



NEW YORK CITY HOUSING AUTHORITY
REQUEST FOR QUALIFICATIONS
FOR ELEVATOR PROFESSIONAL SERVICES

Event	Date
Public Advertisement and Open Enrollment	Ongoing beginning May 16, 2025
1 st Informational Session	June 4, 2025, at 11:30 AM
Future Informational Sessions	To Be Determined
Qualification Announcement	Ongoing beginning May 2025

NEW YORK CITY HOUSING AUTHORITY’S COORDINATOR

The New York City Housing Authority’s Coordinator (“NYCHA’s Coordinator”) for ALL matters concerning Elevator Professional Services Request for Qualifications (“RFQ”) contact:

New York City Housing Authority
Supply Management & Procurement Department
90 Church Street, 6th Floor
New York, New York 10007
E-mail: PQL@nycha.nyc.gov

References in this RFQ to NYCHA’s Coordinator shall include his/her designee.

This RFQ is available only online, for free, through NYCHA’s Website. Instructions can be found at:

<https://www1.nyc.gov/site/nycha/business/nycha-pql.page>



Access to the 1st Information Session, which will be held virtually via MICROSOFT TEAMS meeting, can be found below:

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**NEW YORK CITY HOUSING
AUTHORITY
REQUEST FOR QUALIFICATIONS (RFQ)
FOR ELEVATOR PROFESSIONAL
SERVICES**

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Request for Qualifications Overview and Summary

1. RFQ Summary

About NYCHA

The New York City Housing Authority (NYCHA), the largest public housing authority in North America, was created in 1935 to provide decent, affordable housing for low- and moderate-income New Yorkers. NYCHA is home to 1 in 17 New Yorkers, providing affordable housing to 528,105 authorized residents through public housing and Permanent Affordability Commitment Together (PACT) programs as well as Section 8 housing. NYCHA serves 360,970 residents in 177,569 apartments across 335 conventional public housing and PACT developments. There are 330,118 residents in 161,585 apartments within 274 conventional public housing program (Section 9) developments, and 30,852 authorized residents in 15,984 apartments within 61 PACT developments. Through federal rent subsidies (the Section 8 Housing Choice Voucher Program), NYCHA also provides rental subsidies to 167,135 residents so they can rent apartments in the private market. In addition, NYCHA facilitates access to social services through a variety of programs.

The Elevator Pre-Qualified List (PQL)

NYCHA intends to establish a (PQL) for, Elevator Professional Services (see the “Description of Services” on p. 3). All vendors who pre-qualify according to the requirements listed in this (RFQ) will be placed on the Elevator Professional Services list and will then be able to respond to solicitations from the PQL.

About the Pre-Qualification Process

- This RFQ will support vendors to become **Pre-Qualified to bid on project-specific solicitations for Elevator Professional Services. Hard copy applications will not be accepted. Submission of your application must be emailed to PQL@NYCHA.NYC.GOV with the subject line: “Elevator Professional Services RFQ Application Submission/{ENTER VENDOR NAME HERE}.”**
- Applications will be reviewed by NYCHA on a rolling basis. NYCHA encourages any vendor who is interested in bidding for an Elevator Professional Services contract to submit a response to this RFQ a minimum of **15 days prior to the bid submission date.**
- NYCHA will review and evaluate each application for the Elevator Professional Services PQL. Pre-qualification requirements are outlined in p.4-6.
- Only applications that are **complete and submitted with proper supporting documentation will be eligible for consideration** pursuant to this RFQ. Please carefully review the entire RFQ to ensure you have answered all questions and compiled requested supporting documentation.
- Vendors will be notified by NYCHA and upon request will be able to submit clarifications and additional information after the initial submission. However, a vendor will not be placed on the PQL until all requirements have been met.
- Vendors will be **notified via email of NYCHA’s response to their applications regarding acceptance or rejection** to the PQL.

Request for Qualifications Overview and Summary

2. Bidding Opportunities & Priorities at NYCHA

NYCHA's goal is to award contracts to vendors of all sizes and classes through the PQL. NYCHA reserves the right to procure Elevator Professional Services from sources other than the PQL.

Elevator Professional Services procurement awards will span various procurement thresholds and methods at NYCHA, including micro purchases, small purchases, sealed bids, and request for proposals. Bidding for individual contracts will follow the below guidelines and preferences.

Borough Selection

Vendors who apply to the RFQ for Elevator Professional Services shall specify boroughs in which they are interested in conducting Elevator Professional Services for NYCHA. From those applications, NYCHA will create borough specific PQLs for the Bronx, Brooklyn, Manhattan, Queens, and Staten Island and will solicit vendors according to the selections they have indicated. Once vendors are placed on a specific PQL, they will be notified about solicitations for those boroughs and be able to bid on the work.

Preferences for S3BCs and M/WBEs

To fulfill its diversity initiatives, NYCHA aims to increase the participation of Minority and Women-Owned Business Enterprises (M/WBE) and Section 3 Business Concerns (S3BC) via contractual awards. NYCHA follows an "S3BC and M/WBE First Policy" for all micro and small purchases. Consistent with this policy, NYCHA reserves the right to solicit small purchases from pre-qualified vendors who are registered as S3BCs and/or M/WBEs. **Note:** NYCHA currently accepts NYC's M/WBE certification administered through NYC Small Business Services. To qualify as an M/WBE for the purposes of this RFQ, a vendor must be certified through this program. For information or to become certified, please visit the [NYC Small Business Services \(SBS\) M/WBE Certification page](#). Nothing in this preference shall be construed to require the contracting or subcontracting of a S3BC or M/WBE. S3BCs and M/WBEs are not exempt from meeting the specifications of this RFQ and any Elevator Professional Services contract.

Request for Qualifications Overview and Summary

3. Description of Services

NYCHA is seeking vendors who are skilled in the field of Department of Buildings (DOB) Elevator mandatory inspections to perform related work across NYCHA developments citywide. The work shall consist of furnishing all labor, materials, equipment, and all other incidental items required to perform the subject work.

List of Elevator Professional Services related items performed at NYCHA include, but are not limited to:

- **Routine NYC Department of Buildings Annual & Periodic Inspections or Testing:** Perform Cat1 & Cat5, Periodic & Affirmation of Correction (AOC).

Specific timeframes and additional specifications for each project will be outlined in solicitations. Additional licensing, experience and certification may be required.

Request for Qualifications Overview and Summary

4. Requirements

Each applicant must demonstrate the following minimum and additional requirements to be accepted to NYCHA’s Elevator Professional Services PQL. Verifiable proof of **these requirements must also be submitted in the form of supporting documentation** noted below. See p. 7-15 to complete the RFQ application and for further details. Actual bid documents may contain additional minimum qualifications that are specific to the scope of work for that solicitation. Vendors who do not meet all the requirements will not be included on the PQL.

Requirements		RFQ Section	
Minimum Requirements			
Licenses			
<ul style="list-style-type: none">• NYS Department of Labor Elevator Mechanic• NYS Department of Labor Elevator Inspector• NYC Department of Buildings Elevator Agency Director• NYC Department of Buildings Elevator Inspector• NYC Department of Buildings Elevator Agency Technician <p><i>NOTE:</i> Actual bid documents may contain additional minimum qualifications that are specific of the scope of work for that solicitation.</p>			“License Information” (p. 8)

Request for Qualifications Overview and Summary

4. Requirements

Requirements	Supporting Documentation	RFQ Section
Minimum Requirements		
Staffing Plan		
<p>Vendors must demonstrate that they employ sufficient, qualified staff members with the ability to scale up (Staffing levels) at the request of the Administering Department. Will also need to provide list of qualifying professional Sub-contractors that have been retained in the past. To complete Elevator Services outlined in this RFQ.</p> <ul style="list-style-type: none"> At least two full-time employees: One employee shall be a supervisor or foreman who will supervise on-site project work. One employee may be a tradesman or technical staff member. 	<ul style="list-style-type: none"> An organizational staffing plan for the employees that would conduct work relevant to the services described in this RFQ, detailing staff position, years of experience, and any applicable licenses or certifications held by each staff person. Clearly indicate the titles of any supervisors or foremen. A signed statement of confirmation confirming that the vendor will provide a list of names, resumes or a document detailing past experiences, and licenses for each employee the vendor plans to have work on NYCHA projects. 	<p>“Staffing Plan”</p> <p>(p. 12)</p>
Business Experience		
<p><u>Business incorporation for the past three (3) years</u>: The business must be registered under the name listed in the vendor’s application and in operation in its current form for a minimum of three (3) years.</p>	<ul style="list-style-type: none"> Proof of business registration might include certificates or articles of formation or organization, or other company formation/documentation. 	<p>“Business Experience”</p> <p>(p. 13-14)</p>
<p>Three (3) years of experience providing <u>Elevator Professional Services</u>:</p> <p>The vendor must have three (3) years of experience providing Elevator Professional Services aligned with “Description of Services” on p. 3.</p>	<ul style="list-style-type: none"> A list of at least three (3) past and/or current projects the vendor has managed and obtained in the last five (5) years providing Elevator Professional Services. Each contract must have a dollar value (each separately, and not in the aggregate) that is not less than \$12,500. A list of client references for a minimum of three (3) projects the vendor has provided (Note: one reference per project). Your company must provide supporting documentation for each non-NYCHA contract and NYCHA contract (PO) that is listed for proof of experience. Acceptable supporting documentation for non-NYCHA referenced contracts includes copies of contracts, work authorizations, and/or invoices. For referenced NYCHA contracts, your company must indicate the purchase order number. 	<p>“Business Experience”</p> <p>(p. 13-14)</p>

Request for Qualifications Overview and Summary

4. Requirements

Requirement	Supporting Documentation	RFQ Section
Additional Requirements		
Proof of Address		
All applicants must provide proof of the business address filled out in the “Contact Information” section.	Proof of business address submitted in an attachment to the pre-qualification application. Note: If applicable, proof of address may also be submitted on the same documentation for which the applicant is attaching proof of business incorporation	“Contact Information” (p. 7)
Proof of M/WBE and Section 3		
All applicants must file in PASSPort, as indicated in this RFQ, prior to application submission. Only required for contractors who are certified as M/WBE or S3BC, as applicable.	Vendors who indicate they are Minority and Women-Owned Business Certification (M/WBE) certified by the NYC Department of Small Business Services (S3BC) must attach a copy of their M/WBE certification.	“M/WBE and S3BC Information” (p. 9-10)
Micro PQL		
All applicants must be prequalified for the Micro PQL	Signed and dated	“Prequalified for the Micro PQL” (p. 14)
Responsibility Check		
All applicants must file in PASSPort, as indicated in this RFQ, prior to application submission.	Email proof of PASSPort enrollment from the Mayor’s Office of Contract Services (MOCS). Submit as an attachment to the pre-qualification application.	“Responsibility Check” (p. 14)
Submission Statement Certification		
Submission statement certification in this RFQ must be completed by an officer from the applicant firm and submitted along with the vendor’s application.	Signed and notarized	“Submission Statement” (p. 14)
Bidder/Proposer Debarment Certification Form		
Bidder/Proposer Debarment Certification Form and Statement of confirmation in this RFQ must be signed by the applicant, indicating that they agree to abide by NYCHA’s terms and conditions.	Signed and dated	“Bidder/Proposer Debarment Certification Form” (p. 15)
Insurance		
All applicants must provide NYCHA Insurance requirements. Workers’ Compensation & Employer’s Liability	Signed and dated	“Insurance Requirements” (p. 15)

Application Contact Information and Business Profile

5. Contact Information (NOTE: Proof of business address must be submitted with this application.) Please do not separate the instructions from the application, return in its entirety.

Please detail your business contact information below:

Business Applicant Name and/or D/B/A or Trade Name (*if any*): _____

Business Address: _____

Mailing Address (*if different*): _____

Delivery Address (*if different*): _____

Phone #: _____ Fax #: _____ Website: _____

Contact Person: _____ Title: _____ E-mail Address: _____

Please print the name of the person completing this application: _____ Title: _____ Date Completed _____

Application Contact Information and Business Profile

6. License Information

Vendors must obtain and submit the following licenses as outlined below. To become pre-qualified for Elevator Professional Services, the below Licenses are required. **Note:** Copy of the required license must be provided and must detail the name of licensee, license number, and expiration date of license.

Attachments: Please check each applicable box for the licenses that you are attaching as supporting documentation, along with this application that is required.

- ☐ NYS Department of Labor Elevator Mechanic
- ☐ NYS Department of Labor Elevator Inspector
- ☐ NYC Department of Buildings Elevator Agency Director
- ☐ NYC Department of Buildings Elevator Inspector
- ☐ NYC Department of Buildings Elevator Agency Technician

Application Contact Information and Business Profile

7. Minority and Women-Owned Businesses Certification and Section 3 Business Concern Information

Minority and Women-Owned Businesses

For purposes of this RFQ, an M/WBE business is a NYC Department of Small Business Services (SBS) certified minority and women-owned business enterprise. An MBE is an SBS-certified minority-owned business enterprise, and a WBE is an SBS-certified women-owned business enterprise. For complete definitions of these businesses or to receive information about how to become certified, please view the [NYC Small Business Services \(SBS\) M/WBE Certification page](#).

1. Is this business certified by the NYC Department of Small Business Services (SBS) under any of the following programs? **If yes, attach copies of all such certifications as supporting documentation, along with this RFQ.**

- Minority-owned BusinessEnterprise (MBE) Yes ☐ No ☐
- Women-owned BusinessEnterprise (WBE) Yes ☐ No ☐

2. Do 51% or more of the individuals who own or control the business belong to any of the following groups? *(Please check all that apply)*

- ☐ Asian Indian = all persons having origins in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, The Maldives Islands, or Nepal.
- ☐ Asian Pacific = all persons having origins in any of the peoples of the Far East, Southeast Asia, or The Pacific Islands. This area includes, for example, China, Japan, Korea, The Philippine Islands, and Samoa.
- ☐ Black
- ☐ Hispanic = all persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race.
- ☐ Native American = all persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- ☐ Women

(Continued on next page)

(Note: Copy of M/WBE certifications must be submitted with this application, if applicable.)

Application Contact Information and Business Profile

7. Minority and Women-Owned Business Certification and Section 3 Business Concern Information

(Continued from previous page)

Section 3 Business Concerns (S3BC)

Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance. This policy was developed to ensure that employment and other economic opportunities created by Federal financial assistance for housing and community development programs are, where possible, directed toward low- and very low-income persons, particularly those who are recipients of governmental housing assistance. For a complete definition of S3BC, please view the [U.S. Department of Urban and Housing Development's Section 3 page](#).

Are you a Section 3 Business Concern (S3BC)? Your business you must register in [eComply](#) to be added to NYCHA's S3BC public registry/directory and for NYCHA to consider you an S3BC. Please visit [NYCHA's Section 3 webpage](#) for more information on registering as an S3BC with NYCHA Yes ☐ No ☐

- To qualify as an S3BC, you must satisfy at least one of the criteria below, documented within the last 6 months:

- Is your business at least 51% owned and controlled by low- or very low-income persons? Yes ☐ No ☐
- Were over 75% of the labor hours performed by the business over the prior three-month performed by Section 3 workers? Yes ☐ No ☐
- Is the business at least 51% owned and controlled by current public housing residents or residents who currently live in Section-8 assisted housing? Yes ☐ No ☐

- If yes, please list the name of the NYCHA public housing development. _____

Note: NYCHA will verify proof of registration as a S3BC by reviewing NYCHA's list of S3BC firms. No documentation required at this time.

Applicant Staffing, Experience, and Business Standing

8. Staffing Plan

Vendors must demonstrate that they employ sufficient, qualified staff members with the ability to scale up (Staffing levels) at the request of the Administering Department. Will also need to provide list of qualifying professional Sub-contractors that have been retained in the past. To complete Elevator Professional Services outlined in this RFQ.

The following criteria must be met:

- Vendor must **employ a total of at least two employees**, one of which shall be a supervisor or foreman who will be made available to supervise all project work on-site at NYCHA, and one employee may be a tradesman or technical staff member.

Experience must be verifiable. Proof of adequate and qualified labor force shall be provided as supporting documentation to this RFQ by the following items:

- **An organizational staffing plan** for the employees that would conduct Elevator Professional Services. The staffing plan shall detail staff position, years of experience, and any applicable licenses held by the staff person. For every staff member who is a supervisor or a foreman, their title should be clearly indicated. This individual must be a site safety coordinator or provide a qualified person.

Please confirm through the following statement of confirmation that you will provide a list of names and licenses for each staff person as required on each solicitation resulting from the PQL.

Statement of Confirmation

I confirm that I will be required to provide a list of names that includes each employee that will be performing Elevator Professional Services, supporting documentation and proof of required licenses for each of the employees as part of the bid submission.

Signature

Date

(NOTE: A staffing plan must be submitted with this application and must include the name, title, years of experience, and certifications held by AT LEAST ONE supervisor and ONE technical staff member.)

Applicant Staffing, Experience, and Business Standing

9. Business Experience

Years in Business

Applicants must provide proof that the business operating in its current form and under the name listed has been registered as a business for a minimum of three (3) years. **Supporting documentation might include certificates or articles of formation or organization, or other company formation documentation.**

How many years has this business operated in its current form, and using the business name provided in this application? _____ years (use the nearest whole number)

Three (3) Years of Experience Providing Elevator Professional Services

Vendors applying to the Elevator Professional Services RFQ must have a minimum of three (3) years of experience providing Elevator Professional Services aligned with “Description of Services” on p. 3. **All required information can be filled out on the table on the following page.**

- Proof of experience must be provided in the form of a list of **at least three (3)** past and/or current projects the company has managed obtained in the last five (5) years. Contracts must demonstrate a combined total of a **minimum of three (3) years** of experience providing Elevator Professional Services.

Example:

Elevator Professional Services Project 1 – April 2022 – March 2023 = 1 year

Elevator Professional Services Project 2 – January 2023 – December 2023 = 1 year

Elevator Professional Services Project 3 – February 2024 – January 2025 = 1 year

Total: 3 years of cumulative experience

- Additionally, a list of client references must be provided for a **minimum of three (3) projects** the vendor has provided (**Note:** this includes any current work). **Any client reference should be part of the related project information filled out on the table on p. 13.** (**Note:** one (1) reference per project)

NOTE: Certificates or articles of formation or organization, or other company formation documents MUST be submitted with this application.)

Applicant Staffing, Experience, and Business Standing

9. Business Experience

Current/Completed Projects

Applicants must provide information on **at least three (3)** current or completed Elevator Professional Services contracts on the following chart. Contracts must demonstrate a combined total of a minimum of three (3) years of experience in the last five (5) years, providing Elevator Professional Services. Attach additional sheets as needed. Each contract must have a dollar value (each separately, and **not** in the aggregate) that is not less than **\$12,500**. A **list of client references** for a minimum of three (3) projects the vendor has provided (**Note:** one reference per project). Your company **must** provide supporting documentation for each non-NYCHA contract and NYCHA contract (PO) that is listed for proof of experience. Acceptable supporting documentation for non-NYCHA referenced contracts includes copies of contracts, work authorizations, and/or invoices. For referenced NYCHA contracts, your Company **must** indicate the purchase order number.

	Client Company / Agency / Authority and Project Name	Prime Contractor or Subcontractor?	Contract Value (\$)	Scope of Work & Project Start and End Dates	Client Reference Contact Name and Title	Reference Contact Telephone # and E-mail
1						
2						
3						
4						
5						

Additional Requirements

10. Preapproved for the Micro PQL

I confirm that I am preapproved for the micro PQL. _____
(Signature) (Date)

11. Responsibility Check (NOTE: Proof of PASSPort enrollment must be submitted with this application.)

All applicants must submit **proof of PASSPort enrollment from the Mayor's Office of Contract Services (MOCS)**. Upon award of a contract, the winning vendor will undergo a Vendor Name Check as part of the responsibility review (see "Additional Requirements: Compliance with Laws and Business Integrity" below).

12. Submission Statement

The following certification must be completed by an officer of the applicant firm.

A materially false statement or omission made in connection with this application is sufficient cause for denial of the application or revocation of a prior approval thereby precluding the business applicant from performing work for NYCHA either as prime contractor or subcontractor for a period of one year. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges, including New York State Penal Law section 175.35 (offering a false statement for filing).

I, _____, being duly sworn, state that I am _____ of _____.
(Name, Print) (Title) (Business Applicant Name)

and that I have read and understood the questions contained in this application. I certify that to the best of my knowledge the information given in the response to each question and the appendices is full, complete, and truthful. I acknowledge that NYCHA may, by means it deems appropriate, determine the accuracy and truthfulness of the statements made in this application. I recognize that all the information submitted is for the express purpose of inducing NYCHA to pre-qualify a vendor and does not assure that the applicant will be deemed qualified. I authorize NYCHA to contact any entity named in the application for purposes of verifying the information supplied by the applicant.

(Signature)

(Date)

Sworn to before me this _____ day of _____.

(Notary Public)

NYCHA PRE-QUALIFICATION APPLICATION PAGE **14 OF 15**

(Corporate Seal / If Applicable)

Additional Requirements

13. Bidder/Proposer Debarment Certification Form

Bidder/Proposer Debarment Certification Form can be found in the Appendix I. I acknowledge that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution, and such misrepresentation may be, among other things, considered by the New York City Housing Authority in connection with the Bidder's responsibility status on future procurements with the agency.

Dated this _____ day of _____, 20_____

By _____

Authorized Signature for Business Applicant

-

Name: _____ Title: _____

14. Insurance Requirements

NYCHA's Insurance Requirements for the Elevator Professional Services RFQ can be found in the Appendix II.

(Signature)

(Date)

15. Terms and Conditions

Each solicitation issued to the vendors on the PQL will include terms and conditions which will apply to the specific scope of work being solicited. **See Appendix III** for a sample of the terms and conditions which may be included in future solicitations. Vendors on the PQL must carefully review the terms and conditions included with each future solicitation as such terms and conditions may differ from the terms and conditions included in Appendix III. Appendix III is included as an example only. **Note: The sample terms included in Appendix III include references to NYCHA's Project Labor Agreement ("PLA") in General Conditions Section 1 and Section 41. If the PLA is applicable to the work, the solicitation shall require Vendors to sign the PLA as a condition of award.** Note that the PLA shall generally not apply to contracts (i) with a value that does not exceed \$3,000,000.00, (ii) certain contracts where the majority of the scope shall consist of task orders that do not exceed \$250,000.00, (iii) contracts for minor repairs, and (iv) certain other types of contracts falling within the exclusions set forth in the PLA. If NYCHA issues a solicitation for work that is not covered by the PLA, the solicitation documents and the terms and conditions applicable to the work shall not require the Vendors to sign the PLA as a condition of award.

APPENDIX I

DEBARMENT CERTIFICATION FORM FOR PRE-QUALIFIED LIST APPLICANTS

The **Pre-Qualified List Applicant (“Applicant”)** certifies that, neither the Applicant nor any owner, partner, director, officer, or principal of the Applicant, nor any person in a position with management responsibility or responsibility for the administration of federal, state, or local funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency, which includes, but is not limited to, the Federal Excluded Parties List, the HUD Limited Denial of Participation List, the New York State Department of Labor’s Ineligibility List, and the New York City School Construction Authority’s Ineligibility List;
- (b) Has within a three-year period preceding this Certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, unlawful gratuities, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

While on the pre-qualified list, the Applicant acknowledges and affirms that it has a continuing obligation to inform NYCHA in writing within ten days of the occurrence of any of the events described in (a) through (d) above.

The Applicant (check appropriate box and provide requested information):

- (i) ☐ is registered with Dun & Bradstreet (“**D&B**”) and has been assigned the following DUNS Number: _____; or
- (ii) ☐ is not registered with D&B.

The Applicant further certifies and confirms that if it should be awarded a contract off of the PQL:

- (b) At the time of award, it will check whether all of its proposed subcontractors, subconsultants, material suppliers, and/or vendors are debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (c) Has an ongoing obligation to undertake the requirements of (a) immediately above if awarded a contract/agreement by NYCHA and seeks to engage a new subcontractor, subconsultant, material supplier, and/or vendor during the term of such contract/agreement;
- (d) It shall not knowingly enter into any transaction with any subcontractor, subconsultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency; and
- (e) It will require all subcontractors, subconsultants, material suppliers, and/or vendors at all tiers to undertake the obligations set forth in (a) and (b) immediately above and contractually commit them to the requirement set forth in (c) immediately above.



I acknowledge that it is a criminal offense to make a false statement or misrepresentation in this Certification. If I do so, I may be subject to criminal prosecution, and such misrepresentation may be, among other things, considered by the New York City Housing Authority in connection with the Applicant's responsibility status on future procurements with the agency.

Dated this _____ day of _____, 20 _____

By: _____
Authorized Signature for Applicant

Name: _____

Title: _____

Name of Applicant: _____



APPENDIX II



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Broker Incorporated 123 Insurance Street New York, NY 12345	CONTACT NAME: Insurance Broker Name	
	PHONE (A/C, No. Ext): Insurance Broker Phone FAX (A/C, No):	
	E-MAIL ADDRESS: broker@insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Company	12345
	INSURER B: Other Insurance Company	54321
	INSURER C: Other Insurance Company	98765
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED My Business's Legal Name 123 Business Ave New York, NY 12345	INSURER A: Insurance Company	12345
	INSURER B: Other Insurance Company	54321
	INSURER C: Other Insurance Company	98765
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A	X	7654321	06/26/2019	06/26/2020
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The New York City Housing Authority is an additional insured for General Liability and Auto Liability.
General Liability and Auto Liability policies apply on a Primary/Non-Contributory basis with respect to any insurance carried by the Additional Insured.
For General Liability, Auto Liability and Workers Compensation, a Waiver of Subrogation applies in favor of the Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

New York City Housing Authority c/o Risk Management Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of Insurance Broker Goes Here.

**NYCHA Insurance Requirements
Template 01 - Standard**

TYPE OF INSURANCE	MINIMUM LIMITS OF INSURANCE	REQUIRED POLICY TERMS & CONDITIONS
Workers' Compensation & Employer's Liability CE-200 Exemption Accepted if Applicable for Sole Proprietors Only.	Workers' Compensation & Employer's Liability insurance coverage compliant with the statutory requirements of the State of New York.	Form: As required by the State of New York. Endorsements: <ul style="list-style-type: none"> • Waiver of Subrogation
Commercial General Liability	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal/Advertising Injury	Form: General Liability Form ISO CG 00 01 or equivalent. Endorsements: <ul style="list-style-type: none"> • NYCHA Named or Included as Additional Insured • Waiver of Subrogation • Primary & Non-Contributory Clause
Business Auto Liability Requirement may be waived if no vehicles will be operated on or from NYCHA premises and no vehicles will be used to transport NYCHA staff, residents or others on NYCHA's behalf.	\$1,000,000 Combined Single Limit of Liability for Bodily Injury & Property Damage	Form: Business Auto Form CA 00 01 or equivalent Endorsements: <ul style="list-style-type: none"> • NYCHA Named or Included as Additional Insured • Waiver of Subrogation

(Important! See Additional Insurance Compliance Information on Page #2)

NYCHA Insurance Requirements Template 01 - Standard

Additional Insurance Compliance Information & Guidance

Complete insurance requirements are included in the contract awarded to the NYCHA contractual partner. It is the sole responsibility of NYCHA's contractual partner to review all requirements with their insurance professionals to confirm the appropriate insurance is in place as required by the contract. In the event of a conflict between the below and any provisions of the contract, including general conditions therein, the terms of the contract shall prevail.

Warning – Assumption of Risk

Under the terms and conditions of the contract, NYCHA's contractual partners may be financially responsible to defend, indemnify and/or hold NYCHA and certain other entities in contract with NYCHA harmless from certain costs resulting from claims arising out of or in any way related to the services provided to NYCHA, whether or not covered by insurance. It is the sole responsibility of NYCHA's contractual partner to review these requirements with legal counsel prior to signing a contract.

Additional Insurance Requirements:

1. **Covered Operations** – Insurance policies may not exclude claims arising from any activity, scope of work or permitted use provided for under the contract.
2. **Liability Policies - New York Labor Law / Employers' Liability Over-Action** - Liability Policies must include industry standard provisions related to the severability of interests and/or separation of insureds and rights of crossclaim. Policies may not exclude claims for bodily injury asserted against NYCHA by an employee or agent of the insured or any subcontractor of the insured, commonly known as "over-actions" or "NY Labor Law" claims.
3. **Insurers** - Policies must be placed with insurers authorized to do business in the State of New York with a minimum AM Best Rating of "A- VII"
4. **Blanket Terms & Conditions** - Required Policy Terms & Conditions such as Additional Insured, Waiver of Subrogation and Primary/Non-Contributory Insurance can be satisfied by blanket policy provisions.
5. **Proof of Insurance** – General/Prime/Direct Contractors or contractual partners shall submit evidence of insurance as and when directed by NYCHA. Subcontractors shall submit evidence of insurance to the General/Prime/Direct Contractor, who shall deliver the same to NYCHA upon request. Failure of NYCHA to monitor compliance with any of these requirements is not a waiver of any requirement.
6. **Failure to Comply** - may result in default/breach of contract, withholding of payments to contractors/vendors, removal proceedings against lessees, licensees or other occupants of NYCHA premises, and additional remedies available to NYCHA under contract, at law, or in equity.

APPENDIX III

NYCHA GENERAL TERMS AND CONDITIONS

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1. GENERAL WARRANTY AS TO PERFORMANCE

Consultant shall use its best efforts and professional skills in accordance with applicable professional standards and with the terms of the Agreement in order to perform and complete the Services.

2. NON-DISCRIMINATION

- (a) In connection with performance of the Services, Consultant shall not discriminate against employees or applicants for employment because of age, alienage or citizenship status, color, creed, physical or mental disability (in regard to any position for which the employee or applicant for employment is qualified), gender (including sexual harassment), height or weight, marital or familial status, military service, national origin, prior arrest record, race, religion, sex, sexual orientation, gender identity, and status as a victim of domestic violence or for any other unlawful reason.
- (b) Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, alienage or citizenship status, color, creed, physical or mental disability (in regard to any position for which the employee or applicant for employment is qualified), gender (including sexual harassment), marital or familial status, military service, national origin, prior arrest record, race, religion, sex, sexual orientation, gender identity, and status as a victim of domestic violence or for any other unlawful reason. Such action shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) promotion, award of tenure, demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, right of return from layoff and rehiring (vii) rates of pay or other forms of compensation and changes in compensation, (viii) selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training, (ix) job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists, (x) leaves of absence, sick leave, or any other leave, (xi) fringe benefits available by virtue of employment (xii) activities sponsored by the Consultant including social or recreational programs, and (xiii) any other term, condition, or privilege of employment.
- (c) Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to age, alienage or citizenship status, color, creed, physical or mental disability (in regard to any position for which the employee or applicant for employment is qualified), gender (including sexual harassment), marital or familial status, military service, national origin, prior arrest record, race, religion, sex, sexual orientation, gender identity, and status as a victim of domestic violence or for any other unlawful reason. Consultant shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by NYCHA advising the labor union or workers' representative of Consultant's commitments under this Section 2 and section 503 of the Rehabilitation Act of 1973, as amended, and post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs (such form(s) can be found at <https://www.dol.gov/agencies/ofccp/posters> (last visited August 11, 2022)). Such notices shall state the rights of applicants and employees as well as the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The Consultant must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Consultant, Consultant will satisfy its posting obligations by posting such notices in an electronic format, provided that the Consultant provides computers, or access to computers, that can access the electronic posting to such employees, or the Consultant has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Consultant to notify job applicants of their rights if the Consultant utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

- (d) Consultant shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (e) Consultant shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (f) Consultant shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto. Consultant shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of a determination that Consultant is not in compliance with this Section 2 or any rule, regulation, or order of the Secretary of Labor, the Agreement may be canceled, terminated, or suspended in whole or in part, and Consultant may be declared ineligible for further government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against Consultant as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (h) Consultant shall include the terms and conditions of this Section 2 [i.e., provisions equivalent to those set forth in paragraphs (a) through (g) of this Section] in every subcontract or purchase order, and cause its Subcontractors (as hereinafter defined) to include the same in all of their subcontracts, at every tier, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that these terms and conditions will be binding upon each of its subconsultants, subcontractors or vendors ("**Subcontractor(s)**") and all subcontractors or subconsultants of the Subcontractors at all tiers performing Services or supplying materials or supplies under the Agreement. Consultant shall take such action with respect to any subcontract or purchase order as the Secretary of the Department of Housing and Urban Development ("**HUD**"), the Secretary of Labor, or

the Director of the Office of Federal Contract Compliance Programs may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if Consultant becomes involved in, or is threatened with, litigation with a Subcontractor as a result of such direction, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

3. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“**Section 3**”) ensures that employment and other economic opportunities generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Consultant agrees to comply with the HUD regulations in 24 Code of Federal Regulations (“**CFR**”) part 75 that implement Section 3 (“**24 CFR 75**”), as applicable to the Services. Specifically, Consultant shall make, and cause its Subcontractors to make, best efforts to provide employment and training opportunities generated by the Services to Section 3 workers and to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers, and shall include contract language requiring compliance with Section 3 in any Subcontracts used to perform the Services. During the Term, Consultant shall report to NYCHA the number of paid hours Section 3 worker(s) spent performing Services pursuant to the Agreement in accordance with NYCHA’s reporting requirements. The Consultant acknowledges and agrees that the Section 3 regulations in 24 CFR part 75: (a) replace, in their entirety, the Section 3 regulations formerly set forth in 24 CFR 135 and therefore in the event of any conflict between the regulations and requirements set forth in 24 CFR 75 and 24 CFR 135 the regulations and requirements set forth in 24 CFR 75 shall prevail, notwithstanding any reference to 24 CFR 135 that may be set forth in the Agreement; and (b) are incorporated by reference into the Agreement and the obligations and requirements in 24 CFR 75 shall be fully, and contractually, binding on the Consultant notwithstanding the funding source for payments made to the Consultant pursuant to the Agreement. For the avoidance of doubt:

- (a) if NYCHA pays Consultant with funds which are not subject to 24 CFR 75, then regardless of the inapplicability by statute of Section 3 to the Agreement and Services, the Consultant shall have the contractual obligation under the Agreement to comply with the requirements of 24 CFR 75 as if 24 CFR 75 applied to the Agreement and Services; and
- (b) if the Services performed under the Agreement are, or include, professional Services which may or may not require an advanced degree or professional license (collectively, “**Professional Services**”), then the Consultant is contractually obligated, regardless of the applicability of the Section 3 regulations to the Services by statute, to:
 - (i) report to NYCHA the number of paid hours Section 3 worker(s) spent performing Services pursuant to the Agreement in accordance with NYCHA’s reporting requirements, including, but not limited to, paid hours of Professional Services, and
 - (ii) if the Consultant does not hire Section 3 worker(s) to perform the Professional Services under the Agreement, the Consultant shall submit to NYCHA with its proposal submission or as otherwise directed by NYCHA, its Section 3 Other Economic Opportunities Plan (or such other NYCHA reporting form) (“**OEO Plan**”) for NYCHA’s review and approval. Consultant shall comply with the approved OEO Plan, as such may be modified and revised by Consultant at the direction and approval of NYCHA’s Resident Economic Empowerment and Sustainability Department (or such other NYCHA department charged with the administration and oversight

of the OEO Plan). Such final NYCHA approved OEO Plan shall be incorporated by reference into the Agreement and made a part thereof without further action on the part of the Parties.

4. COVENANT AGAINST FEES FOR SOLICITATION

Consultant warrants that it has not employed any third party to solicit or secure the Agreement based upon any agreement calling for any payment for such services, including, without limitation, the payment of a commission, percentage, credit or contingent fee (collectively referred to as a “**Commission**”). Breach of this warranty gives NYCHA the right to immediately terminate the Agreement or, at its discretion, to deduct from Consultant’s compensation the amount of such Commission.

5. WARRANTY OF NO DISABILITY; WARRANTY OF REQUIRED APPROVALS

- (a) Consultant represents and warrants that it is not now under any disability, by reason of (i) contractual restriction on its employment, (ii) custom or practice, (iii) a filing by (or against) Consultant for protection under the United States Bankruptcy Code, or (iv) any other legal or financial obligation imposed on or incurred by Consultant, which would prevent it from the full, faithful and timely completion of the Services. Consultant covenants that, during the Term it shall not incur any such disability, nor permit such disability to exist.
- (b) Consultant represents and warrants that: (i) it has obtained any and all permits, registrations, licenses, and any other third party consents and approvals that are necessary for Consultant to perform the Services (collectively, “**Approvals**”) and all such Approvals are currently in full force and effect and shall be in full force and effect for as long as Consultant has any obligation to perform the Services; and (ii) Consultant’s performance of the Services and/or the creation and delivery of any product in connection therewith will not infringe upon, violate, or breach any law, regulation, third party rights (including, without limitation, any third party intellectual property or proprietary rights) or any third party agreement.

6. OFFICIALS NOT TO BENEFIT

No member of, or delegate to, the Congress of the United States or the New York State or City government, or Member of NYCHA (as defined below), shall be permitted by Consultant to any share or part of the Agreement or any benefit that may arise from the Agreement, but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit. For purposes of these NYCHA General Terms and Conditions, the term “**Member(s)**” shall refer to the individuals appointed by the mayor of the City of New York (the “**City**”) to NYCHA pursuant to Section 402(3) of the Public Housing Law.

7. INTEREST BY MEMBERS OF LOCAL AUTHORITY AND LOCAL GOVERNING BODY

No Member, officer or employee of NYCHA, no member of the governing body of the jurisdiction in which NYCHA is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Services covered by the Agreement may, during his or her tenure and for one year after such tenure, have any interest, direct or indirect, in the Agreement or the proceeds thereof.

8. COMPLIANCE WITH LAWS

- (a) During the Term, Consultant shall remain in compliance with all applicable laws, ordinances and codes of the federal, state and local governments which are directly or indirectly related to the Services, and shall

perform the Services in compliance with all rules, regulations and orders of any governmental authority or agency having jurisdiction over, or interest in, NYCHA or the Agreement.

(b) Subcontractor Compliance

- i. The Consultant represents and warrants that its Subcontractors, and all subcontractors or sub-consultants of the Subcontractors at all tiers performing Services or supplying materials or supplies under the Agreement, including, but not limited to, their employees, consultants, sub-consultants, suppliers (including, but not limited to, suppliers of materials, goods, supplies, equipment or otherwise), agents, and volunteers (such employees, consultants, sub-consultants, suppliers, agents, and volunteers hereinafter referred to as the “**Party(ies) Performing Services**”) (i) are, and shall remain for so long as this Agreement is in effect, in compliance with all applicable laws, ordinances and codes of the federal, state and local governments which are directly or indirectly related to the Services, including, but not limited to, licensing and compliance requirements, and (ii) shall perform the Services in compliance with all applicable laws, rules, regulations, ordinances and codes of the federal, state and local governments or agency having jurisdiction over, or interest in, NYCHA or the Agreement, including, but not limited to all provisions of New York State Labor Law and Public Health Law. The Consultant is fully responsible for all Subcontractors’ of all tiers, and the Parties Performing Services’ compliance with the terms of this Agreement and the acts or omissions of all Subcontractors of all tiers and the acts or omissions of the Parties Performing Services.
- ii. The Consultant shall cause all Subcontractors of all tiers and all of the Parties Performing Services to comply with, all applicable laws, rules, regulations, ordinances, and codes of the federal, state and local governments, or any agency having jurisdiction over, or interest in, NYCHA or the Agreement, including, but not limited to, all licensing and compliance requirements related and applicable to the Agreement and the performance of the Services and all provisions of New York State law including, but not limited to, the Labor Law and the Public Health Law.
- iii. NYCHA and the Consultant are the only parties to the Agreement. No subcontract and no approval of any Subcontractor of any tier, or Party Performing Services, shall create or be deemed to create any rights in favor of such Subcontractor or Party Performing Service against NYCHA or create any contractual relationship between NYCHA and any Subcontractor or any of the Parties Performing Services. The Consultant shall ensure and cause all Subcontractors of any tier and Parties Performing Services under the Agreement, to fully (i) perform the Services in strict accordance with the requirements of the Agreement, and (ii) abide by all terms and conditions of the Agreement. The Consultant shall be responsible and liable for any breach, default, or failure on the part of a Subcontractor of any tier and/or any Parties Performing Services to comply with the foregoing requirements.

9. COMPLIANCE WITH ENVIRONMENTAL LAWS AND ENERGY STANDARDS

Consultant agrees to comply with: (a) all applicable standards, orders or requirements of the Clean Air Act, as amended (42 U.S.C. Section 7602) [formerly 42 U.S.C. Section 1857(h)], the Clean Water Act, as amended (33 U.S.C. Section 1368), Executive Order 11738 and all implementing regulations promulgated by the Environmental Protection Agency (40 CFR Part 15); and (b) all mandatory standards and policies relating to energy efficiency contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163), and any other applicable laws or amendments thereto.

10. INSURANCE REQUIREMENTS

The Consultant shall obtain and maintain throughout the Term of the Agreement the types and amounts of insurance outlined in **Rider 1** hereto compliant with the terms and conditions therein as well as each of the following terms and conditions:

- (a) No Services or Scope of Work Excluded** - Insurance policies shall not exclude claims arising out of or in any way related to the Services, scope of work or operations contemplated within the scope of this Agreement whether or not such Services, scope of work, or operations are performed directly by the Consultant, its Subcontractors, the subcontractors or sub-consultants of the Subcontractors at all tiers performing Services or supplying materials or supplies under the Agreement, or by any Parties Performing Services.
- (b) Severability of Interests - No Employer Exclusions** - Liability insurance policies required by this Agreement must not exclude coverage to NYCHA and NYCHA's Related Parties (as hereinafter defined) as additional insureds for any claim, which alleges or in any way involves the injury to the Consultant, the Consultant's employees or the owners or employees of any Subcontractor, the Subcontractor's subcontractors or sub-consultants at all tiers performing Services or supplying materials or supplies under the Agreement, or any Party Performing Services which may occur in the course of performing Services pursuant to the Agreement. Liability insurance policies must include an industry standard "Severability of Interests" or "Separation of Insureds" clauses providing that no policy exclusion, term or condition applicable to the Consultant shall affect the availability of coverage to any additional insured. "**NYCHA's Related Parties**" shall include any entity or individual for whom, pursuant to contract or law, NYCHA has an obligation to defend, indemnify and/or hold harmless from "**Indemnified Losses**" (as defined in Section 11(b) below) arising out of the Services including, without limitation, NYCHA's agents, Members (as defined in Section 6 above), employees, successors, assigns, business and government affiliates and partners.
- (c) Change in Risk** - NYCHA reserves the right to revise the types and amounts of insurance required due to any material change in the services, scope of work or operations which may increase the potential liability of any party, as determined at NYCHA's sole discretion.
- (d) Compliance** - Certificates of Insurance and supplementary documentation demonstrating compliance with these requirements shall be submitted (i) upon execution of this Agreement, (ii) upon each required insurance policy renewal, and (iii) upon demand of NYCHA. Consultant shall deliver to NYCHA or its designee, or cause its licensed or certified insurance professionals to deliver to NYCHA or its designee, Certificates of Insurance and supplementary documentation certifying compliance with any and all requirements as and when required by NYCHA, including via online submission and certification (including E-signature) of such documents or via email delivery. Insurance documentation sent through the mail will not be considered received or accepted by NYCHA unless delivered in accordance with the specific directions of NYCHA or its designee.

Requirements may only be waived by NYCHA's Risk Management Department, General Counsel, or Office of the Chair.

However, NYCHA will grant the following pre-defined conditional waivers:

1. **Auto Liability Insurance Waiver** – will be granted provided Consultant covenants in writing that no vehicles will be used by Consultant, Subcontractor, any of the Subcontractor's subcontractors or sub-

consultants at all tiers performing Services or supplying materials or supplies under the Agreement, or any Party Performing Services on or from any NYCHA property during the Term of this Agreement.

2. **Workers Compensation Waiver** – if Consultant (i) is a sole proprietor, (ii) has no employees or staff of any type, (iii) is legally exempt from New York State Workers Compensation Law, and (iv) only works with contractors insured for Workers Compensation in compliance with New York State law, then NYCHA will accept New York State’s CE-200 form, or any successor and equivalent form authorized by the State of New York, in lieu of the required Workers Compensation insurance.

(e) Insurance Compliance Failure - Failure to maintain required insurance coverage for the duration of the Agreement and any extension thereof, shall be deemed a breach of the Agreement. In the event of failure to maintain the required insurance, and in addition to any other rights and remedies available under the Agreement, at law or in equity, NYCHA reserves the right at its sole discretion to withhold payment, stop Services or terminate this Agreement.

(f) Insurers – All insurance must be underwritten by insurance companies that are licensed, admitted, approved, or otherwise legally permitted to transact insurance business in the state of New York and which have a minimum AM Best policyholder rating of A- or greater and a minimum AM Best financial size category of VII or greater. Insurance may alternately be underwritten by a Lloyd’s of London syndicate or surplus lines insurers authorized to underwrite business in the State of New York.

(g) High Retention or Deductible / Self-Insurance & Alternative Risk Financing –

Insurance policies with retentions or deductibles in excess of fifty thousand dollars (\$50,000) or insurance programs including self-insurance, captive insurance, participation in risk purchasing groups or other alternative risk financing mechanisms must be disclosed to and approved by NYCHA’s Risk Management Department prior to being utilized to satisfy the requirements of this Agreement.

(h) Notice of Cancellation – Where commercially available, each insurance policy must be endorsed to provide that such policy may not be canceled without at least thirty (30) days’ prior written notice to NYCHA for any reason excepting non-payment of premium for which policy must provide ten (10) days’ prior written notice of cancellation.

(i) Types of Insurance – Insurance requirements may be satisfied through any combination of primary and excess insurance which is otherwise compliant with these requirements.

(j) Blanket insurance policies covering the Services along with other locations and operations of the Consultant are permissible, provided such policies are otherwise compliant with these requirements.

(k) Claims-Made Insurance – If the Consultant maintains required insurance on a Claims-Made basis, meaning any insurance triggered by the date of the filing of a claim as opposed to the date of the occurrence of a covered loss, then such insurance coverage must remain in effect throughout the statute of limitations applicable to any claims which may be made under that policy, whether or not compliance is monitored by NYCHA.

(l) Minimum Limits – The limits of insurance required herein are the minimum required by NYCHA and does not cap or limit Consultant’s liability under this Agreement. Such minimum limits do not cap or limit NYCHA’s

right to seek any available coverage or protection under the insurance policies of the Consultant, whether or not required herein.

(m) NYCHA's Insurance – Consultant acknowledges that NYCHA may maintain insurance policies or self-insurance funds which address NYCHA's liability and other risk exposure with respect to the Services. Consultant acknowledges that neither Consultant, Subcontractor, the Subcontractor's subcontractors or sub-consultants at all tiers performing Services or supplying materials or supplies under the Agreement, or Parties Performing Services, nor the insurers thereof have any right to or expectation of insurance coverage, protection or proceeds from NYCHA's insurance policies or self-insurance funds.

(n) Subcontractors – Consultant shall require by contract, and shall enforce the requirement that Subcontractors obtain and maintain no less than one million (\$1,000,000) per occurrence or accident in General Liability and Auto Liability insurance limits, as well as statutorily required Workers Compensation insurance policies, subject to all of the same terms and conditions and providing equivalent protection to NYCHA as required of Consultant by this Agreement, with such insurance being applicable to any incident or occurrence arising from the acts or omissions of the Subcontractor with respect to the Services or this Agreement.

If applicable per (n)1 and 2 below, Consultant shall require by contract, and shall enforce the requirement that Subcontractor obtain and maintain the following additional types and amounts of insurance:

1. Professional Liability Insurance of no less than one million dollars (\$1,000,000) per claim applicable to licensed or specialized professional services of design, architecture or engineering or legal, financial or medical services being provided by the Subcontractor.
2. Pollution Legal Liability Insurance of no less than one million dollars (\$1,000,000) per claim or incident for any treatment, handling, transport or abatement of hazardous material performed by the Subcontractor. This insurance must name NYCHA as an additional insured.

It shall be Consultant's sole responsibility to monitor and enforce the compliance of Subcontractors with the provisions of this section. Consultant shall provide to NYCHA evidence and documentation of such compliance as and when requested by NYCHA.

11. INDEMNIFICATION

- (a) **Indemnification.** To the fullest extent permitted by law, the Consultant hereby agrees to indemnify, defend (with counsel of sufficient experience and reasonably acceptable to NYCHA), and hold NYCHA, and NYCHA's Related Parties harmless from and against all "**Indemnified Losses**" (as defined below) that may arise against NYCHA and NYCHA's Related Parties arising out of or in any way related to the acts or omissions of the Consultant, or the acts or omissions of its employees, agents, licensees, invitees, contractors, Subcontractors, any of Subcontractor's subcontractors or sub-consultants at all tiers performing Services or supplying materials or supplies under the Agreement, any Parties Performing Services, or any other entity or person involved in providing the Services under the Agreement except to the extent, and only to the extent, such losses arise from the acts or omissions of NYCHA.
- (b) "**Indemnified Losses**" are defined as damages, losses, liabilities, costs, expenses, obligations, penalties, fines, impositions, fees, interest, attorneys' fees (including any attorneys' fees incurred in enforcing this indemnity), consultants' fees, expert fees, levies, a decline in value, lien removal or bonding costs, claims, litigation,

demands, defenses, judgments, suits, proceedings, disbursements, and/or settlements, of any kind and nature whatsoever.

(c) The Consultant hereby covenants and agrees that the obligations, indemnities and liabilities of the Consultant in this Section shall:

1. incept upon the Effective Date of this Agreement and shall survive the expiration, revocation, termination or expiration of this Agreement;
2. be triggered by NYCHA's notice to Consultant, which shall include a summary of the Indemnified Losses as known to NYCHA at the time of issuing the notice and NYCHA's direction as to how Consultant shall indemnify, defend or hold NYCHA harmless including, without limitation the reimbursement of costs, the assumption of legal defense and/or the extension of insurance coverage. The Consultant shall respond to NYCHA's notice within ten (10) business days affirming the Consultant's agreement therewith or advising NYCHA of any dispute or reservation of rights with respect to the Indemnified Loss. If NYCHA seeks legal defense from the Consultant or its insurer under this Agreement, NYCHA shall provide all reasonable cooperation requested by the Consultant, its insurer or either of their respective attorneys;
3. not be limited in any way to the availability or applicability of insurance available to the Consultant or Subcontractor, whether or not such insurance is required under this Agreement; and
4. apply in addition to any other indemnification provided herein.

12. DEFENSE AND SETTLEMENT OF MATTERS TO WHICH INDEMNITY PROVISIONS APPLY

NYCHA agrees to notify Consultant of any action or claim with respect to which the indemnity provisions of the prior Section may apply, and upon receipt of such notice, Consultant shall conduct the defense and settlement of such actions or claims. Any settlement, compromise, or consent to the entry of any judgment ("**Settlement**") agreed to by Consultant in connection with any such action or claim **must** include as an unconditional term thereof an unconditional release of NYCHA and its Members, officers, employees and agents by the claimant or the plaintiff, from all liability regarding such action or claim (the "**Required Release**"). If a Settlement **does not** contain the Required Release, and/or if a Settlement requires NYCHA (or any of its Members, officers, employees and/or agents) to make any admission, acknowledgment, or acceptance of any wrongdoing, negligence, or other liability, then Consultant must obtain NYCHA's written consent prior to entering into such Settlement. Notwithstanding the foregoing, if NYCHA reasonably believes that such actions or claims may adversely affect NYCHA or any of its Members, officers, employees or agents (other than as a result of money damages or other money payments), then NYCHA may, in its reasonable discretion, elect to exclusively conduct the defense, compromise, or settlement of such actions or claims, and NYCHA's decision to do so shall not release Consultant from its duty to indemnify NYCHA for NYCHA's Indemnified Losses (including, but not limited to, attorneys' fees incurred by NYCHA) as set forth in Section 11.

13. FINAL PAYMENT AND RELEASE

Prior to NYCHA's final payment to Consultant, whether upon completion of the Services or as a result of NYCHA's right to terminate the Agreement as provided in the Agreement, and as a condition precedent to such final payment, Consultant must execute and deliver to NYCHA, in a form acceptable to NYCHA, a release by Consultant of NYCHA from all claims against NYCHA arising under and by virtue of the Agreement, other than such good-faith claims, if any, reasonably believed by Consultant to be owed, as may be specifically excepted by Consultant in stated amounts set forth in the release. In the event that a release is not forthcoming to NYCHA, the acceptance, without formal written exception, by Consultant of a check with notice advising that the check is designated as "Final Payment" is, and operates as, a release of NYCHA from any and all claims by, and all liability to, Consultant

in connection with the Services and for every act, omission and neglect of NYCHA and others relating to or arising out of the Agreement.

14. RIGHT TO AUDIT; MAINTENANCE OF BOOKS AND RECORDS

- (a) NYCHA, any agency providing funds to NYCHA, the Office of the Inspector General for NYCHA, and the Comptroller General of the United States or any of their duly authorized officers have the right to perform an audit of Consultant's finances and the books and records related to its performance under the Agreement, including, without limitation, the financial arrangement with anyone that Consultant may delegate to discharge any part of its obligations under the Agreement.
- (b) Consultant must include a clause substantially similar to Section 14(a) above in all of its agreements with Subcontractors which exceed \$10,000.00.
- (c) Consultant agrees to maintain all records and supporting materials for the Services for a period of six years following the later of (i) the end of the duration of the Agreement, or (ii) such time as NYCHA makes final payments and all other pending matters related to the Agreement (including, without limitation, litigation, claims and appeals) are closed (the "**Retention Period**"). Prior to the expiration of the Retention Period, NYCHA, in its sole discretion and upon written notice to the Consultant, may extend the Retention Period for an additional one-year.

15. OWNERSHIP OF WORK

Consultant waives any claim or right it has, or may have, against NYCHA or any third party as it may relate to ownership of the product of the Services. Consultant waives all such claims or rights, including, but not limited to, all rights throughout the world of reproduction and distribution on any medium by any means, art or method and all rights in copyright, trademark and patent. Consultant agrees to assign and transfer to NYCHA all rights of every kind in connection with each and every discovery or invention or idea, and any and all expressions thereof of whatsoever nature that arise out of, or are developed in the course of the performance of the Agreement, and in and to any and all electronic, written, audio or visual expressions thereof, and shall turn over such expressions thereof upon NYCHA's demand therefor and upon the expiration or earlier termination of the Agreement. Specifically, and without in any way limiting the generality of the foregoing, Consultant expressly grants all rights of every kind in any and all material that was not in existence prior to the Agreement but that Consultant or any of its employees or Subcontractors may create or develop in the course of the delivery of Services to NYCHA, whether or not the product of the delivery of such Services constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). Further, and notwithstanding the foregoing or anything to the contrary contained in the Agreement, in the event Consultant desires to incorporate any intellectual property or other proprietary items owned by Consultant prior to the date of the Agreement into any product of the Services that will be owned by NYCHA, Consultant shall: (a) inform NYCHA, in writing, before incorporating such intellectual property and/or proprietary item into any such product; and (b) NYCHA is hereby granted and shall have a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, and use such item as part of or in connection with such product. Consultant must, without unreasonable delay, cooperate in any proceeding (including, but not limited to, filing for and obtaining any trademark, patent or copyright registration) and execute any document, including, without limitation, an assignment of trademark, copyright or of letters patent, which NYCHA may reasonably require to show evidence of its ownership of any such copyrights, patents, trademarks or other rights. Consultant agrees that its obligations under this Section shall survive the expiration or earlier termination of the Agreement.

16. PROMOTIONAL LITERATURE

Consultant shall not, without the express prior written approval of NYCHA, (i) use the terms “New York City Housing Authority,” “NYCHA,” “The City of New York Housing Authority” or any derivation thereof in promotional literature or advertisements (except for use in client lists), (ii) describe the Services in any proposals to potential customers of Consultant or promotional literature or advertisements, or (iii) disseminate or disclose information or material to the general public, news media, or any person or organization.

17. CONFIDENTIALITY

Consultant 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, Consultant 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 17. Furthermore, Consultant shall ensure that each Subcontractor, including subcontractors at all tiers and Parties Performing Services, shall comply with this Section 17, and that Consultant shall be liable for any of their breaches of this Section 17 or any of its own breaches of this Section 17. Consultant 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 Consultant and/or Consultant’s Subcontractor(s) may receive PII in connection with the Agreement.
- (b) **Confidentiality:** In connection with the Services, Consultant 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 17(a) (the “**Confidential Information**”). To the extent that Consultant or Subcontractor, receives or is given access to Confidential Information, the Consultant 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 Consultant to locate and destroy all such Confidential Information, whether in physical or electronic form, pursuant to the data destruction provisions of the below Section 17(c).
- (c) **Data Destruction:** Consultant agrees that upon termination or expiration of the Agreement, or at NYCHA's request, it shall, and shall cause Consultant'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 Consultant must retain as required by law. However, if retention is required by law, Consultant shall, and shall cause Consultant'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:** Consultant agrees to comply with NYCHA's Privacy Policy and all applicable state and federal laws and regulations. Consultant 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). Consultant 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 17(b) to keep Confidential Information confidential shall not apply where the Consultant is legally required to disclose such Confidential Information by virtue of a subpoena, court order or otherwise ("**Disclosure Demand**"), provided that Consultant complies with the following: (1) Consultant shall provide advance notice to NYCHA, in writing by letter or by e-mail, that it received a Disclosure Demand, (2) Consultant shall only disclose that portion of Confidential Information which it is legally required to disclose, and (3) if requested by NYCHA, the Consultant 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. Consultant shall not be required to notify NYCHA of a Disclosure Demand if such notice is prohibited by law.
- (f) **Notification Event:** Consultant 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 Consultant's data security obligations of this Section 17 ("**Notification Event**").
1. Consultant shall notify NYCHA of a Notification Event within (i) **24 hours** of Consultant'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, Consultant shall reimburse NYCHA for the costs, detailed above, if any. Further, Consultant 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) Consultant 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 Consultant agrees that NYCHA shall have no liability to Consultant 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) Consultant agrees that a breach of this Section 17 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 NYCHA's rights and remedies set forth in the Agreement, in the event of any breach or threatened breach of this Section 17 by Consultant 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. Consultant 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, Consultant 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. Consultant 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. Consultant 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). Consultant 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**.

3. **Data Storage and Backup.** Consultant agrees that any and all Confidential Information will be stored, processed, and maintained solely on servers designated by Consultant 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 Consultant's **servers, storage, backups, and network paths** used in the delivery of the Services shall be contained **within the United States**.

4. **Authorized Users and Prohibition on Remote (Off-Shore) Data Access:**

- a. Consultant 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*. Consultant acknowledges that such written permission shall be granted at NYCHA's sole discretion and, irrespective of whether NYCHA grants such written permission, Consultant shall remain fully obligated to perform all Services in accordance with the terms and conditions of the Agreement.

5. **Data Re-Use.** Consultant agrees that any and all Confidential Information shall be used expressly and solely for the purposes enumerated in the Agreement between NYCHA and Consultant. Confidential Information shall not be distributed, repurposed or shared across other applications, environments, or business units of Consultant.

6. **Safekeeping and Security.** Consultant shall protect all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Consultant's employees, or agents. Consultant agrees to require its employees to promptly report a lost or stolen access device.

18. ASSIGNMENT; DELEGATION AND SUBCONTRACTING

- (a) The Agreement and the rights and duties under the Agreement must not be assigned, delegated or subcontracted by Consultant without the prior written consent of NYCHA, and any purported assignment, delegation or subcontracting of the Agreement without said consent of NYCHA is void. In addition to the requirements of Section 34 below, when issuing solicitations for subcontractors, Consultant shall take affirmative steps to include minority-owned, women-owned, and small business enterprises since it is the policy of NYCHA to ensure that all businesses have an equal opportunity to participate in all aspects of NYCHA's procurement of goods and services. Consultant shall state in all solicitations or advertisements for bids for subcontractors placed by or on behalf of Consultant that all qualified businesses will receive consideration for subcontracts without regard to the age, alienage or citizenship status, color, creed, physical or mental disability (in regard to any position for which the employee or applicant for employment is qualified, gender (including sexual harassment), marital or familial status, military service, national origin, prior arrest record, race, religion, sex, sexual orientation, gender identity, and status as a

victim of domestic violence or for any other unlawful reason of the owners, partners, management or stockholders of a business. In order to fulfill the Agreement's contracting requirements as set forth in Section 34 below, Consultant and subcontractors must be certified by the New York City Department of Small Businesses ("SBS").

- (b) Minority-owned, women-owned, and small business enterprises are defined as follows:
- (i) Minority business enterprise ("MBE") means a business that is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. For this purpose, minority group members include: (A) Black persons having origins in any of the Black African racial groups; (B) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (C) Native American or Alaskan native persons having origins in any of the original peoples of North America; (D) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands; and (E) those groups of United States citizens or resident legal aliens designated by the Small Business Administration or any group designated by the Secretary of the United States Department of Housing and Urban Development.
 - (ii) Women business enterprise ("WBE") means a business that is at least 51% owned by one or more women who are United States citizens or resident legal aliens; or, in the case of publicly-owned businesses, one in which at least 51% of the stock is owned by one or more women who are United States citizens or resident legal aliens, and whose management and daily operations of the business are controlled by one or more such women.
 - (iii) Small business enterprise means a business that is owned by one or more persons who are United States citizens or resident legal aliens, with a place of business located in the United States, operates primarily within the United States and is sized consistently with the requirements set forth in 13 CFR Section 121.201, which defines size standards for small businesses, based on either annual receipts or the number of employees.

19. SUSPENSION OF SERVICES

NYCHA may order Consultant to suspend the Services, in whole or in part, for NYCHA's convenience for such period of time as it may deem appropriate; provided, however, that where such suspension is made for an unreasonable period of time, an adjustment will be made for any increase in the cost of performance of the Services caused by such suspension. No adjustment will be made, however, where the work is suspended or delayed by any other cause, including, without limitation, the fault, negligence or improper performance of Consultant.

20. TERMINATION OF AGREEMENT FOR CONVENIENCE

NYCHA has sole discretion to terminate the Agreement, in whole or in part, at any time for its convenience upon prior written notice to Consultant of NYCHA's intention to terminate the Agreement. Such termination may be for any reason or for no reason. After receipt of such notice, Consultant must cease all work under the Agreement, unless otherwise directed in the notice. Consultant will be entitled to payment for the Services, as defined in the Agreement, performed up to the time of termination stated in such notice, provided that NYCHA first receives and approves a request for payment and an invoice.

21. TERMINATION OF AGREEMENT OTHER THAN FOR CONVENIENCE

- (a) If Consultant breaches, violates or defaults on any of the terms of the Agreement, NYCHA has the right to give Consultant written notice specifying the nature of the breach, violation or default. Thereafter, Consultant has 30 calendar days, or such shorter period as NYCHA in its sole discretion may require under the circumstances, after Consultant's receipt of such notice to remedy the breach, violation or default. In the event that Consultant fails to remedy the breach, violation or default within such 30 calendar-day period, or such shorter period as NYCHA in its sole discretion may require under the circumstances, NYCHA then has the right to immediately terminate the Agreement by sending Consultant a written "Notice of Default and Termination." NYCHA's determination that Consultant has failed to remedy the breach, violation or default and that the Agreement is terminated shall be conclusive, final and binding on the Parties and such a finding shall preclude Consultant from commencing a plenary action for any damages relating to the Agreement. If Consultant protests NYCHA's determination, Consultant may commence a proceeding under Article 78 of the New York Civil Practice Law and Rules, which proceeding must be maintained in a court of competent jurisdiction sitting in the City and County of New York.
- (b) If NYCHA breaches, violates or defaults on any of the terms of the Agreement, Consultant has the right to give NYCHA written notice specifying the nature of the breach, violation or default. Thereafter, NYCHA has 30 calendar days after NYCHA's receipt of such notice to remedy the breach, violation or default. In the event that NYCHA fails to remedy the breach, violation or default within such 30 calendar-day period, Consultant then has the right to immediately terminate the Agreement. Termination of the Agreement under this provision shall not give rise to any claim against NYCHA for damages, including, without limitation, for lost profits, or for compensation in addition to that provided hereunder.
- (c) In the event of any termination under Section 21(a), Consultant is not entitled to any further payment for any Services performed until such time as any dispute regarding Consultant's default or any damages incurred by NYCHA has either been resolved to the satisfaction of both Parties or been adjudicated finally beyond any applicable appeal.

22. INVESTIGATIONS; CANCELLATION AND DISQUALIFICATION UNDER CERTAIN CIRCUMSTANCES

- (a) The Parties to the Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York ("**State**") or City governmental agency or authority 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 with respect to the transaction, submitted bid, submitted proposal, Agreement, contract, lease, license, 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 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;
 - iii. The Chair and Chief Executive Officer (the “**Chair and CEO**”) of NYCHA, or his/her designee, shall convene a hearing, upon no less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
 - iv. If any non-governmental party to the hearing requests an adjournment, the Chair and CEO of NYCHA, or his/her designee, may, upon granting the adjournment, suspend any Agreement, contract, lease or license with such party pending the final determination pursuant to subsection (b) below without NYCHA incurring any penalty or damages for delay or otherwise.
- (b) The penalties which may attach a final determination by the Chair and CEO of NYCHA, or his/her designee, may include but shall not exceed:
- i. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any agreement, contract, lease or license with or from NYCHA; and/or
 - ii. The cancellation or termination of any and all such existing NYCHA agreements contracts, leases or licenses that the refusal to testify concerns and that have not been assigned as permitted under the Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without NYCHA incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by NYCHA.
- (c) The Chair and CEO of NYCHA, or his/her designee, shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Articles (i) and (ii) immediately below. He or she may also consider, if relevant and appropriate, the criteria established in Articles (3) and (4) immediately below in addition to any other information which may be relevant and appropriate;
- i. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
 - ii. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

- iii. The nexus of the testimony sought to the subject entity and its agreements, contracts, leases or licenses with NYCHA.
- iv. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under subsection (b) above, provided that the party or entity has given actual notice to the Chair and CEO of NYCHA, or his/her designee, upon the acquisition of the interest, or at the hearing called for in Section 22(a)(iii) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

(d) As used in this Section, the below terms are defined as follows:

- i. “license”: A license not granted as a matter of right.
- ii. “person”: any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- iii. “entity”: any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, or leases from NYCHA or otherwise transacts business with NYCHA.
- iv. “member”: any person associated with another person or entity as a partner, director, officer, principal or employee.

(e) In addition to and notwithstanding any other provision of this Agreement, the Chair and CEO of NYCHA, or his/her designee, may in his or her sole discretion terminate the Agreement upon not less than three (3) days written notice in the event Consultant 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 the procurement or obtaining of the Agreement by Consultant, or affecting the performance of the Agreement.

23. **CHANGED CIRCUMSTANCES**

If, at any time after the execution of the Agreement by the Parties, NYCHA is informed of “Changed Circumstances” (as defined in this Section) with regard to Consultant, and NYCHA, in its sole discretion, determines that under such Changed Circumstances the continuation of the Agreement would be contrary to NYCHA’s best interests, then NYCHA, in its sole discretion, may terminate the Agreement upon one calendar day’s prior written notice to Consultant. As used in this Section, the term “**Changed Circumstances**” shall mean: (a) the initiation of any type of investigation by any federal, state or local governmental department, agency, authority or other instrumentality (including by the Office of the Inspector General of NYCHA), or by any federal, state or local prosecutor’s office, into any activity or operation of Consultant or any director, officer, principal shareholder, partner or other principal, or Subcontractor; or (b) the return of any federal or state grand jury indictment against Consultant or any director, officer, principal shareholder, partner or other principal, or Subcontractor; or (c) the filing of any information by any federal, state or local prosecutor charging Consultant or any director, officer, principal shareholder, partner or other principal, or Subcontractor with the commission of any felony. In the event of any termination under this Section, Consultant is entitled to payment as provided under Section 22 above, entitled “Termination of Agreement for Convenience,” except that NYCHA has the right to part or all of any profit that would otherwise be payable under such Section in the event the investigation or indictment pertains, in whole or

in part, to the solicitation, award or performance of the Agreement.

24. DISPUTES

All claims by Consultant shall be made in writing and submitted to NYCHA. In the event that Consultant has a dispute with NYCHA under the Agreement, including any claims for damages for the alleged breach thereof which are not disposed of by written agreement, Consultant must, within 30 calendar days after such dispute has arisen, notify NYCHA in writing of Consultant's contention and submit its claim, specifying the nature of the claim and the sum claimed. If the dispute arises prior to the performance of the related duties, the written notice must be submitted prior to the commencement of such duties. In any event, Consultant must proceed diligently with its duties under the Agreement pending final resolution of any request for relief, claim, appeal or action arising under the Agreement, and comply with any decision of NYCHA. Consultant must further proceed in compliance with the written instructions of NYCHA, and such compliance is not deemed to be a waiver of Consultant's right to pursue its claim, provided it has first given the notice required by this Section. The filing by the Consultant of the written notice required by this Section within the time limited herein shall be a condition precedent (unless such condition is waived by NYCHA in writing) to the settlement of any claim or to the Consultant's right to resort to any proceeding or action to recover therein, and failure by the Consultant to timely file such notice shall be deemed to be a conclusive and binding determination that the Consultant has no claim against NYCHA and shall be deemed a waiver by the Consultant of all claims for additional compensation or for damages.

25. NEW YORK LAW

The Agreement and performance of it are governed by and are to be construed in accordance with the laws of the State of New York, excluding New York's rules regarding conflicts of laws. Any and all proceedings relating to the subject matter of the Agreement must be maintained in the state courts sitting in the City and County of New York, which courts have exclusive jurisdiction for such purpose. The Parties hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Agreement.

26. LIMITATION OF ACTIONS; WAIVER OF TRIAL BY JURY

- (a) No action or special proceeding will lie or be maintained by Consultant, its permitted assignees, designees, successors in interest, or anyone claiming under Consultant, against NYCHA: (i) based upon any claim arising out of, under or related to the Agreement, or by reason of any act, omission or requirement of NYCHA, unless such action or special proceeding is commenced within one year after the date of final payment under the Agreement; or (ii) based upon any claim for monies to be retained for any period after the date of final payment under the Agreement, unless such action or special proceeding is commenced within one year after such monies become due and payable under the terms of the Agreement; or (iii) if the Agreement is terminated, rescinded, revoked, annulled, or abandoned under its terms, unless such action or special proceeding is commenced within one year after the date of termination, rescission, revocation, annulment, or abandonment. Nothing in the Agreement is deemed to extend any applicable statute of limitations. Consultant, its permitted assignees, designees, successors in interest, or anyone claiming under it is not entitled to any additional time to begin anew any other action or special proceeding, if an action or special proceeding commenced within the times specified in this Section is dismissed or discontinued, notwithstanding any provisions in the Civil Practice Law and Rules of the State of New York to the contrary.
- (b) NYCHA and Consultant agree to, and they each hereby do, waive trial by jury in any action, counterclaim or third party action brought by either of the Parties against the other based on any claim or other matter arising out of, under or related to the Agreement; provided, however, that there shall be excepted from

the foregoing waiver of trial by jury any action based upon a claim for damages for personal injuries or death.

27. DAMAGES

Consultant hereby agrees that in no event will NYCHA be liable to Consultant for any special, punitive, incidental or consequential damages, including, without limitation, lost profits or lost business opportunity.

28. SEVERABILITY

If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are in no way affected or impaired and the remaining provisions remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision.

29. MODIFICATION; AMENDMENT OR SUPPLEMENT

The Agreement constitutes the entire agreement between the Parties, and any modification, amendment or supplement to the Agreement is not valid or enforceable against either Party unless it is in writing and signed by duly authorized officers of both Parties, provided, however, that NYCHA may modify the Agreement unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes), or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in NYCHA's address).

30. ARM'S-LENGTH TRANSACTION -- WAIVER OF CONTRA PROFERENTEM RULE

The Agreement has been freely negotiated by both Parties. In the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of the Agreement, or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either Party by virtue of that Party's having drafted the Agreement or any portion thereof.

31. NO BRIBE, KICKBACK OR OTHER INDUCEMENT

Consultant represents to NYCHA and hereby covenants that Consultant has not and 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. Consultant acknowledges that NYCHA is relying upon this representation and covenant as a material inducement to enter into the Agreement with Consultant.

32. PROHIBITION ON USE OF TROPICAL HARDWOODS

Tropical hardwoods and tropical hardwood products, as defined in Section 165 of the State Finance Law, must not be obtained or utilized in the performance of the Agreement, except as expressly permitted by the said Section 165. Any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or tropical hardwood product in the performance of the Agreement is non-responsive.

33. NYCHA’S RIGHT TO WITHHOLD MONEY OUT OF PAYMENTS

If the Services are not performed in strict accordance with the Agreement, or if the services of any other agreement between Consultant herein and NYCHA are not performed in strict accordance with that agreement’s terms, or if NYCHA has a claim against Consultant for any other reason whatsoever, or if any claim is made against NYCHA, just or unjust (including claims for wrongful death and for injuries to person or property), arising out of or in connection with the Agreement or Consultant’s performance of the Services, NYCHA shall have the right to withhold out of any payment, final or otherwise, such sums as NYCHA may deem ample to protect it against delays or loss or to assure the payment of such claims.

34. CONTRACTING WITH MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

- (a) In furtherance and not in limitation of Section 18 above, and subject to paragraph (b) below, during the Term of the Agreement, the Consultant agrees to fulfill the Agreement’s contracting requirements with MBEs and WBEs (collectively, “**M/WBEs**”) that are certified as such by the SBS. These requirements are described in greater detail in NYCHA’s Contracting With Minority and Women-Owned Business Enterprises requirements, attached as an Exhibit to the Agreement, and shall be fulfilled by the Consultant in accordance with the Consultant’s approved M/WBE Utilization Plan submitted to NYCHA as part of the Consultant’s Proposal and made part of the Agreement.
- (b) In the event the Consultant requested and was granted a waiver (“**M/WBE Waiver**”) by NYCHA in connection with NYCHA’s Contracting With Minority and Women-Owned Business Enterprises requirements, then such requirements shall not apply to the extent a M/WBE Waiver is granted by NYCHA. A copy of the approved M/WBE Waiver is attached to the Agreement as an Exhibit (if applicable).

35. CHANGES

- (a) NYCHA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of the Agreement in the Services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the Maximum Fee/Not-to-Exceed Amount, or the time required for performance of any part of the Services, whether or not changed by the order, or otherwise affects the conditions of the Agreement, NYCHA shall make an equitable adjustment in the Maximum Fee/Not-to-Exceed Amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the Agreement accordingly.
- (c) Consultant must assert its right to an equitable adjustment under this Section 35 within 30 calendar days from the date of receipt of the written order. However, if NYCHA decides that the facts justify it, NYCHA may receive and act upon a proposal submitted before final payment of the Agreement.
- (d) Failure to agree to any adjustment shall be a dispute under Section 24 of these NYCHA General Terms and Conditions. However, nothing in this Section 35 shall excuse Consultant from proceeding with the Agreement as changed.
- (e) No Services for which an additional cost or fee will be charged by Consultant shall be furnished without the prior written consent of NYCHA.

36. ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) Consultant warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the Services under the Agreement and Consultant's organizational, financial, contractual or other interests are such that: (i) award of the Agreement may result in an unfair competitive advantage; or (ii) Consultant's objectivity in performing the Services may be impaired.
- (b) Consultant agrees that if after award it discovers an organizational conflict of interest with respect to the Agreement or any task/delivery order under the Agreement, Consultant shall make an immediate and full disclosure in writing to NYCHA which shall include a description of the action which Consultant has taken or intends to take to eliminate or neutralize the conflict. NYCHA may, however, terminate the Agreement or task/delivery order for the convenience of NYCHA if it would be in the best interest of NYCHA.
- (c) In the event Consultant was aware of an organizational conflict of interest before the award of the Agreement and intentionally did not disclose the conflict to NYCHA, NYCHA may terminate the Agreement for default (i.e., Other Than Convenience).
- (d) The terms of this Section 36 shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the Services provided by Consultant. Consultant shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

37. CONSULTANT'S STATUS

It is understood that Consultant is an independent contractor and is not to be considered an employee of NYCHA, or assume any right, privilege or duties of an employee, and shall save harmless NYCHA and its Members, officers, and employees from claims, suits, actions and costs of every description resulting from Consultant's activities on behalf of NYCHA in connection with the Agreement.

38. OTHER CONSULTANTS

NYCHA may undertake or award other contracts for additional work at or near the site(s) of the Services to be performed under the Agreement. Consultant shall fully cooperate with the other consultants and with NYCHA and HUD employees and shall carefully adapt scheduling and performing the Services under the Agreement to accommodate the additional work, heeding any direction that may be provided by NYCHA. Consultant shall not commit or permit any act that will interfere with the performance of work by any other consultant or NYCHA employee.

39. LIENS

Consultant is prohibited from placing a lien on NYCHA's property. This prohibition shall apply to all subcontractors.

40. PROCUREMENT OF RECOVERED MATERIALS

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Consultant shall procure items designated in guidelines of the Environmental Protection Agency (the "EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless Consultant determines that such items: (i) are not reasonably available in a reasonable period of time; (ii) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (iii) are only available at an unreasonable price.

- (b) Section 40(a) shall apply to items purchased under the Agreement where: (i) Consultant purchases in excess of \$10,000 of the item under the Agreement; or (ii) during the preceding Federal fiscal year, Consultant: (A) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (B) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

41. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- (a) Definitions. As used in this clause:

“Agency”, as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

“Covered Federal Action” means any of the following Federal actions:

- (i) the awarding of any Federal contract;
- (ii) the making of any Federal grant;
- (iii) the making of any Federal loan;
- (iv) the entering into of any cooperative agreement; and,
- (v) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

- (A) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

- (B) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (C) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (D) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Recipient” includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(A) Agency and legislative liaison by Own Employees.

(I) The prohibition on the use of appropriated funds, in paragraph (b)(i) of this Section 41, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

- (II) For purposes of paragraph (b)(ii)(A)(I) of this Section 41, providing any information specifically requested by an agency or Congress is permitted at any time.
- (III) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (a) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (IV) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
 - (a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (c) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (V) Only those activities expressly authorized by subdivision (b)(ii)(A)(I) of this clause are permitted under this clause.
- (B) Professional and technical services.
 - (I) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this Section 41, does not apply in the case of:
 - (a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (b) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a

covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (II) For purposes of sub-Section 41(b)(ii)(B)(I), “professional and technical services” shall be limited to advice and analysis directly applying any professional or technical discipline.
- (III) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (IV) Only those services expressly authorized by subdivisions (b)(ii)(B)(I)(a) and (b) of this section are permitted under this clause.

(C) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this Section 42, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

- (I) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person’s products or services, conditions or terms of sale, and service capabilities; and
- (II) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency’s use.

- (c) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this Section 42 shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (e) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

42. DEBARMENT AND SUSPENSION

No subcontract shall be made to parties listed on the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-Procurement Programs” in accordance with Executive Orders 12549 and 12689,

“Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549.

43. BYRD ANTI-LOBBYING AMENDMENT

If the Agreement’s Maximum Fee/Not-to-Exceed Amount is \$100,000 or more, each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes places in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to NYCHA.

44. HUD REPORTING REQUIREMENTS

Consultant shall complete and submit all reports, in such form and according to such schedule, as may be required by NYCHA to comply with HUD requirements and regulations pertaining to reporting.

45. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In compliance with 2 CFR 200.216, Consultant shall not obligate or expend funds received from NYCHA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, “covered telecommunications equipment or services” means any of the following:

- (a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (c) Telecommunications or video surveillance services provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or using any of the equipment listed in 45(a) or (b) above.
- (d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

46. DOMESTIC PREFERENCES FOR PROCUREMENT

To the greatest extent practicable, Consultant shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR 200.322. For purposes of this section, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

47. INTELLECTUAL PROPERTY INFRINGEMENT

In furtherance of Section 5 and Section 11, if as part of the Services, Consultant provides NYCHA with the use of any intellectual property, proprietary item, and/or proprietary right, including but not limited to a United States Letters Patent, trademark, service mark, copyright, and/or trade secret (“**Intellectual Property**”), and if a third party claim for infringement, unfair competition, theft, or any other claim related to such Intellectual Property is brought against NYCHA or the Consultant to prevent NYCHA’s use of such, Consultant will use its best efforts to secure and maintain for NYCHA the unrestricted right to the continued use of such intellectual property, proprietary item, and/or proprietary right including but not limited to the use of any affected deliverable or product of the Services.

48. WORKPLACE VIOLENCE PREVENTION

NYCHA is committed to providing a safe workplace environment by utilizing measures to reduce or eliminate the risk of workplace violence and maintains a Workplace Violence Prevention policy and program. Whether perpetrated by NYCHA employees or others; violence, threats, harassment, intimidation and any other disruptive or threatening behavior at a NYCHA location will not be tolerated. Consultants must immediately report all incidents of such workplace violence by either notifying the NYCHA personnel identified in the Agreement or by calling the Office of Safety & Security at (212) 306-8800. Call 911 in case of an emergency. Consultants are responsible for training their workers on their company workplace violence procedures and to tailor preventive measures applicable to the work being performed at NYCHA sites. Consultant staff who are perpetrators of workplace violence will be removed from working on NYCHA sites and may be subject to criminal charges. Consultants are to review these requirements, as well as NYCHA’s Workplace Violence Prevention poster, with all staff and subcontractors. The Consultant may obtain a copy of the Workplace Violence Prevention poster from the NYCHA personnel identified in the Agreement.

49. ELECTRONIC SUBMISSIONS

- (a) The Consultant shall use NYCHA’s web-based e-Comply system (“**e-Comply**”) to electronically submit to NYCHA, per the requirements of this provision and as may be required per the terms of the Agreement, all (i) information, plans, submittals, reports, documents, and/or written instruments that the Consultant is required to submit to NYCHA in connection with the Consultant’s Section 3 and M/WBE requirements, (ii) certified payrolls and payroll records, and (iii) daily sign-in sheets (collectively, the “**Required Submissions**”). For purposes of clarity, such use of e-Comply is mandatory including, but not limited to, with respect to both Required Submissions that must be submitted with the Consultant’s bid/proposal prior to execution of the Agreement and Required Submissions that must be submitted after execution of the Agreement. As such, subject to subsection (b) below, submittal through e-Comply shall be the only permitted method that the Consultant shall use to make the Required Submissions to NYCHA. Subject to

subsection (b) below, no other method of submission of these documents shall be accepted. The requirements of this Section shall take precedence in the event of a conflict elsewhere in the Agreement. Instructions as to how the Consultant can register and use e-Comply are available at [Getting-Started-Doing-Business-with-NYCHA.pdf](#) (last accessed September 30, 2024).

- (b) NYCHA may, upon written notice to the Consultant (which may be sent electronically including by e-mail):
1. require the Consultant to submit through e-Comply or the Required System (as defined below) any other submittals, documents, information and/or written instruments that the Consultant is required to submit to NYCHA pursuant to the terms of the Agreement in addition to the Required Submissions;
 2. require the Consultant to use an electronic system, platform, portal, or other submission method other than e-Comply for purposes of submitting any of the Required Submissions to NYCHA (such alternate system, platform, portal, or other submission method is referred to as the “**Required System**”); and
 3. require the Consultant to participate in a training for e-Comply or the Required System per the instructions set forth in a written notice from NYCHA sent pursuant to this subsection (b).
- (c) For purposes of clarity, any requirements set forth in a written notice sent by NYCHA pursuant to subsection (b) above shall (1) constitute contractual requirements, (2) shall be binding on the Consultant, and (3) be incorporated by reference into the Agreement, and shall be made part of, the Agreement.

50. INFORMATION TECHNOLOGY ACCESSIBILITY

Consultant shall perform the Services in compliance with Section 508 of the Rehabilitation Act of 1973 and any laws, rules, and regulations related to the digital accessibility of web content.

APPLICATION CHECKLIST

Before submitting your application to PQL@nycha.nyc.gov please confirm that you have:

Provided full contact information (#5, application page 7) and included a copy of:

- ☐ **Proof of business address (utility bill, copy of lease, bank statement or other document)**
- ☐ Check License/Certificate Information (#6, application page 8)
- ☐ Completed MWBE status (#7, application page 9, only if applicable)
- ☐ Completed S3BC status (#7, application page 10, only if applicable)
- ☐ Staffing Plan, signed and dated under the Statement of Confirmation (#8, application page 11) AND provided a staffing plan or organization chart showing:
Name, title, years of experience of at least one supervisor or foreman and one employee (trades-person or technical staff member)
- ☐ Business Experience, provide proof of business operation for a minimum of three years (#9, application page 12-13) AND attached a copy of:
- ☐ Certificates or articles of formation or organization, or other company formation documents proving three years of business operation

APPLICATION CHECKLIST

- ☐ Complete the “Current/Completed Projects Tracker” (#9, application page 13) to demonstrate at least three past or current projects and at least three years of experience providing HVAC Services. Each contract must have a dollar value (each separately, and not in the aggregate) that is not less than \$12,500.
- ☐ Complete all fields, you need to **include the contract value, project start and end dates, and full reference contact information.** Provide the PO number for any NYCHA Contract that is listed.
- ☐ Mirco PQL Approval (#10, application page 14) Sign and Date
Link: [micro-pql](#)
- ☐ Confirmed Responsibility Check (#11, application page 14) by submitting copy of: Proof of PASSPort enrollment from MOCS (Mayor’s Office of Contract Services)
- ☐ Submitted Submission Statement (#12, application page 14) Signed, Dated, Notarized, and Corporate Seal (if a corporation)

APPLICATION CHECKLIST

- ☐ Bidder/Proposer Debarment Certification Form (#13, page 15) Signed, Dated by Authorized Signature for Business Applicant, include Name/Title
- ☐ Debarment Certification Form Pre-Qualified List Applicants, provide registered Dun & Bradstreet DUNS Number - Sign and Date (See Appendix I)
- ☐ Insurance Requirements – Sign and Date (#13, page 15) (See Appendix II)
- ☐ Terms and Conditions Statement – (#15, Page 15 and Appendix III)
- ☐ Submit the completed application and all supporting documents to NYCHA at PQL@nycha.nyc.gov with the subject line: **“Elevator Professional Services PQL Submission”**, include your company name also. Hard copy applications will **not** be accepted.