

Exhibit C – NYCHA Conditions, Terms and Limitations

Capitalized terms used but not defined in this **Exhibit C** shall have the meanings ascribed to them in the Electric Vehicle Charging Solicitation.

Responses submitted under the Electric Vehicle Charging Solicitation (the “Program”) are subject to the specific conditions, terms, and limitations stated below:

1. Responses submitted shall be deemed to incorporate all of the terms and conditions contained in the Response Requirements and these Conditions, Terms, and Limitations. Respondents will be deemed to have consented to such terms by submitting a Response.
2. The parking spaces within NYCHA parking facilities and other areas of the Development necessary for the installation of EV chargers (the “Sites”) will be leased in "as-is" condition and NYCHA requires the Project Developer to assume the obligation to remediate any environmental contamination, indemnify NYCHA and NYCHA’s agents, officers, board members, employees, affiliates, successors and assigns (collectively, and individually, the “NYCHA Indemnified Parties”) for any claims that may be made against such NYCHA Indemnified Parties, and release the NYCHA Indemnified Parties from any claims that the Project Developer or its affiliates may have in the future arising out of the condition of the Sites or the Project Developer’s operations thereupon. NYCHA, or any of its respective officers, agents, and employees, make no representation whatsoever as to the physical condition of the Sites or their suitability for any specific use. All due diligence is the responsibility of the Respondent and Respondents are urged to satisfy themselves with respect to the condition of the Sites, the information contained herein, and all limitations or other arrangements affecting the Sites. NYCHA will not be responsible for any injury or damage arising out of or occurring during any visit to the Sites.
3. It is the Respondent’s responsibility to determine whether the Project is subject to New York City Real Property Taxes and charges or any other federal, state or local taxes or charges. Under no conditions shall NYCHA be responsible for any such taxes or charges arising from the Project(s), with the sole responsibility of such taxes and charges being that of the Respondent. NYCHA makes no representations as to the availability of tax benefits under any programs. It is the sole responsibility of the Respondent to determine whether the Sites are eligible for tax benefits, if any, and to apply for such benefits, if applicable.
4. The Respondent’s proposed Project (the Response) shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, the New York City Building Code, and all other applicable laws, regulations, and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time.
5. Valid permits and approvals, as required by City, State, and Federal agencies, shall be obtained by the Project Developers prior to commencing work.

6. NYCHA will lease the Sites pursuant to approval from NYCHA, HUD, and any applicable government authority and all documentation, including, but not limited to, the Lease, shall be in form and substance satisfactory to NYCHA.

7. A Response to the Solicitation or a Respondent on the QPL may be rejected if it or, if the Respondent is a business entity, any of its shareholders, officers, directors, partners, or members (“Principals”) is determined, in NYCHA’s sole discretion, to be within a category of persons or entities with whom or which the City or NYCHA will not generally do business. The Project Developer and all officers and Principals will be subject to investigation by NYCHA and the City’s Department of Investigation. Any designation may be revoked in NYCHA’s sole discretion in the event any derogatory information is revealed by such investigation. Project Developers are required to complete their profile in PASSPort. See **Exhibit D**, Expectations for Projects, in the Solicitation Procedures for more information.

8. No commission for brokerage or any other fee or compensation shall be due or payable by NYCHA, and the submission of a Response will constitute the Respondent’s undertaking to indemnify and hold the NYCHA Indemnified Parties harmless from and against any such claim for any such fee or compensation based upon, arising out of, or in connection with any action taken by the Respondent, the selection of the Respondent’s submission and invitation to the Respondent to respond to the Program, or the conditional selection of a Respondent pursuant to the Program.

9. The Respondent will not engage in any scheme or practice that seeks to solicit, pay, or receive as payment, or to deliver to anyone, any sum or thing of value (including, without limitation, the performance of any service) that may constitute or be construed as a bribe, kick-back, or other inducement that in any manner may prejudice NYCHA’s interests or compromise the duty owed by anyone to NYCHA.

10. NYCHA is not obligated to pay, nor shall NYCHA in fact pay, any costs or losses incurred by any Respondent at any time, including any costs incurred by the Respondent in connection with the Respondent’s Response.

11. The Project Developer, and in the event that the Project Developer is a joint venture, each member of that joint venture, jointly and severally, shall forever defend, indemnify, and hold harmless the NYCHA Indemnified Parties from and against any and all obligations, liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses, and judgments of whatever kind or nature, known or unknown, contingent or otherwise arising from the Project, including, without limitation, personal or bodily injury (including death) of or to any person or persons, including, without limitation, from or related to the presence, release, storage, transportation, or disposal of hazardous materials, or any damage to property of any nature.

12. No member of, or delegate to, the Congress of the United States or the New York State or City government, or resident commissioner, shall be permitted by the Respondent to share in any part of the Project or any benefit that may arise from the Project.

13. NYCHA, any agency providing funds to NYCHA (including HUD), the New York City Comptroller, the New York City Department of Investigation, and the Comptroller General of the United States shall have the right to perform an audit of the Project Developer's finances and the books and records related to its performance under the Project(s), including, without limitation, the financial arrangement with anyone that the Project Developer may delegate to discharge any part of its obligations with respect to the Project(s).

14. NYCHA is under no legal obligation to lease the Sites. NYCHA may use the Responses submitted pursuant to this Program as a basis for negotiation with Respondents as NYCHA deems appropriate. NYCHA may reject at any time any or all Responses, amend or withdraw this call for Responses in whole or in part, negotiate with one or more Respondents, and/or negotiate and lease the Sites on terms other than those set forth herein (including to parties other than those responding to this Program). NYCHA may also, at any time, waive compliance with, or change any other terms and conditions of, these Response Requirements; entertain modifications or additions to selected Responses; or withdraw or add individual Sites if in NYCHA's judgment it is in the best interest of NYCHA to do so.

15. Selection of a Respondent's Response will not create any rights on the Respondent's part, including, without limitation, rights of enforcement, equity, or reimbursement, such rights only being created after the approvals of NYCHA Board and HUD (if required), as well as any applicable governmental authorities, of the Project(s) and the Lease Agreement and all related documents (collectively, the "NYCHA Documents") are fully approved and executed. Until such approvals and execution of the NYCHA Documents, NYCHA may terminate negotiations with the Project Developer at any time without incurring any obligations to the Project Developer.

16. In the event of any variance between the terms of these Response requirements as specified in the Program and the NYCHA Documents, the terms of the NYCHA Documents will govern.

17. All determinations as to the completeness or compliance of any Responses, or as to the eligibility or qualifications of any Respondent, will be within the sole discretion of NYCHA.

18. CONFLICTS OF INTEREST

Current or former employees of the City of New York may submit a Response to this Program only in accordance with the Chapter 68 of the New York City Charter governing conflicts of interest affecting City personnel. Section 2604(b)(7) of the City Charter contains specific prohibitions that exclude enumerated groups of employees from participating in the sales process. In addition, current NYCHA employees may not submit a Response.

Persons in the employ of the City considering the submission of a Response under this Program are advised that opinions regarding the propriety of their participation in the Project(s) may be requested from the New York City Conflicts of Interest Board. This body is empowered, under Section 2602 of the City Charter, to issue advisory opinions on conflict of interest questions and other matters of ethical consideration. It is not necessary, however, that such an opinion be obtained prior to submitting a Response.

Former employees of the City of New York or NYCHA are also advised that the City Charter imposes certain restrictions on post-employment business relationships with the City. Such individuals should consult the specific provisions on this issue contained in the City Charter. If, after award, the Project Developer discovers an organizational conflict of interest with respect to the NYCHA Lease Agreement or the Project, the Project Developer shall make an immediate and full disclosure in writing to NYCHA, which shall include a description of the action that the Respondent has taken or intends to take to eliminate or neutralize the conflict. NYCHA may, however, terminate negotiations with the Project Developer if it would be in the best interest of NYCHA to do so.

19. INVESTIGATIONS AND TERMINATION

All Respondents agree to fully and faithfully cooperate with any investigation, audit or any inquiry by any governmental authority or agency that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of NYCHA or any City Agency with respect to the Project, submitted Response, NYCHA Lease Agreement, or person dealing with NYCHA that is the subject of the investigation, audit or inquiry.

- i. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, contract, lease or license entered into with NYCHA, the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or
- ii. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State or Federal governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of NYCHA, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, contract, lease or license entered into with NYCHA, the City, the State, or any political subdivision thereof or any local development corporation within the City, then: NYCHA has the right to terminate or cancel the NYCHA Lease or withdraw any conditional designation or reject any Response that the refusal(s) to testify concerns or to take other appropriate action, without NYCHA incurring any penalty or damages on account of such cancellation or termination.

In addition, NYCHA may in its sole discretion terminate the NYCHA Lease or withdraw any conditional designation or reject any Response in the event the Respondent or Project Developer fails to promptly report in writing to the Commissioner of the Department of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of NYCHA or other person, firm

corporation or entity for any purpose which may be related to this Program, or affecting the performance of the Project to be done pursuant to this Program.

20. CONFIDENTIALITY

Respondent or Project Developer, as applicable, ("Data Recipient") shall comply with federal privacy requirements (as applicable), including the federal Privacy Act of 1974 (5 U.S.C. § 552a as amended), as well as applicable privacy laws including New York Public Housing Law § 159, and New York State Technology Law § 208. Accordingly, Data Recipient may only use, access, retain, and disclose, any information provided by NYCHA in connection with the services provided under this Agreement, including PII, in accordance with the requirements of this Section 20. Furthermore, Data Recipient shall ensure that each Subcontractor, including subcontractors at all tiers and Parties Performing Services, shall comply with this Section 20, and that Data Recipient shall be liable for any of their breaches of this Section 20 or any of its own breaches of this Section 20. Data Recipient agrees that the obligation of confidentiality set forth in this Section shall survive the termination or expiration of the Agreement.

- (a) **Definition of Personally Identifiable Information:** Personally Identifiable Information ("PII") shall mean:
 - (i) any information which, alone and in and of itself, can be used to distinguish or trace an individual's identity, for example name, social security number, driver's license number, passport number, or biometric records, or
 - (ii) any combined information which can be used to distinguish or trace an individual's identity (for example, date of birth combined with place of birth). The Parties anticipate that Data Recipient and/or Data Recipient's Subcontractor(s) may receive PII in connection with the Agreement.
- (b) **Confidentiality:** In connection with the Services, Data Recipient may receive or be given access to information and data about NYCHA operations (including information concerning NYCHA's assets and financial data), NYCHA staff, the resident population of NYCHA, and applicants for public housing, including PII as defined in Section 20(a) (the "**Confidential Information**"). To the extent that Data Recipient or Subcontractor receives or is given access to Confidential Information, the Data Recipient shall, and shall ensure that such Subcontractor, including subcontractors at all tiers and Parties Performing Services, shall:
 - 1. Keep all Confidential Information confidential, both during and after the completion or termination of the Agreement;
 - 2. Use Confidential Information only for purposes of performance of their obligations under the Agreement;
 - 3. Restrict provision of, and/or access to, Confidential Information to Authorized Users as defined in subsection (j)(4) below);

4. Instruct its officers, employees, and agents to maintain the confidentiality of any and all Confidential Information;
5. Maintain administrative, technical, and physical safeguards to protect and preserve the confidentiality of such Confidential Information which comply with this Section and that meet or exceed industry standards; and
6. Handle and maintain such Confidential Information only in a manner that allows Data Recipient to locate and destroy all such Confidential Information, whether in physical or electronic form, pursuant to the data destruction provisions of the below Section 20(c).

(c) **Data Destruction:** Data Recipient agrees that upon termination or expiration of the Agreement, or at NYCHA's request, it shall, and shall cause Data Recipient's Subcontractors, including subcontractors at all tiers and Parties Performing Services to, (i) return or destroy all Confidential Information in its original physical form (ii) return all Confidential Information that is in electronic form, and then erase, destroy, and render unreadable all Confidential Information in its entirety in a manner that prevents its physical reconstruction, and (iii) certify in writing that these actions have been completed within 30 calendar days of the termination or expiration of the Agreement or within seven days of NYCHA's request, whichever shall come first. The preceding sentence shall not apply to any portion of Confidential Information that Data Recipient must retain as required by law. However, if retention is required by law, Data Recipient shall, and shall cause Data Recipient's Subcontractor, including subcontractors at all tiers and Parties Performing Services, to retain a single copy of such Confidential Information in encrypted format stored in a secure database for a period that shall not exceed six years after the termination of the Agreement.

(d) **Background Check and Compliance with NYCHA Procedures:** Data Recipient agrees to comply with NYCHA's Privacy Policy and all applicable state and federal laws and regulations. Data Recipient shall not knowingly permit, and shall cause Subcontractors, including subcontractors at all tiers and Parties Performing Services, to not knowingly permit any personnel to have access to Confidential Information if the person has been convicted of a crime in connection with (A) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a). Data Recipient must, to the extent permitted by law, conduct a check of public records in all of the person's states of residence and employment for at least the last five years in order to verify the above.

(e) **Mandatory Disclosure:** The obligation under Section 20(b) to keep Confidential

Information confidential shall not apply where the Data Recipient is legally required to disclose such Confidential Information by virtue of a subpoena, court order or otherwise ("**Disclosure Demand**"), provided that Data Recipient complies with the following: (1) Data Recipient shall provide advance notice to NYCHA, in writing by letter or by e-mail, that it received a Disclosure Demand, (2) Data Recipient shall only disclose that portion of Confidential Information which it is legally required to disclose, and (3) if requested by NYCHA, the Data Recipient shall not disclose such Confidential Information until NYCHA has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such Confidential Information. Such notice shall be sent to the NYCHA personnel identified in the Agreement. Data Recipient shall not be required to notify NYCHA of a Disclosure Demand if such notice is prohibited by law.

- (f) **Notification Event:** Data Recipient agrees, and shall cause Subcontractors, including subcontractors at all tiers and Parties Performing Services, to agree, to notify NYCHA if :
- (1) it has experienced, or, after conducting a preliminary investigation, suspects it has experienced, a situation where Confidential Information, including PII, whether in physical or electronic form, was disclosed to, or could have been accessed by, an individual or entity other than an Authorized User as defined below in subsection (j)(4), or
 - (2) Confidential Information, including PII, was used for a purpose not authorized by the Agreement , or
 - (3) there was a material breach of Data Recipient's data security obligations of this Section 20 ("**Notification Event**").

1. Data Recipient shall notify NYCHA of a Notification Event within (i) **24 hours** of Data Recipient's confirmation that Notification Event occurred, and/or (ii) within **48 hours** of the initiation of the preliminary investigation of a suspected Notification Event.
2. Notice shall be sent to NYCHA's Chief Privacy Officer at privacy@nycha.nyc.gov and the NYCHA personnel identified in the Agreement.

- (g) **Investigation and Notice Costs:** In the event of a Notification Event, without limiting any other right of NYCHA (including but not limited to NYCHA's right to be indemnified as set forth in Section 11), and if NYCHA in its sole discretion elects to undertake the obligation to notify victims and/or undertake any other actions mandated by any Law, or administrative or judicial order, then NYCHA shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums : (1) to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, and (2) to address the Notification Event, including the payment of any fines or disallowances imposed by the State or federal government as a result of the disclosure. NYCHA shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a Notification Event by a national credit

reporting agency, and/or any other commercially reasonable preventive measure. Alternatively, at NYCHA's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, Data Recipient shall reimburse NYCHA for the costs, detailed above, if any. Further, Data Recipient shall investigate all Notification Events in a manner that meets or exceeds industry standards at their sole cost and expense and promptly provide NYCHA with all material information that is discovered.

- (h) Data Recipient understands and acknowledges that NYCHA is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and Data Recipient agrees that NYCHA shall have no liability to Data Recipient or any of its employees or Subcontractors, including subcontractors at all tiers and Parties Performing Services, that may be based upon or relate to any errors therein or omissions therefrom.
- (i) Data Recipient agrees that a breach of this Section 20 shall constitute a material breach of this Agreement for which NYCHA may terminate this Agreement and that a breach may result in irrevocable harm and damage to NYCHA which would be difficult to measure. Therefore, without limiting any of NYC HA' s rights and remedies set forth in the Agreement, in the event of any breach or threatened breach of this Section 20 by Data Recipient or any of its employees, Subcontractors, including subcontractors at all tiers and Parties Performing Services, NYCHA shall be entitled to equitable relief, including injunctions and orders for specific performance, in addition to all other remedies available at law or in equity, without any requirement to post a bond or other security and without having to establish irrevocable harm.

(j) Baseline Data/Network Security Requirements:

1. Network Security. Data Recipient agrees at all times to maintain commercially reasonable network security coverage that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, vulnerability scanning, security patching, and periodic third-party penetration testing. Likewise, Data Recipient agrees to maintain network security coverage that, at a minimum, conforms to current NIST or ISO standards as may be updated and amended from time to time.
2. Data Security. Data Recipient agrees to protect and maintain the security of Confidential Information with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate critical and severe security updates as designated by a relevant authority (e.g., Microsoft updates notifications) and the use of an industry standard endpoint detection and response agent. Data Recipient agrees that any and all transmission or exchange of Confidential Information with NYCHA and/or any other parties, shall take place via secure means

(e.g., HTTPS, FTPS, SFTP or equivalent means). Data Recipient agrees to store all Confidential Information stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

1. Data Storage and Backup. Data Recipient agrees that any and all Confidential Information will be stored, processed, and maintained solely on servers designated by Data Recipient to hold Confidential Information and that no Confidential Information at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium. All of Data Recipient's servers, **storage, backups, and network paths** used in the delivery of the Services shall be contained **within the United States**.
2. Authorized Users and Prohibition on Remote (Off-Shore) Data Access:
 - a. Data Recipient shall not provide or permit access to Confidential Information to anyone other than an **Authorized User**. An Authorized User is defined as a person who requires Confidential Information to perform the Services pursuant to the Agreement and-
 - i. is physically located within the United States; or
 - ii. is physically located outside the United States and *has received written permission from NYCHA to perform the Services from outside of the United States*. Data Recipient acknowledges that such written permission shall be granted at NYCHA's sole discretion and, irrespective of whether NYCHA grants such written permission, Data Recipient shall remain fully obligated to perform all Services in accordance with the terms and conditions of the Agreement.
3. Data Re-Use. Data Recipient agrees that any and all Confidential Information shall be used expressly and solely for the purposes enumerated in the Agreement between NYCHA and Data Recipient. Confidential Information shall not be distributed, repurposed or shared across other applications, environments, or business units of Data Recipient.
4. Safekeeping and Security. Data Recipient shall protect all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Data Recipient's employees, or agents. Data Recipient agrees to require its employees to promptly report a lost or stolen access device.