

PARTICIPATION AGREEMENT
BETWEEN
CHICAGO HOUSING AUTHORITY
AND
CANON SOLUTIONS AMERICA, INC.

This Participation Agreement ("**Agreement**") is made and entered into effective as of the 23rd day of May, 2023 ("**Effective Date**"), by and between the Chicago Housing Authority (hereinafter referred to as the "**Customer**" or "**CHA**"), and Canon Solutions America, Inc., a New York Corporation authorized to conduct business within the State of Illinois with headquarters at One Canon Park, Melville, NY 11747 and local corporate offices located at 225 W. Washington St, Suite 600, Chicago, IL. 60606 (hereinafter referred to as "**Canon**" or "**Vendor**").

WITNESSETH:

WHEREAS, on or about June 2, 2021, the City of Chicago, acting by and through its Department of Assets Information and Services (hereinafter the "**COC**"), pursuant to an open and competitive solicitation, RFP Solicitation #7367 – Specification Number 1097939 (Request for Proposal for Multi-Function Devices (MFD), Printers, and Related Services for the City of Chicago), awarded a contract to and executed with Canon that certain Professional Services Agreement for Multi-Function Devices, Printers and Related Services (COC Contract No.: 157717), as originally executed and at any time thereafter amended or supplemented by COC and Canon (the "**Master Agreement**", incorporated herein by reference as Attachment A), authorizing Canon to supply, deliver, maintain, support and provide other related services and amenities for multi-function devices and printers (including photocopiers and other reprographic devices and equipment) 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 (Section 3.1.4.12 – Participation by Other Government Agencies), sought authorization and approval from the COC to participate in the Master Agreement, which was approved by the COC in its communications to CHA on or about June 9, 2022, and incorporated herein by reference as Attachment B;

WHEREAS, the CHA and the Vendor desire to enter into this Agreement to facilitate the supply, delivery, maintenance, support and other related services and amenities for multi-function devices and printers 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; and

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 MFD devices, printers, equipment and other integrally related services and other amenities 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 Canon and the COC. 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 they 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 COC 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 is for the period commencing from the Effective Date set forth above through May 31, 2026, or until the Services to be provided under this Agreement are fully completed and accepted, whichever occurs last. Notwithstanding anything to the contrary in this Agreement or the Master Agreement, each schedule shall be for its identified initial term, which initial term shall be non-cancelable.

In consideration of the Vendor's performance and provision of the Services, supplies and other related activities herein, the CHA shall pay the Vendor compensation in the total not-to-exceed amount of Four Hundred Ninety-Seven Thousand One Hundred Sixty Four Dollars and 00/100 (\$497,164.00) (hereinafter the "Total Compensation").

The Vendor agrees not to perform and waives any and all claims for payment of 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: Canon Solutions America, Inc.
15004 Collections Center
Drive Chicago, Illinois 60693

with a copy to:

4. TERMINATION FOR CONVENIENCE.

Either party may terminate this Agreement for convenience with respect to future orders by providing the other party thirty (30) days prior written notice.

5. INSURANCE.

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 COC is so designated in the Master Agreement.

6. EQUAL EMPLOYMENT OPPORTUNITY.

Reserved.

7. MBE/WBE/DBE PARTICIPATION/COMPLIANCE.

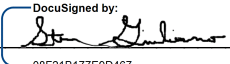
Vendor and the CHA agree that Vendor's MBE/WBE/DBE obligations under the Master Agreement shall apply to this Agreement, and that the Vendor's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit C and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance 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.

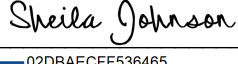
Vendor has provided to the Customer various documentation, certifications and representations, including without limitation, evidence of its authority to conduct business in the State of Illinois, such as registrations of assumed names or limited partnerships and certifications of good standing with 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 5369C), as well as its Contractor's Affidavit, which are collectively attached hereto as Exhibit D and incorporated by reference as if fully set forth herein.

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

CANON SOLUTIONS AMERICA, INC. –

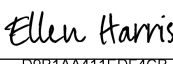
By: 
Name: Steven Giuliano
Title: SVP, Finance, Accounting & GA
Date: 06/05/2023 | 7:06 AM PDT

CHICAGO HOUSING AUTHORITY

By: 
Name: Sheila Johnson
Title: Deputy Chief Procurement Officer
Date: 6/21/2023



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

By: 
Title: General Counsel