

PARTICIPATION AGREEMENT
BETWEEN
CHICAGO HOUSING AUTHORITY
AND
INSIGHT PUBLIC SECTOR, INC.

This Participation Agreement ("**Agreement**") is made and entered into effective as of the) 15th day of March, 2025 ("**Effective Date**"), by and between the Chicago Housing Authority (hereinafter referred to as the "**Customer**" or "**CHA**"), and Insight Public Sector, Inc., an Illinois Corporation authorized to conduct business within the State of Illinois with headquarters at 2701 East Insight Way, Chandler, AZ 85286 (hereinafter referred to as "**Insight**" or "**Vendor**").

W I T N E S S E T H:

WHEREAS, on or about August 26, 2022, Cobb County, Georgia, acting by and through its Purchasing Department (hereinafter "CCG"), pursuant to an open and competitive solicitation, BID/PROJECT NUMBER: 23-6692 – Request for Proposals (Technology Product Solutions and Related Services), selected one or more awardees under the solicitation, and awarded a contract to Insight, specifically that certain Technology Product Solutions and Related Services Agreement (CCG Contract #23-6692-03, effective May 1, 2023), as originally executed and at any time thereafter amended or supplemented by CCG and Insight (the "Master Agreement", incorporated herein by reference as Attachment A), authorizing Insight to supply, deliver, maintain, support and provide technology products and other related services and amenities in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, the **CHA**, in reliance upon the local government agency participation rights available and in effect under the Master Agreement, sought authorization and approval from CCG through its agent(s) and/or partner organization(s) to participate in the Master Agreement, which was approved by CCG in its communications to CHA on or about 3/11, 2025, and incorporated herein by reference as Attachment B; and

WHEREAS, the CHA and the Vendor desire to enter into this Agreement to facilitate the supply, delivery, maintenance, support and provide technology products and other related services and amenities to the Customer upon the same generally-prevailing terms, conditions and prices as established in the Master Agreement, except as specifically modified by the terms herein;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT.

The purpose of this Agreement is to allow and enable the Customer to obtain technology products, equipment, software, devices and other integrally-related services and other amenities (collectively, the "Services") from Vendor upon the regular and prevailing terms and conditions set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including any and all subsequent amendments thereto.

As required under the Master Agreement, this Agreement shall have no effect (adverse or otherwise) upon the validity, duration or operation of the Master Agreement as between Insight and CCG. Furthermore, to fully effectuate the independent performance, operation and administration of this Agreement as a wholly separate agreement from the Master Agreement, this Agreement shall be construed by the Customer and the Vendor, and by any court, tribunal or other entity charged with enforcement or interpretation of this Agreement, harmoniously with the Master Agreement to the fullest extent practicable and with the stated intention of Customer and the Vendor that the each shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

All rights and duties generally applicable to or reserved to CCG under the Master Agreement shall likewise be vested in the Customer for purposes of this Agreement. Furthermore, all rights and duties generally applicable to or reserved to the Vendor under the Master Agreement shall likewise be vested in the Vendor for purposes of this Agreement. Additionally, any material clause or

provision set forth in the Master Agreement which has an analogous or equivalent term or provision under law or regulation that would apply to the parties to this Agreement, the equivalent law or provision shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law or regulation referenced in the Master Agreement.

2. **TERM AND COMPENSATION.**

The Initial Term of this Agreement shall run coterminously with the Master Agreement and is for the period commencing from the Effective Date set forth above through April 30, 2026, or until the Services to be provided under this Agreement are fully completed and accepted, whichever occurs last. Provided however, that no extension or amendment of the Agreement shall be effected or construed to occur by operation of automatic renewal. The CHA shall have the right to renew the Agreement in a writing jointly executed by both CHA and Vendor through their respective and duly-authorized officers, subject to compliance with applicable laws, rules, regulations or other applicable requirements, for any option or extension term(s) otherwise available to and exercised by CCG under the Master Agreement, and effected in accordance with the terms of the Master Agreement, which Amendment shall be upon the same prevailing terms and conditions as were in effect as of the expiration of the prior term, except to the extent that pricing for such renewal term has been actually or effectively amended, whether pursuant to the Master Agreement, or pursuant to a pricing amendment mutually agreed to in writing by the CHA and the Vendor for such extension term, which shall be no less favorable than any equivalent pricing that may then be in effect under the Master Agreement.

In consideration of the Vendor's performance and provision of the Services, supplies and other related activities herein during the Initial Term of the Agreement, the CHA shall pay the Vendor compensation in the total not-to-exceed amount of Three Hundred Thousand Dollars and 00/100 (\$300,000.00) (hereinafter the "Total Compensation").

The Vendor agrees not to perform and waives any and all claims for payment of Services, supplies, work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount is the only compensation provided for in this Agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said additional compensation, supplies or services. The Vendor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the Total Compensation amount.

3. **NOTICES.**

All notices, requests, demands and other communications under this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer:	Chicago Housing Authority 60 E. Van Buren Street, 12th Floor Chicago, IL 60605 Attn: Chief Executive Officer
--------------	---

with a copy to:	Chicago Housing Authority 60 E. Van Buren Street, 12th Floor Chicago, IL 60605 Attn: Chief Legal Officer
-----------------	---

To Vendor:	Insight Public Sector, Inc. 2701 East Insight Way Chandler, AZ 85286 Attn: SLED Compliance
------------	---

4. TERMINATION FOR CONVENIENCE.

Either party may terminate this Agreement for convenience by providing the other party thirty (30) days prior written notice or as otherwise available under the terms of the Master Agreement.

5. INSURANCE AND INVOICES.

Vendor and the CHA agree that Vendor's insurance obligations under the Master Agreement shall apply to this Agreement, and that the CHA shall be named as an "additional insured" to that same extent that the CCG is so designated in the Master Agreement. Any and all invoices, fees or charges shall be subject to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)

6. GOVERNING LAW.

Notwithstanding the terms defining the governing law of the Master Agreement, this Agreement shall be interpreted and construed by the parties, as well as any court, tribunal, arbitrator or other finder of fact and law responsible for interpretation or enforcement of the Agreement under any dispute, action or claim between the parties in accordance with the laws of the State of Illinois, without reference or regard to its choice of law provisions.

7. MBE/WBE/DBE PARTICIPATION/COMPLIANCE.

Vendor and the CHA agree that Vendor's MBE/WBE/DBE obligations under the Master Agreement shall apply to this Agreement, and that the Vendor's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit 1 and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Agreement. This Section 7 shall not be applied, interpreted or construed to be in excess of or in conflict with Vendor's participation and compliance obligations under the Master Agreement.

8. BUSINESS DOCUMENTS AND CERTIFICATIONS.

In addition to Vendor's submission(s), attestation(s) and certification(s) previously incorporated into the Master Agreement, Vendor has provided to the Customer various documentation, certifications and representations, including without limitation, evidence of its authority to conduct business in the State of Illinois, such as registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. Vendor's Affidavit and Vendor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C), as well as its Contractor's Affidavit, which are collectively attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, Customer and Vendor have executed this Contract on the Effective Date.

INSIGHT PUBLIC SECTOR, INC.

By: Lisanne Steinheiser
 Name: Lisanne Steinheiser
 Title: Global Compliance Officer
 Date: 5/2/2025

CHICAGO HOUSING AUTHORITY

By: Sheila Johnson
 Name: Sheila Johnson
 Title: Deputy Chief Legal Officer
 Date: 05/08/2025

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

Elizabeth Silas
 Elizabeth Silas (May 8, 2025 17:41 CDT)

By: Elizabeth Silas
 Title: Acting Chief Legal Officer