constructive disruption, lapse or expiration in maintenance and support coverage, and shall likewise extend such prevailing terms and conditions herein to any new site(s) or location(s) that may be added to the CHA's property portfolio for its camera network.

4.2 Time is of the Essence. The Contractor will provide Services within the time limits required under this Agreement. Both parties acknowledge that sometimes deadlines for the Services are dictated by the requirements of agencies or events outside the control of the parties. In consideration of the parties' respective and mutual intentions and interests to commence and complete Services under this Agreement in a timely manner, TIME IS OF THE ESSENCE. Notwithstanding the foregoing, to the extent the parties utilize this contract to implement a construction or installation project, the construction/installation schedule shall control and this paragraph 4.2 shall not apply to the agreed upon construction schedule.

4.3 Extension Option Term(s). The CHA may also elect to exercise up to _____ extension options at the end of the Base Term (hereinafter each an "Option Term"), for which the CHA shall give reasonable advance written notice not later than thirty (30) days prior to the scheduled expiration of the Base Term. Applicable pricing and costs for any Option Term shall be subject to Contractor's Best and Final Proposal, in the event that CHA

exercises such Extension Option(s).

ARTICLE V COMPENSATION

5.1 Compensation.

The CHA shall pay to the Contractor compensation under this Agreement on a blended basis, incorporating fixed monthly maintenance and support fees for the Base Equipment Schedule, as well as certain incremental costs and fees, which may be of a fixed or variable nature. As of the commencement date of this Agreement the Base Equipment Schedule is comprised of approximately _____ cameras, as well as schedule of routers and similar networking equipment represented in Schedule P, which is subject to regular and prompt update by CHA no later than monthly, all of which are collective included as Supported Equipment.

In the contemplation of the Parties' mutual expectations and intentions that the number of network cameras and integral components may increase or otherwise fluctuate from the Base Census, the Parties agree that the Contractor shall submit a Monthly Schedule of Additions/Deletions (Schedule P-1) to the CHA (and the CHA shall promptly review and document its approval or any exceptions or corrections to such Monthly Schedules within Fourteen (14) days of receipt by the CHA), which Monthly Schedules shall reflect the total number of networked cameras added or deleted from the CHA's Base Equipment Schedule. Monthly service costs for maintenance and support shall be adjusted to reflect any additions or deletions effective for such month. Any camera(s) which are added to the network and result in a Camera Census exceeding the Base Census ("Camera Additions") shall be charged and billed at _____.

CHA shall pay to Contractor for the full, complete and satisfactory performance of Services under this Agreement, a not to exceed amount of _____ hereinafter, the "Maximum Amount" or "Total Fees") for the Base Term of the Agreement. Contractor agrees not to provide services under this Agreement which would result in billings beyond the Maximum Amount, and waives any and all claims for payment beyond the Total Fees unless the parties have executed a written amendment to this Agreement authorizing said additional services and the payment therefor. Contractor recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to ensure that the Services defined in Exhibit II are completed within the Maximum Amount.

Contractor shall have no obligation to proceed with and waives any and all claims of payment for work which would result in compensation in excess of the Maximum Amount for performance of the Services, unless such work is authorized by a fully executed amendment to this Agreement.

5.2 Method of Payment

The Contractor shall submit invoices, as agreed to by the Contractor and the CHA, generally upon a monthly basis, which shall be inclusive of regular recurring maintenance and support costs, plus any incremental costs for cameras in service and supported by Contractor on the System during the billing month, which are in excess of the Base Camera Census. Invoices shall

contain a description of the Services rendered and eligible fees. The CHA shall pay each invoice within thirty (30) days of receipt and approval of a properly submitted invoice. The Contractor shall not be entitled to receive payment unless an invoice relating to such payment is first submitted to the CHA. The invoices shall be subject to the review and approval of the CHA. The Contractor shall furnish such supporting documents and additional information as may be required to approve each invoice. The Contractor's invoice shall include the hours and fees for the Services provided. If the CHA objects to all or any portion of any invoices, it shall notify the Contractor of its objection and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA, at its option, may pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion.

5.3 Non-Appropriation

Funding for any work performed pursuant to this Agreement is subject to: (1) availability of federal funds from HUD, and (2) the approval of funding by the CHA's Board of Commissioners. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period during the term of this Agreement, then the CHA may notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted but no sooner than the date of notification of termination.

ARTICLE VI DISPUTES AND RISK

6.1 Disputes

In the event of a dispute between the CHA and Contractor involving this Agreement, the Director of Procurement and Contracts and Contractor will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party may, submit the dispute in writing to CHA's Chief Executive Officer for decision. The Chief Executive Officer shall, render a decision concerning the dispute submitted. Unless Contractor, within ninety (90) days after receipt of the decision, notifies the Chief Executive Officer in writing that it takes exception to the decision of the Chief Executive Officer, the decision of the Chief Executive Officer shall be final and binding. Provided Contractor has given the notice within the time stated above, then the decision of the Chief Executive Officer for the CHA shall not be final, but the dispute shall be determined on the merits by a court of competent jurisdiction which shall be located according the terms Section 9.8.

6.2 Insurance.

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

subcontractor, joint ventures, partners, agents, officers or employees. Contractor shall maintain the insurance levels defined herein. If the CHA requires additional insurance for a specific Work Order, it shall set forth its requirements in the applicable Work Order and Contractor shall comply with those requirements.

(a) Workers Compensation and Occupational Disease Insurance Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois along with Employer's Liability in an amount of not less than _____.

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

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

(c) Automobile Liability Insurance. When any motor vehicles are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

(d) Professional Liability. Professional Liability insurance covering acts, errors or omissions of your product or work including representations/warranties to this contract, shall be maintained with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage extensions shall include Blanket Contractual Liability and Internet presented issues including but not limited to: Loss of Data, Theft of Intellectual Property, Transmission of Computer Viruses, Disruption of Service attacks, etc. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, the start of Services under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(e) Umbrella Liability. Coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

6.3 Related Requirements. Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of this Agreement.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO CONTRACTOR COMMENCING WORK UNDER THIS AGREEMENT AT THE DESIGNATED CHA LOCATIONS.

The Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts Department, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverages to be in force on the Effective Date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if coverages have an expiration or renewal date occurring during the term of this Agreement or extensions thereof. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements.

Contractor shall require all subcontractors to carry the insurance required herein or Contractor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above. Evidence of such coverage must be submitted to CHA.

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

6.4 Indemnification.

Contractor agrees to defend, indemnify and hold the CHA its officers, officials, employees and agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including reasonable attorney fees) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, **"Claims"**) to the extent arising out of or resulting from Contractor's, its agents', employees' and subcontractors' negligent or willful misconduct during the performance of the Services under this Agreement, and/or the negligent or willful acts or omissions of Contractor, its agents, employees and subcontractors, including but not limited to, the enforcement of this indemnification provision which results in personal injury or property damage. In addition, Contractor shall indemnify CHA from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of any claim that a Service or Deliverable provided by Contractor, when used in conformity with Contractor's instructions and documentation, infringes a U.S. patent, copyright or other proprietary right or violates a trade secret of any person or entity under U.S. law. If any Service or Deliverable is determined by a court of competent jurisdiction to be infringing or a violation, or in Contractor's opinion is likely to become the subject of a claim of infringement or violation, Contractor may, at its option, procure for CHA the right to continue using the Service or Deliverable, or replace or modify the Service or Deliverable so it is not infringing or a violation. If Contractor cannot secure these remedies on reasonable terms and if CHA must discontinue use of any Service or Deliverable, Contractor will refund a portion of the fees paid for the infringing or violating Service or Deliverable.

The foregoing indemnity shall not apply to any infringement claim or claim of violation to the extent arising from (i) a Service or Deliverable that has been modified by any party other than Contractor; (ii) CHA's use of a Service or Deliverable in conjunction with the products or services of parties other than Contractor where such use gives rise to the infringement or violation claim; (iii) CHA's use of a Service or Deliverable after written notice to CHA to cease such use; (iv) a Service or Deliverable not used in accordance with Contractor's instructions and specifications; (v) CHA's

use of other than the current release of a Service or Deliverable if such claim would have been avoided by the use of the current release provided by Contractor; (vi) CHA's use of a Service or Deliverable with services or products not provided by Contractor; or (vii) Contractor's compliance with any design, specification or instruction of CHA.

This Section sets forth CHA's sole and exclusive remedies for infringement or violation. Services and Deliverables do not include any third party services, products or materials, whether or not supplied by Contractor. Contractor's obligations are expressly conditions upon the following: (1) that CHA shall promptly notify Contractor in writing; (2) that Contractor shall have control of the defense or settlement; (3) that CHA shall cooperate with Contractor in a reasonable way to facilitate the settlement or defense. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

Contractor shall have the right and obligation to conduct and control the defense of any Claim for which the CHA is entitled to indemnification hereunder, provided however, the CHA shall have the right, at its option, to engage separate counsel to monitor the defense of any suit, without relieving Contractor of any of its obligations under this indemnity provision. Contractor expressly understands and agrees that the requirements set forth in this indemnity to defend, indemnify and hold the CHA harmless are separate from and not limited by Contractor's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

ARTICLE VII EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

7.1 Events of Default Defined.

Each of the following shall constitute an event of default:

- (a) Any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the CHA.
- (b) Contractor's failure to perform any of its obligations in all material respects under this Agreement including, but not limited to, the following:
 - (i) Inability to perform the Services satisfactorily in accordance with the performance standards or as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors; and
 - (ii) Failure to comply in all material respects with any term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination.

7.2 Remedies.

Upon the occurrence of any event of default which Contractor fails to cure within

thirty (30) calendar days after receipt of notice given by the CHA in accordance with the terms of this Agreement, the CHA may declare Contractor in default and invoke any or all of the following remedies:

- (a) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the CHA.
- (b) Pursue any and all remedies, legal and/or equitable, available to the CHA.
- (c) The right to withhold all or any part of Contractor's compensation hereunder.
- (d) The right to deem Contractor non-responsible in future contracts to be awarded the CHA.

The remedies under this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies existing now or hereafter, at law, in equity or by statute. The CHA's failure to exercise any right or remedy shall not be construed as a waiver of any event of default or acquiescence thereto.

7.3 Termination for Convenience.

Notwithstanding the foregoing, the CHA may terminate the Services to be performed under this Agreement for convenience at any time by giving thirty (30) days' advance notice, in writing, to the Contractor when the Agreement may be deemed to be no longer in the best interest of the CHA. Contractor shall continue to render the Services until the effective date of termination. No costs incurred by Contractor after the effective date of the termination shall be allowed. In the event that CHA terminate for convenience, it shall be liable to Contractor for all costs incurred by Contractor resulting from CHA's termination, including reasonable overhead and profit.

7.4 Suspension.

The CHA may request at any time that Contractor suspend its Services or any part thereof by giving ten (10) business days prior written notice to Contractor or upon no notice in the event of emergency. Contractor shall promptly resume performance of such Services under the same terms and conditions as stated herein when requested to do so by the CHA. CHA shall be responsible for all extra charges incurred by Contractor related to the stoppage of Services.

7.5 No Damages for Delay/Contractor Termination for CHA Default.

Contractor may terminate this Agreement upon CHA's default which remains uncured for thirty (30) days from receipt of written notice specifying the default.

ARTICLE VIII WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

8.1 Warranties and Representations.

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

- (a) That it is financially solvent and that it and each of its employees, agents or subcontractors of any tier are competent to perform the Services required under this Agreement.
- (b) That no officer, agent or employee of the CHA is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder, except as may be permitted in writing by the CHA and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Contractor to any employee of the CHA as an inducement for the award of this Agreement; and Contractor further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA.
- (c) That Contractor and its subcontractors are not in default at the time of the execution of this Agreement, or deemed by the CHA's Director of Procurement and Contracts Department to have, within the last five (5) years been found to be in default on any contract awarded by the CHA.
- (d) That Contractor shall not knowingly use the services of any ineligible contractor for any purpose in the performance of the Services under this Agreement.
- (e) That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor.
- (f) That Contractor and, to its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(2) and other Federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E1 et seq. (1989), as amended; and CHA's Ethics Policy (attached).
- (g) That Contractor has disclosed any and all relevant information to the CHA and Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.
- (h) That Contractor is a duly organized and validly existing corporation under the laws of the State of Delaware, or is otherwise lawfully authorized to do business within the State of Illinois and has and will continue to have at all times during the term of this Agreement all licenses necessary to render the Services required hereunder.
- (i) That Contractor has the power and authority to enter into and perform obligations under this Agreement, and that this Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of Contractor.

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

8.2 Joint and Several Liability

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

8.3 Conflict(s) of Interest.

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

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

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR §85.36(b)(3) (or any revised, updated or successor publication(s) or regulation(s) thereto), no person who is an employee, agent, contractor, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to CHA or HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such CHA and HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties during his or her tenure or for one (1) year thereafter.

(b) Furthermore, Contractor 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. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 f (1989), as amended.

8.4 Contractor Materials.

CHA acknowledges that Contractor is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Contractor will retain all right, title, and interest in and to all Contractor Materials. "Contractor Materials" means all discoveries, concepts, and ideas, whether or not registrable under patent, copyright, or similar statutes, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know-how, that Contractor, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Contractor's duty of confidentiality to CHA or the use of any CHA resources. If Contractor Materials are included in any Work Products, Contractor will grant CHA a perpetual, irrevocable, nonexclusive, worldwide, royalty-free license to use, execute, reproduce, display, perform, distribute internally, and prepare for internal use "derivative works" as defined in the Copyright Act, 17 U.S.C. §101, based upon the Contractor Materials, solely in conjunction with the Work Products. Contractor's grant to CHA of any interest in the Services and Work Products is effective only upon CHA's payment of all fees and charges invoiced by Contractor.

8.5 Subcontracts and Assignments. Unless otherwise provided for herein, or previously disclosed in Contractor's Proposal, Contractor shall not subcontract, assign or otherwise delegate all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA. Any attempted subcontract, assignment or delegation shall be void and of no legal effect.

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

8.6 Business Documents.

To the extent applicable, Contractor shall provide copies of its latest articles of incorporation and other corporate documents of public record and evidence of its authority to conduct business in the State of Illinois including, without limitation, registrations of assumed names.

8.7 Independent Contractor.

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

be entitled to receive any employment benefits offered to employees of the CHA including workers' compensation insurance coverage. Company shall not exercise control over Contractor.

8.8 MBE/WBE Participation and Section 3 Requirements.

Contractor agrees to comply with the CHA's MBE/WBE (Minority and Women Business Enterprises) Policy. In addition, Contractor shall comply with CHA's Section 3 Policy. Prior to issuance of the Notice to Proceed, the Contractor shall state the degree of MBE/WBE participation and level of commitment to CHA's Section 3 Policy and thereafter, throughout the term of this Contract, fulfill the stated levels of participation and commitment.

ARTICLE IX GENERAL CONDITIONS

9.1 Entire Agreement.

This Agreement, comprised of this Agreement and the Exhibit(s) attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. Any inconsistency between this Agreement, an Exhibit, or any supplemental agreements, shall be decided in this order of precedence: (i) the Professional Services Agreement; (ii) the RFP; (iii) Exhibit B, and all acceptance forms; (iv) Exhibit A; and (v) any supplemental agreements in writing. Notwithstanding the foregoing, the parties shall in all instances mutually agree and endeavor to construe, read and apply the terms and conditions of this Agreement (specifically the provisions of Article II) in a manner and fashion which is consistent with the Proposal (specifically including Section 3.4 – Advantage Services Terms and Conditions. In the event of a direct and irreconcilable conflict between such terms, the Professional Services Agreement shall prevail.

9.2 Counterparts.

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

9.3 Amendments.

No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and by the Chief Executive Officer of the CHA or his designated representative. Neither party shall incur liability for additional Services without a written and signed amendment to this Agreement pursuant to this Section. Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was granted.

9.4 Non-Discrimination Requirements.

Contractor shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Contractor shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq., (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq., (1990). Illinois Human Rights Act, 775 ILCS 511-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit.44 s 750 Appendix A; Employment Opportunity Clause, 111. Admin. Tit. 44 s 750 Appendix A; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

9.5 Compliance with HUD Regulations.

Contractor shall comply with all the provisions of HUD regulations, and other applicable federal, state and local laws, ordinances and executive orders including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. § 1857(h) et seq.); Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended; Executive Order 11246, as amended by Executive Orders 12086 and 11375; Executive Order 12372; Executive Order 11738; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); and Debarment and Suspension (Executive Orders 12549 and 12689); Environmental Protection Agency regulators (40 C.F.R. part 15); and Energy Policy and Conservation Act (Pub. L. 94-163).

9.6 Religious Activities.

In connection with this Agreement, Contractor agrees that:

(a) Contractor shall not discriminate against any person on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion; and

(b) Contractor shall not discriminate against any person on the basis of religion when rendering the services hereunder and shall not limit such services or give preference to

persons on the basis of religion.

9.7 Drug-Free Workplace.

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

9.8 Governing Law & Interpretation.

This Agreement shall be governed as to performance and interpretation in accordance with Federal Laws and the laws of the State of Illinois. Contractor hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If Contractor brings any action against the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

9.9 Severability.

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

9.10 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors.

9.11 Waiver.

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

9.12 Force Majeure.

If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, criminal acts, acts of the public enemy, acts of government in a sovereign or contractual capacity, acts of war or terrorism, or acts of God or nature, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than sixty (60) days, either party may terminate an affected SOW or Work Plan upon written notice to the other party and CHA will pay Contractor for all work performed, Deliverables created through the effective date of termination.

9.13 CHA Inspector General

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

9.14. CHA Minimum Wage Policy

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

ARTICLE X COMMUNICATION AND NOTICES

10.1 Communication Between the Parties.

All communication by Contractor (excluding Notices under this Agreement) shall be with the CHA Project Manager on behalf of the CIO. All Deliverables required to be submitted under this Agreement shall be sent to the CHA Project Manager (Security and Safety Department), Chicago Housing Authority, 60 East Van Buren, Chicago IL 60605. No verbal communication between the parties shall change any of the terms and conditions of this Agreement.

Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the

Federal Rules of Civil procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

10.2 Notices.

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

With copy to:

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

Director of Procurement Contracts
Chicago Housing Authority
60 East Van Buren
Chicago, Illinois 60605

With a Copy to:

Chicago Housing Authority
Office of the General Counsel
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attn.: General Counsel

ARTICLE XI

AUTHORITY

11.1 CHA's Authority.

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

11.2 Contractor's Authority.

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors and the signature(s) of each person signing on behalf of Contractor, have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement.

CONTRACT NO. _____

SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE

CONTRACT NO. _____

IN WITNESS WHEREOF, the Chicago Housing Authority and Contractor have executed this Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY

CONTRACTOR

By: _____

By: _____

Deputy Chief, Procurement and Contracts

Date: _____

APPROVED AS TO FORM BY:

Chicago Housing Authority

Office of General Counsel

By: _____

Title: _____

Date: _____

EXHIBIT 1
RFP Event No.

EXHIBIT A
(Contractor's Proposal(s) and Fee Form(s))

CONTRACT NO.

EXHIBIT B

STATEMENT OF WORK

CONTRACT NO.

EXHIBIT C

Contractor's Utilization Plan