

GSA PARTICIPATION AGREEMENT

**BETWEEN
CHICAGO HOUSING AUTHORITY
AND
SIEMENS INDUSTRY, INC.**

This Participation Agreement (the "**Contract**") is made and entered into effective as of the 1ST day of February, 2025 (the "**Effective Date**"), by and between Chicago Housing Authority (hereinafter referred to as the "**Customer**" or "**CHA**"), and Siemens Industry, Inc., a Delaware Corporation with offices at 1000 Deerfield Parkway, Buffalo Grove, IL 60089 (hereinafter referred to as "**Siemens**" or the "**Vendor**").

W I T N E S S E T H:

WHEREAS, the United States General Services Administration ("GSA" or the "Lead Agency") has authority and exercises powers to solicit and procure various goods, services and related benefits and amenities through various federal contract methods, vehicles and schedules, specifically including the procurement of technology goods and services nominally under GSA Schedule 70, Information Technology and Consolidated Schedule contracts containing IT SINs, which are available to various federal agencies and offices, as well as to certain other governmental or federally-funded or -supported entities, grantees or subgrantees.

WHEREAS, on or about September 30, 2019, GSA issued an open and competitive solicitation for various information technology products and services, in response to which Siemens submitted its proposal(s) that was accepted for award under GSA's Multiple Award Schedule Program, and GSA awarded Siemens Contract **GS-07F-217CA** for camera, surveillance, security and network technologies, goods and services in accordance with terms and conditions set forth in the GSA Master Agreement (defined below). Contract **GS-07F-217CA** includes and incorporates various supporting documentation, disclosures, schedules, and other incorporated content (all comprising the "**GSA Master Agreement**", collectively incorporated herein as Exhibit A); and

WHEREAS, pursuant to Resolution No. 2024-CHA-53 of the Board of Commissioners of the Chicago Housing Authority, dated November 19, 2024, the CHA and Siemens desire to enter into this Contract to facilitate the provision of surveillance and security camera technologies, systems, software, equipment and other network infrastructure and services, including supplies, installation, maintenance, repair, upgrade, replacement and support thereof, as well as other integrally-related services and amenities, by Siemens to the CHA (hereinafter, collectively referred to as the "**Services**"), upon the same generally prevailing terms, conditions and prices as established in the GSA 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 GSA MASTER AGREEMENT (GS-07F-217CA).

The purpose of this Contract is to facilitate and allow the Customer to obtain and receive the Services from Siemens at the prices, rates and other preferential terms and conditions set forth in the GSA Master Agreement. To that end, the GSA Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all duly-authorized and -executed subsequent amendments or supplements thereto. To the extent any terms and conditions set forth in the GSA Master Agreement conflict with any terms and conditions of this Contract, the terms of this Contract shall prevail.

This Contract shall have no effect (adverse or otherwise) upon the validity, duration, or operation of the GSA Master Agreement as between the Vendor and the Lead Agency or any other agencies or entities utilizing the services, benefits, or amenities available pursuant to the GSA Master Agreement. Furthermore, to fully effectuate the independent performance, operation, and administration of this Contract as a wholly separate agreement from the GSA Master Agreement, this Contract shall be construed by the Customer and Siemens, and by any court, tribunal, or other entity charged with enforcement or interpretation of this Contract, harmoniously with the GSA Master Agreement to the fullest extent practicable and with the mutual stated intention of Customer and Siemens that 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 the Lead Agency under the GSA Master Agreement shall likewise be vested in the Customer for purposes of this Contract. Furthermore, all rights and duties generally applicable to or reserved to Siemens under the GSA Master Agreement shall likewise be vested in Siemens for purposes of this Contract. Additionally, any material clause or provision set forth in the GSA Master Agreement which has an analogous or equivalent term or provision under law(s) or regulation(s) that would apply to the parties to this Contract, 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 GSA Master Agreement.

2. TERM, COMPENSATION AND OPTION.

The term of this Contract is for the one-year period commencing on the Effective Date set forth above through January 31, 2026 (the "Initial Term"), effectively running contemporaneously with the GSA Master Agreement, or until the Services to be provided under this Contract are fully completed and accepted, whichever occurs first.

In consideration of Siemens' performance and provision of the Services herein, the CHA shall pay the Vendor compensation in the total not-to-exceed amount of Three Million Five Hundred Fourteen Thousand Three Hundred Thirty Three and 00/100 Dollars (\$3,514,333.00) (hereinafter the "**Total Compensation**"), which Total Compensation is inclusive of a base contract compensation of Three Million Fifty Five Thousand Nine Hundred Forty Two and 00/100 Dollars (\$3,055,942.00), plus a project contingency in the amount of Four Hundred Fifty Eight Thousand Three Hundred Ninety One and 00/100 Dollars (\$458,391.00). Pricing for Services, shall be subject to the same established pricing, selection, discounts, rebates, and other pricing terms established in the GSA Master Agreement, inclusive of applicable pricing schedules or tables.

The Vendor agrees not to perform and waives any and all claims for payment of Services, goods, deliveries, 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 Contract and there will be no additional, costs, fees, or other type of profit allowable or paid under this Contract without an express written amendment to this Contract 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. Pursuant to Resolution No. 2024-CHA-53, the CHA reserves the right to exercise a one-year option to extend the Contract from the expiration of the Initial Term, for additional compensation not-to-exceed Three Million Seven Hundred Seven Thousand Six Hundred Twenty Two and 00/100 Dollars (\$3,707,622.00).

3. **NOTICES.**

All notices, requests, demands and other communications under this Contract 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 Siemens: Siemens Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove, IL 60089
GSA Contact: Beverly Lester
Title: Sr Government Contracts Manager
Phone: 571-379-1092
Fax: 703-483-2100
Email: beverly.lester@siemensgovt.com

with a copy to: _____

4. **TERMINATION FOR CONVENIENCE.**

Either party may terminate this Contract for convenience by providing the other party thirty (30) days prior written notice.

5. **INSURANCE.**

Siemens and the CHA agree that Siemens' insurance obligations under the GSA Master Agreement shall apply to this Contract, and that the CHA shall be named as an "additional insured" to that same extent that the any customer of record or lead agency is so designated in the GSA Master Agreement.

6. **EQUAL EMPLOYMENT OPPORTUNITY.**

Reserved.

7. **MBE/WBE/DBE PARTICIPATION/COMPLIANCE.**

Siemens and the CHA agree that Siemens' MBE/WBE/DBE obligations (to the extent they are defined and/or set forth) under the GSA Master Agreement shall apply to this Contract, and that Siemens' MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit B and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Contract. This Section 7 shall not be applied, interpreted, or construed to be in excess of or in conflict with Siemens' participation and compliance obligations under the GSA Master Agreement, if any.

8. BUSINESS DOCUMENTS AND CERTIFICATIONS.

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

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

SIEMENS INDUSTRY, INC.

By: Ryan Mai
 Name: Ryan Mai
 Title: Head of Area Success Management
 Date: _____

Dirk Glaser
 Electronically signed by: Dirk Glaser
 Date: Jan 27, 2025 14:48 PST
 Dirk Glaser-Head of Finance, ASM

CHICAGO HOUSING AUTHORITY

By: Sheila Johnson
 Name: Sheila Johnson
 Title: Deputy Chief Procurement Officer
 Date: 01/30/2025

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

Elizabeth Silas
 Elizabeth Silas (Jan 30, 2025 12:33 CST)

By: Elizabeth Silas
 Title: Acting Chief Legal Officer

Approved By Legal

Digitally signed
 by Arian Golab
 Date: 2025.01.27
 10:19:06 -05'00'