



**NEW YORK CITY HOUSING AUTHORITY**

**ACCESSolar SOLICITATION**

**FOR**

**SOLAR PHOTOVOLTAIC SYSTEMS**

<b>Event</b>	<b>Date</b>	<b>Time</b>
<b>Public Advertisement Begins</b>	<b>April 21, 2023</b>	
<b>1<sup>st</sup> deadline to submit questions</b>	<b>May 5, 2023</b>	<b>5:00 PM</b>
<b>Pre-Submission Conference</b>	<b>May 16, 2023</b>	<b>5:00 PM</b>
<b>1<sup>st</sup> Q &amp; A released</b>	<b>May 18, 2023</b>	
<b>Site Visits Begin</b>	<b>May 22, 2023</b>	
<b>2<sup>nd</sup> deadline to submit questions</b>	<b>June 2, 2023</b>	<b>5:00 PM</b>
<b>2<sup>nd</sup> Q &amp; A released</b>	<b>June 16, 2023</b>	
<b>Proposal Submission Deadline</b>	<b>July 6, 2023</b>	<b>5:00 PM</b>

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## **EXHIBITS**

<b><u>Exhibit A</u></b>	Schedule of Site Visits
<b><u>Exhibit B</u></b>	Table of Developments and Sites
<b><u>Exhibit C</u></b>	Minimum Technical Specifications
<b><u>Exhibit D</u></b>	NYCHA Conditions, Terms, and Limitations
<b><u>Exhibit E</u></b>	Additional Deliverables
<b><u>Exhibit F</u></b>	Safety & Security Table
<b><u>Exhibit G</u></b>	Insurance Template

The above-referenced exhibits are attached to this Solicitation and are incorporated herein by reference.

## ATTACHMENTS

**Attachment A**      Consumer Protection Key Terms Worksheet

**Attachment B**      Hiring & Training Goals

**Attachment C**      Financial Qualification Statement Form

**Attachment D**      Minimum Qualifications Requirements Table

**Attachment E**      Site Proposal Form

**Attachment F**      Sample Lease Template

The above-referenced documents are attached to this Solicitation and are incorporated herein by reference. Please contact [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov) for copies of all attachments.

## 1 OVERVIEW

### 1.1 Introduction and Overview

The New York City Housing Authority (“NYCHA”) is the largest public housing authority in North America. Further information about NYCHA is found on the NYCHA Factsheet, available at [NYCHA Fact Sheet 2022.pdf](#). Additionally, NYCHA administers the largest Section 8 program in the United States of America.

NYCHA has pledged to support the development of 30 MW of renewable energy on its property by 2026. This effort contributes to meeting New York City’s goal to reduce greenhouse gas emissions 80 percent by 2050. NYCHA has also been a participant in the United States Department of Housing and Urban Development (“HUD”) Renew300 initiative, which aimed to install 300MW of renewable energy capacity at federally assisted housing.

In order to help fulfill the above goals, NYCHA has developed the Accelerating Community Empowered Shared Solar (“**ACCESSolar**”) program, in which teams of qualified solar developers (the “**Proposers**”) working with non-profits and/or community-based organizations are invited to submit proposals (“**Proposals**”) to own, finance, design, install, operate, monitor and maintain rooftop community shared solar photovoltaic projects (collectively the “**Projects**”) on NYCHA properties (the “**Developments**”).

NYCHA’s goals under this program are to:

- Train and employ NYCHA residents to develop career-path green jobs
- Provide the host developments with lease revenue for operations
- Provide NYCHA residents who pay their own electric bills, Section 8 voucher holders, and other low- and moderate-income (LMI) households across New York City an opportunity to save money by switching to lower-cost solar power
- Open business opportunities for small-scale solar developers, startups, and minority- and women-owned business enterprises (MWSBEs) in the solar industry
- Help build capability for community-based organizations to form partnerships with solar developers

All projects developed under ACCESSolar will be community shared solar or remote net crediting systems—installations that will generate power on their own meters (not behind a NYCHA meter) and whose output will be shared among multiple off-site subscribers. NYCHA will not purchase or receive credits for any of the power produced by these systems. NYCHA cannot cover any costs, capital or otherwise, associated with the Projects. NYCHA shall not provide any financial security (i.e., letter of credit, guarantee, etc.) or encumbrances to secure

its obligations under a Lease Agreement. NYCHA will host the solar installations through Lease Agreement(s) (the “**Lease(s)**”). The term (“**Term**”) of the Leases shall be 20 years (the “**Initial Term**”), with one optional 5-year renewal period (the “**Renewal Period**”), exercisable at NYCHA’s sole discretion by written notice to the Project Developer(s).

## 1.2 Definitions

**Development:** A NYCHA development is a property owned by NYCHA and managed either by itself or as part of a larger consolidation. Each development consists of one or more buildings, along with their associated ground areas and parking lots, if any.

**Site:** Each individual building rooftop on which Proposer is invited to develop a solar PV installation.

**Project Developer:** A Proposer who has been selected by NYCHA under the ACCESSolar Program to enter into a Lease Agreement with NYCHA to develop solar PV on selected rooftops.

## 1.3 Solicitation Timetable

### 1.3.1 Release Date

The release date of this Solicitation is April 21, 2023 (the “Release Date”).

### 1.3.2 Proposers’ Conference

A virtual Proposers’ Conference (“**Proposers’ Conference**”) will be held at 2:00 PM on May 16, 2023. Although attendance is not mandatory at the Proposers’ Conference, it is strongly recommended that all interested Proposers attend. Interested parties should register for the Proposer’s Conference by emailing [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov).

### 1.3.3 Submission of Written Questions

NYCHA requests that Proposers submit questions via e-mail. All questions must be sent to [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov).

There are two opportunities to ask written questions in reference to this solicitation:

1. Questions can be sent in advance of the Proposer’s conference. They must be sent no later than 2:00 p.m. on May 5<sup>th</sup>, 2023. They will be answered by May 18<sup>th</sup>, 2023.

2. Questions submitted between May 5<sup>th</sup>, 2023 and June 2<sup>nd</sup>, 2023 will be answered by June 16<sup>th</sup>, 2023.

Proposers will be permitted to ask additional questions at the Proposers' Conference.

Questions submitted in writing must include the firm name and the name, title, address, telephone number, and e-mail address of the individual submitting the question.

**All questions and answers will be posted on NYCHA's ACCESSolar Website.**

#### 1.3.4 Site Visit Opportunities

Proposers will be given the opportunity to visit the Developments prior to the Proposal Submission Deadline. There will be one site visit to a representative roof and electrical room for each Development included in this Solicitation. The scheduled dates, times, and locations for the site visits are attached to this solicitation as **Exhibit A**.

All site visits are by appointment only and must be arranged in advance by RSVPing to [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov). Proposers shall be accompanied by NYCHA personnel.

Although attendance is not mandatory, Proposers are strongly encouraged to attend. Proposers may request site visits of additional sites after the conclusion of the scheduled visits. For more details, see **Exhibit A** and the Solicitation milestone table in Section 1.3.6.

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#### 1.3.5 Proposal Submission Deadline

Proposals must be received by NYCHA no later than the deadline listed below (the "**Proposal Submission Deadline**"). Proposers should refer to Section 3.2 of this Solicitation for details on Proposal packaging and submission requirements.

### 1.3.6 ACCESSolar Solicitation Milestones

Significant dates and times relevant to this ACCESSolar solicitation are listed in the milestone table below.

Event	Date	Time	Location
Solicitation Release Date	April 21, 2023		
1 <sup>st</sup> deadline to submit questions	May 5, 2023	5:00 pm	
Proposers' Conference	May 16, 2023	2:00 pm	Virtual
Site visits begin	May 22, 2023	9:00 am	Various Locations
Deadline to submit additional site visit requests	June 2, 2023	5:00 pm	
2 <sup>nd</sup> deadline to submit questions	June 2, 2023	5:00 pm	
Q&A released	June 16, 2023		
Proposal Submission Deadline	July 6, 2023	5:00 pm	
Interviews and Presentations	July 19, 2023 – August 3, 2023		NYCHA 24-02 49 <sup>th</sup> Ave. LIC, NY 11101
Anticipated Award Date	August 17, 2023		

## **2 SCOPE OF WORK**

### **2.1 Summary**

The Project Developer shall finance, design, build, own, operate and maintain solar installations on the rooftops of NYCHA Developments and Sites listed in **Exhibit B**. The Project Developer shall enter into one or more Lease Agreement(s) with NYCHA and pay NYCHA rents for using NYCHA properties. Additionally, the Lease Agreement will memorialize other programmatic commitments such as the training and hiring of NYCHA residents as well as enrolling LMI New Yorkers as subscribers for the power produced by these systems.

NYCHA shall host the installations for up to 25 years through one or multiple Lease Agreement(s). NYCHA will not participate in financing the Projects.

### **2.2 Site bundles and minimum requirements**

**This Solicitation includes a total of 309 buildings and across 21 separate developments. These have been grouped into bundles** based on a number of factors including location, site characteristics, utility service areas, and to facilitate multiple opportunities for bidders to respond to groups of sites. The bundle number is included in the site listing in **Exhibit B** and the summary of each bundle is presented below. **Exhibit B** includes a solar potential estimate for each building for the convenience of Proposers; these estimates have been taken from LiDAR data, adjusted downward for any existing rooftop uses, as well as estimated FDNY and maintenance clear paths. Proposers should take these figures as a rough estimate and conduct their own analysis.

**Proposer may submit a Proposal for any number of the site bundles. Proposers are encouraged to maximize the total system sizing for each bundle based on their experience and capabilities.**

**Proposals MUST reach the minimum projected solar capacity for each bundle as indicated below.**

<b>Bundle Number</b>	<b>Bundle 1</b>	<b>Bundle 2</b>	<b>Bundle 3</b>
<b>Bundle Description</b>	<i>BQDM Zone</i>	<i>North Brooklyn</i>	<i>South Brooklyn</i>
<b>Number of developments</b>	3	3	2
<b>Number of buildings</b>	39	59	50
<b>Estimated solar capacity for combined buildings (kW)</b>	1,705	2,550	2,203
<b>Developments</b>	Cooper Park Cypress Hills Sumner	Red Hook East Red Hook West Marcy	Breukelen Sheepshead Bay
<b>Minimum Proposal Requirements</b>	<b>900 kW</b>	<b>1,500 kW</b>	<b>1,590 kW</b>

<b>Bundle Number</b>	<b>Bundle 4</b>	<b>Bundle 5</b>	<b>Bundle 6</b>
<b>Bundle Description</b>	<i>Queens</i>	<i>The Bronx</i>	<i>High Rises (BK &amp; MN)</i>
<b>Number of developments</b>	4	4	4
<b>Number of buildings</b>	79	42	40
<b>Estimated solar capacity for combined buildings</b>	2,760	1,721	1,313
<b>Developments</b>	Astoria Ravenswood South Jamaica I South Jamaica II	Monroe Patterson Butler Bronx River	Albany I & II Farragut Grant Smith
<b>Minimum Proposal Requirements</b>	<b>2,100 kW</b>	<b>750 kW</b>	<b>500 kW</b>

### **2.3 Obligations of the Project Developer**

The Project Developer shall be responsible for the following:

#### **2.3.1 Identifying, negotiating, and securing project financing**

The Project Developer shall be solely responsible for obtaining project financing necessary to fund all of the Project Developer’s obligations with respect to the Projects, including designing, permitting, owning, insuring, commissioning, interconnecting, metering, operating, maintaining, monitoring, and decommissioning, and removing the Projects, and for providing security for the Projects at all times.

The Project Developer shall be solely responsible for paying any taxes that may arise from the Projects.

NYCHA will not cover any costs, capital or otherwise, associated with the Projects. NYCHA shall not provide any financial security (i.e., letter of credit, guarantee, etc.) or encumbrance to secure its obligations under a Lease Agreement.

2.3.2 Full system ownership for the entire life of the system, including decommissioning

The Project Developer shall own, operate, and maintain all systems installed under this Solicitation. Any equipment owned by the Proposer may be used as collateral to secure financing, obtain tax credits, or otherwise benefit the project financials.

The Project Developer shall be responsible for decommissioning the Projects at the end of the Lease Agreement(s) terms or earlier expiration thereof, including removal of all systems, wiring, meters, and return the Project Site on which the Project was installed to its original condition. The Project Developer will be required to provide at NYCHA's discretion, security in the form of an escrow fund, irrevocable letter of credit, surety bond, or third-party guaranty sufficient to cover the cost of the removal of the Project(s) and restoration of the Project Site(s) at the expiration or earlier termination of the Lease Agreement.

Assignments of the leasehold interest by the selected Project Developer to another entity shall be on terms and conditions as detailed in the template Lease Agreement. Additionally, NYCHA has the right to transfer the Developments to another entity in its sole discretion at any time.

2.3.3 System design, site preparation, construction and commissioning according to all local, State, Federal, and utility requirements and minimum specifications as documented in Exhibit C

The Project Developer shall design the electrical, physical, and mechanical systems.

NYCHA staff will review the systems design (See section 2.4.3) to make sure the solar installations will not impact normal building operations. NYCHA will not provide any technical input other than on matters which would directly impact building operations, safety, or security.

The Project Developer shall be responsible for the permitting and interconnection approval processes, including all fees and/or costs associated with any required network upgrades. Power generated on NYCHA's properties by community solar systems will be metered separately from existing NYCHA electrical meters. The Project Developer shall be responsible for site preparation, minimizing disruption of building operations, and taking into account other construction work that might be underway at the same time. The Project Developer shall be responsible for systems construction and commissioning.

All systems must be installed and maintained so that they do not cause roof leaks or damage, and must not reduce or invalidate existing rooftop material warranties. The Project Developer will be held liable for any leak or damage caused by the installations, or if they invalidate existing roof warranties. Roof warranties and other building information can be provided upon request to [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov).

#### 2.3.4 System and component safety and security, including preventing risks to NYCHA sites, staff and residents, both during construction and over the entire term of the Lease Agreement

The Project Developer shall be responsible for ensuring safety and security at all stages of the project development, construction and operation. The Project Developer shall be responsible for preventing risks to NYCHA staff and residents. See **Exhibits C and F** for more information. The Project Developer shall develop safety procedures that will be reviewed and approved by NYCHA in accordance with the Lease Agreement(s).

#### 2.3.5 Lease Payments to NYCHA

The Project Developer shall be responsible for making lease payments to NYCHA in return for their use of NYCHA's facilities (roofs and electrical rooms), according to the executed Lease Agreements.

#### 2.3.6 Identifying subscribers and/or off-takers for the power produced by the solar systems

The Project Developer shall identify subscribers for the power generated by the systems. These subscribers may include NYCHA residents who pay their own electricity bills. However, most NYCHA developments are master-metered buildings where residents do not pay their own electric bills; therefore subscribers are expected to be off-site households and businesses.

#### 2.3.7 Marketing to Low and Moderate Income (LMI) customers in NYC including NYCHA residents who pay their own bills

The Project Developer shall utilize best efforts to enroll the maximum number of LMI customers in the community solar system. All community solar arrays on NYCHA property must in all cases dedicate at least 20 percent of their power to verified LMI subscribers, and proposers are strongly encouraged to exceed a 50 percent LMI subscription rate. All residential LMI subscribers must be offered at least a 10% discount from the standard ConEd electric rate. NYCHA encourages Proposers to exceed these baseline requirements. LMI verification should be through proxy methods that do not disclose personal information, such as by enrolling households who live in 100% affordable housing or are enrolled in utility low-income bill programs such as LIHEAP.

NYCHA believes that the Project Developer who installs community solar systems on NYCHA properties should attempt to prioritize the enrollment of direct-billed NYCHA residents and Section 8 voucher recipients in their marketing and customer acquisition efforts, in order to reduce their electricity bills. NYCHA additionally wishes to ensure that LMI subscribers are protected, and has provided the Consumer Protection Key Terms Worksheet in **Attachment A** with more details.

Although the vast majority of NYCHA buildings are master-metered, approximately 7,000 NYCHA households are billed directly for their electricity by ConEd. These households, as well as approximately 85,000 households who receive Section 8 vouchers, could benefit from lower electricity costs provided through community shared solar systems.

To help the Developer enroll NYCHA households in community shared solar systems, NYCHA shall provide the Project Developer with a list of developments where residents pay their own electricity bills. NYCHA cannot provide any names, addresses, or other information concerning individual tenants. NYCHA may, at its sole discretion, include information in NYCHA mailings to Section 8 households to alert them of the opportunity to participate in community solar.

#### 2.3.8 Training and hiring NYCHA residents

The Project Developer shall commit to train and hire NYCHA residents.

NYCHA is committed to providing job opportunities to its residents. NYCHA's solar program provides a unique opportunity to provide NYCHA residents with a long-term career pathway in a burgeoning industry.

Project Developers are required to commit to resident hiring goals, which are made part of the Lease Agreement(s). NYCHA's standard is that at least 25 percent of labor hours on construction projects are to be worked by NYCHA residents, and Project Developers are expected to meet or exceed that goal. Proposers are required to disclose resident hiring goals in their proposal in **Attachment B**. If the goals fall short of NYCHA's standard, the proposer is expected to provide a well-documented rationale. All types of jobs (construction, clerical, IT, accounting, sales, etc.) should be considered for this requirement. For this section, NYCHA residents are defined as referenced in **Attachment B**.

To fulfill this commitment, the Project Developer is expected to devise a recruitment strategy that maximizes the outreach to NYCHA residents. NYCHA, through its Resident Economic Empowerment and Sustainability ("**REES**") division, will assist the Project Developer by reaching out to qualified NYCHA residents. The Project Developer is also expected to focus recruitment efforts on the sourcing of trainees from the NYCHA Clean Energy Academy's inaugural solar PV installation cohort which seeks to provide job placement opportunities for residents with

contractors performing renewable energy installations on NYCHA rooftops as part of NYCHA's commitment to host 30 MW of solar power by 2026. Academy trainees will receive 280 hours of skills and workforce preparation, safety and industry certifications, and specialized training focused on building electrification, energy efficiency, and solar PV installation basics.

The Project Developer is nonetheless expected to conduct its own outreach efforts to proactively identify residents with relevant skills and experience. Project Developers are welcome to recruit into a training program while also recruiting for qualified residents to fill open positions.

REES recruitment efforts will include, but not limited to, sourcing residents from the following training programs:

- 1) NYCHA Clean Energy Academy trainees. The Clean Energy Academy, supported by NYCHA's Sustainability Department and REES, is expected to provide clean energy job training to 100 NYCHA residents over two years. These trainees will receive 280 hours of skills and workforce preparation, safety and industry certifications, and specialized training focused on on building electrification, energy efficiency, and solar PV installation basics;
- 2) Graduates of the NYCHA Resident Training Academy (NRTA)-Construction track. These graduates attend job-readiness trainings, construction training, and are OSHA certified;
- 3) Graduates of Green City Force (GCF) who completed the GCF introductory solar training (3-day training); and
- 4) Residents who may have received other outside solar training and/or have worked in the industry.

### 2.3.9 Minority, Women, and Small Business Enterprise ("M/W/SBE") commitment

In furtherance, but not in limitation of Section 18 of the NYCHA General Terms and Conditions excerpted in **Exhibit D**, when issuing solicitations for subcontractors, the Project Developer(s) shall take affirmative steps to include minority and women owned businesses and small business enterprises ("**M/W/SBEs**") as 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.

The Project Developer shall state in all solicitations or advertisements for bids for subcontractors placed by or on behalf of the Project Developer that all qualified businesses will receive consideration for subcontracts without regard to the race, color, religion, military service, national origin, sex, age, disability, marital status or sexual orientation of the owners, partners, management or stockholders of a business. M/W/SBEs shall be given an equal

opportunity by the Project Developer to submit proposals to such Project Developer for consideration of subcontracting awards in connection with the Lease Agreement(s) as NYCHA is committed to maximizing M/W/SBE participation in NYCHA's contracting process.

## **2.4 NYCHA responsibilities**

### **2.4.1 Host and Lessor for solar systems**

NYCHA shall host solar systems on its rooftops.

NYCHA shall sign a Lease Agreement for each bundle of solar installations that will reference the obligations of each party. A sample Lease Template is available as **Attachment F**. Proposers should email [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov) for copies of all Attachments, including the Lease Template. The Lease Agreement signed between NYCHA and the selected Project Developer will be substantially in the form of the Lease Template provided here.

### **2.4.2 Provide Site Access**

NYCHA shall provide access to the site, including rooftops, electrical interconnection rooms, and other key areas.

Permission to enter upon the Properties will be granted in the form of the Lease Agreement(s) duly executed by the Project Developer and NYCHA. Prior to execution of the Lease Agreement, NYCHA can provide supervised site access to Project Developers to conduct their due diligence prior to executing a Lease Agreement. Said access will be pursuant to a Site Access License Agreement that NYCHA will provide to selected Project Developers.

### **2.4.3 Review plans, design, and procedures to ensure continuity of building operations**

NYCHA staff, including building operation staff and authorized external consultants, shall review and approve in its sole discretion:

- Proposed electrical, physical and mechanical designs and construction plans with the exclusive intent to determine any adverse impact on NYCHA building operations, safety, or security. If it is determined that the proposed system designs would impact normal building operation, NYCHA will require corrected designs.
- Construction plans to prevent disruption of the site's normal operation and to anticipate construction coordination needs with any upgrades or repairs planned by NYCHA.

- Operations, maintenance and safety procedures for the long-term operation of the solar systems, with the exclusive intent to determine any adverse impact on NYCHA building operations and identify coordination needs.

The Project Developer remains fully responsible for all aspects of designs and plans and for compliance with all Federal, State and local laws, rules and requirements.

NYCHA reserves the right to verify that designs, procedures and actions taken by the Project Developer's operations and maintenance staff are consistent with the approved plans and designs.

#### 2.4.4 Project commissioning review

During and upon completion of construction, NYCHA shall attend commissioning inspections with the Project Developer, at NYCHA's discretion.

#### 2.4.5 Construction safety inspections

NYCHA may perform periodic inspections during construction to ensure adherence to safety and security protocols and requirements. NYCHA reserves the right to stop work if the site safety inspector deems there is an imminent threat to life and/or safety of NYCHA staff and residents.

#### 2.4.6 Emergency Management during Operations

NYCHA reserves the right to intervene and take action on the systems if there is an imminent threat to the safety of NYCHA staff, NYCHA residents or the general public.

#### 2.4.7 Introduce Project Developer to NYCHA Resident Association(s) and supportive CBOs

NYCHA shall facilitate meetings with Resident Associations and external community-based organizations with the intent that these meetings will support and result in:

- Maximizing the potential for NYCHA resident hiring opportunities
- Resident information and buy-in for solar construction on site
- LMI outreach and subscription to the community solar projects on the NYCHA facilities provided within this Solicitation.

#### 2.4.8 Assist in NYCHA resident workforce development

NYCHA's REES team shall assist the Project Developer with identifying NYCHA resident candidates for training and hiring on solar projects that arise from this Solicitation. Once the Project Developer has defined the needs, notably in terms of skills and certifications, REES will

verify qualified NYCHA resident candidates' interest for potential solar jobs and their availability and with such residents' written consent send their resumes to the Project Developer. The Project Developer shall conduct interviews and select trainees and hires.

As referenced in Section 2.3.8, these candidates will be primarily sourced from Clean Energy Academy trainees and already existing groups of candidates.

### **3 SOLICITATION PROCEDURES**

#### **3.1 General Information**

##### **3.1.1 General Information**

This document lays out the procedures, requirements, and deadlines (“**Requirements**”) for submitting a Proposal to NYCHA under the ACCESSolar program. The information required under the Proposal is limited to that required to negotiate a Lease Agreement, under which successful Proposers will construct, own, operate, and maintain the solar systems. An overview of additional information, deliverables, and procedures that will be necessary to develop and construct the solar systems, but which are not specifically required as part of the Proposal, is attached as **Exhibit E**. The information listed in **Exhibit E** includes items such as the solar system plans and specifications, detailed safety and maintenance procedures, advertising and marketing materials.

It is the Proposer’s responsibility to ensure it has a complete and thorough understanding of all requirements regarding what NYCHA expects from the Proposer prior to submitting its Proposal. By submitting a Proposal, the Proposer covenants that it will not make any claims for or have any rights to damages because of any misinterpretation or misunderstanding of the Scope of work, as described in Section II of this Solicitation, or because of any misinformation or lack of information concerning this ACCESSolar program or Proposal submittal requirements.

##### **3.1.2 Questions, Answers, Modifications, and Negotiations**

Proposers are encouraged to ask NYCHA questions about the ACCESSolar Proposal requirements, as well as any and all items included in **Exhibit E**. A dedicated email address has been set up at for this purpose. From the release date of this Solicitation until NYCHA awards the Agreement, the only contact a Proposer may initiate with NYCHA is via the [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov) email address. NYCHA will provide available as-built drawings, roof warranties, and the Lease Template as requested; all general questions will be answered in the Q&A periods detailed in Section 1 of this Solicitation and posted on the ACCESSolar website.

NYCHA reserves the right to issue addenda to correct, modify or amend this Solicitation (including any Scope of Service requirements and/or terms or conditions) prior to the Proposal Submission Deadline (“**Deadline**”), via Addenda posted on the ACCESSolar website. NYCHA will advise such parties of any clarifications or revisions it makes to this Solicitation. If, in NYCHA’s sole judgment, additional time is required for Proposers to respond, NYCHA may grant an extension of time to all Proposers.

NYCHA reserves the right to communicate with any of the Proposers, but it is not obligated to do so. NYCHA may discuss the Proposals of any Proposers concurrently or sequentially, as NYCHA may determine to be in its best interest. No Proposer has any rights against NYCHA arising from any such invitation to a discussion, or from any negotiations that may arise pursuant to the discussions.

A Proposer must comply with all requests for information and, if requested by NYCHA, participate in discussions. If a Proposer fails to do so within the time period given (or within any time extension that NYCHA may grant), NYCHA may deem the failure to be an act of non-conformance with the Solicitation requirements, which will permit NYCHA to award the Agreement to another Proposer or to solicit new Proposals. NYCHA may require a Proposer to produce more detailed information concerning the professional background of those persons who own and manage such Proposer, a report on the financial background of such Proposer, and/or information concerning the nature and status of any past, pending or threatened charges or actions (including lawsuits, criminal or disciplinary actions, administrative proceedings by any governmental or regulatory agency or bankruptcy action) against such Proposer or any of its partners, directors, officers, employees or shareholders, as the case may be.

Please note that Proposals accepted under this solicitation will be evaluated as a basis for final negotiation and may be modified at any time before Lease Signature with the mutual agreement of NYCHA and the Project Developer. NYCHA explicitly reserves the right, as a part of this Solicitation, to continue negotiations with Project Developers selected under this Solicitation and request changes to accepted Proposals, or to allow Project Developers to edit their Proposals in response to project conditions. NYCHA may choose to withdraw or add individual sites or parcels to an accepted Proposal in response to site conditions. If NYCHA withdraws Sites from an accepted Proposal prior to Lease Signature, NYCHA will make best efforts to identify alternate Sites that exhibit similar characteristics, and can support a similar kW solar capacity, as the withdrawn Sites.

### **3.2 Proposal Packaging and Submission Requirements**

All narrative sections in the Proposal are **NOT TO EXCEED the number of pages indicated in each section, double-spaced pages with 1" margins and 12pt text.** The final Proposal (including all narrative sections and requested attachments) must be submitted electronically in PDF and XLS format to [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov) by the Deadline of **July 6, 2023**. All Proposals shall become the property of NYCHA.

NYCHA may choose, in its sole discretion, to extend the Deadline for any or all selected teams. NYCHA may additionally choose to waive what it considers to be non-material non-conformance by a Proposer with these Requirements.

### **3.3 Proposal Content Requirements**

The Cover Page (template provided below) must include, for the lead Proposer and all team member organizations, the following:

- Primary point of contact name
- Phone number
- Email address

The Cover Page must include a listing of the names of the developments and building numbers that are included in the proposal.

The Cover Page also includes the major quantitative commitments required by NYCHA: hiring and training of NYCHA residents; subscribing NYCHA residents and/or other LMI New Yorkers; and total annual lease payments.

#### **3.3.1 Section 1: Team information and Minimum Qualifications**

The team information and qualifications narrative (maximum 5 pages) must demonstrate the Proposer's ability to finance, design, install, and operate the Projects successfully and in a timely manner. It must describe team members and use previous experience in similar projects to address each specific area of focus.

This section should include an overview of the project structure and a description for each organization, including roles and expected major tasks during project development, construction and operations. Proposer must also include an organization chart identifying the names, titles, and reporting relationships of key personnel, organizations, and subcontractors who will be assigned to develop, own, and operate the Projects over the life of the system.

Résumés for each person named in the organization chart, including training, education and prior experience must be provided. The organization chart and resumes do not count in the maximum number of pages for this section. The foregoing information must also be provided for any subcontractor that the Proposer proposes to utilize. Proposers should also be ready to provide references for key personnel and organizations upon request.

Proposer must also provide the following information in order to demonstrate, to the satisfaction of NYCHA, that it has the skill and experience, as well as the necessary personnel and financial resources, to complete the scope of work in a satisfactory and timely manner:

- Proof of the Proposer's legal existence as a business entity; if the Proposer was not organized under the laws of the State of New York, proof that the Proposer is qualified to do business in New York; and, if the Proposer is conducting business under an assumed name, a copy of the certificate required to be filed pursuant to the General Business Law of the State of New York. If the Proposer is a joint venture, provide information regarding the percentage of profit and loss allocable to each member of the joint venture.
- Proposer's audited financial statements for its most recent two (2) fiscal years, or the filled-out financial statement in **Attachment C** if audited financial statements cannot be provided. If the Proposer is a joint venture, provide this information with respect to each member of the joint venture.
- **Attachment D** filled out, demonstrating the Proposer's ability to satisfy the Minimum Qualifications Requirements

The information requested in the above bullet points does not count towards the maximum number of pages for this section.

### 3.3.2 Section 2: Listing of sites and solar system sizes; Technical Approach, Deployment, and Construction Plan

Proposer must provide a complete listing of all the individual sites by building number and development name that includes the estimated solar capacity at each site. This information should be consistent with all of the detailed solar project designs that will be provided to NYCHA pursuant to the Lease Agreement. All information must be included in **Attachment E** in the original Microsoft Excel format.

The proposer must provide an overall deployment plan timeline that indicates when construction is likely to be started and completed for the portfolio of sites included in **Attachment E**. This timeline should be in Gantt chart format and should be accompanied by a narrative (maximum 10 pages, not including the Gantt chart) detailing the Proposer's deployment and construction plan, and technical approach. This narrative must demonstrate that the projects will be delivered in a timely manner. This plan must address any technical, scheduling, or construction coordination concerns and requirements that could impact the Proposer's ability to deliver the projects. It must address the unique requirements of building a solar PV system on NYCHA property, considering all the parties involved (including but not

limited to the utility, NYC permitting authorities, HUD, NYCHA staff and residents). A plan that avoids roof leaks during construction is essential.

This narrative must also highlight any potential risks and contingencies that may arise during the permitting and construction period and would impact the milestones in the timeline. Proposer will be expected to document their hands-on experience and how they have achieved results with a phased work plan. The technical approach narrative must include answers to the following questions:

- How will the Proposer’s design minimize the impact on building operations during and after installation, and minimize the need for post-installation maintenance and repairs?
- How will the Proposer ensure the continuity of roof warranties, prevent roof leaks during installation, and repair roof leaks should they occur?
- How will the Proposer minimize the risk of damaging NYCHA assets and resident units during installation?
- How will the Proposer maximize system capacity and production?
- Please identify specific standards that will be employed to ensure the highest levels of safety, reliability, and quality for this project.

Please identify the necessary space requirements for safely and securely storing equipment during installation.

Proposer must refer to **Exhibit C** which includes required minimum technical specifications for all solar systems that will be proposed for installation on NYCHA property. While this is not comprehensive, it does include requirements for all major components, installation, and operational expectations, and will be incorporated into the Lease Agreement. NYCHA will not own or be responsible for any of the proposed solar equipment; however, as a host for the site, it is important that industry best practices are followed to reduce risks to property and individuals. Additionally, the Minimum Technical Specifications detail several NYCHA-specific requirements tailored to NYCHA’s safety and security concerns and operational needs.

### 3.3.3 Section 3: Operations, maintenance, and security

The operation, maintenance, and security narrative (maximum 4 pages) must describe the Proposer’s plans to efficiently operate and maintain the solar systems while avoiding disruption to the day-to-day operation and maintenance of NYCHA buildings. Proposer must provide a detailed maintenance schedule that describes the frequency and type of routine maintenance that will be performed. A plan that avoids roof leaks for long term operations is essential. Proposer should refer to the Safety and Security table attached as **Exhibit F**, the Minimum

Technical Specifications (**Exhibit C**), and Additional Deliverables (**Exhibit E**) as references for this section.

Proposer must include answers to the following questions:

- What are the Proposer's operation and maintenance roles and responsibilities?
- What coordination and data requests will Proposer need to make to NYCHA staff (both on-site operations and central office) in order to carry out its roles and responsibilities?
- What are the procedures the Proposer will follow for identifying and promptly resolving any system issues that may impact the host site and/or production, including any access requirements?
- What are the procedures the Proposer will follow to respond to questions or concerns from NYCHA operations staff, or in case of safety and security incidents?
- What is the Proposer's approach in terms of operational management and security for the solar systems? What methods does the Proposer recommend to detect and minimize any risks to the NYCHA site, residents, or staff?
- Is there any training and/or documentation that will be provided to NYCHA facilities staff prior to operation? Please quantify the impact these installations will have for NYCHA's staff.
- How will Proposer ensure that the system is safely decommissioned at the end of the Lease?

#### 3.3.4 Section 4: Project financing

The financing approach narrative (maximum 5 pages) must provide information about the financing team and evidence that financing for Projects has been secured or is sure to be secured upon signing of a final Lease Agreement. Proposer should also provide evidence in the form of a documented letter of commitment that references the specific project sites and amount of funding provided from the financing partner(s). It is acceptable to provide a letter that states financing will be provided contingent upon signing of the final Lease Agreement.

Proposer must include answers to the following questions:

- Who are the envisioned partners for financing the Projects?
- What is the Proposer's experience with working with these financing partners?
- What is the envisioned financing structure for the Projects?
- What are the factors that could influence the Proposer's ability to secure the Projects' financing?
- What form of security will Proposer provide NYCHA to cover the Projects' removal costs?

Also, answers to the following questions are requested but not required:

- What is the anticipated rate of project debt and anticipated return on investor equity?
- What amount of Proposer equity will remain in the project at the end of the first operating year?

NYCHA understands that Proposers may not be able to secure a final financing partner prior to Proposal Award; however, NYCHA strongly encourages the Project Developer to identify financing and/or the system's long-term owner prior to Lease signature.

### 3.3.5 Section 5: Approach to delivering financial benefits to NYCHA and NYCHA residents

Proposer must describe its proposed financial benefits to NYCHA itself and to NYCHA residents, including lease payments to the host development. Proposer should include information on, and quantify when possible, any tangible and non-tangible benefits to NYCHA facilities and residents and should describe any challenges in providing financial benefits to community solar subscribers. In addition to the financial benefits narrative (maximum 3 pages), proposer must provide the annual lease payment offer per site using **Attachment E**. Proposer is strongly encouraged to additionally provide a *pro forma* or other documentation justifying the proposed lease payment. This documentation will not be shared and can be labeled confidential at Proposer's request.

NYCHA understands that, given the project profile of ACCESSolar roofs and the other community benefits requested, lease payments or other financial benefits may be modest. However, some amount of lease payments are required, in order to ensure that all residents of a Development that hosts solar at NYCHA realize some benefit. Proposers are additionally encouraged to identify and offer other creative benefits to NYCHA residents in this section.

### 3.3.6 Section 6: NYCHA resident hiring

The Proposal must include a workforce development narrative (maximum 5 pages) that explains the Proposer's approach to training and hiring NYCHA residents and putting them on solar career pathways. Proposer must document their hiring and training goals in **Attachment B** with quantitative commitments. Specifically, it must include the number of positions by trade, skill level, and contract duration that will be targeted to be filled by residents. For each position, the training curriculum must be described. Proposers are expected to commit to interviewing NYCHA Clean Energy Academy trainees to fulfill their resident hiring requirements. Proposers will be responsible for coordinating with REES and the Clean Energy Academy to retain NYCHA residents for solar installations and other on-site assistance following the completion of the initial solar installation cohort, tentatively scheduled to commence in Spring 2024. Proposer must include answers to the following questions:

- Has the Proposer had any past experience in working with NYCHA residents or low-income communities? Describe specific achievements.
- Does the Proposer envision working with partners on this requirement? Please name them and provide precedents.
- What kind of support does the Proposer require from NYCHA to develop and implement a NYCHA resident training and hiring plan?
- If Clean Energy Academy graduates are unavailable and additional training is required: what would be the envisioned training curriculum for both classroom work and practical roof work? What would be the percentage of those two components?
- What are the expected skills to be gained by NYCHA residents hired for the Project?

**Attachment B** also includes a Hiring and Training Reporting Table template. The Project Developer will have to fill out this Hiring and Training Reporting Table quarterly once the Lease Agreement is executed and until permissions to operate have been received.

### 3.3.7 Section 7: LMI enrollment in community solar subscriptions

Proposer must provide a plan (maximum 5 pages) that explains its LMI enrollment approach, goals, and pricing for NYCHA residents who pay their own electricity bills and other New York City LMI households within the context of its overall subscription plan. It must demonstrate how the Proposer’s planned outreach is adapted to these customers and their needs. It must also describe how the program will help those LMI customers reduce their electricity bills.

Proposer must include answers to the following questions:

- What is the quantitative goal of LMI customer enrollment, in terms of both percentage of the project set aside for verified LMI households, and expected number of LMI households? What parameters determine this quantitative goal?
- How will the outreach to LMI customers be conducted? Which partners will the Proposer work with?
- What percentage discount will LMI subscribers be offered? How does that translate into typical monthly savings?

Proposer must include their template subscription documents for review by NYCHA and add their notes to the Community Solar Subscription Key Terms Worksheet in **Attachment A**.

### 3.3.8 Section 8: Lease agreement comments

The Proposer may provide their comments on the template NYCHA Lease Agreement available to Proposers as **Attachment F**. Comments should only include any major items that could

impact Proposer's ability to get financing or execute a final Lease Agreement and must include proposed alternate language.

### 3.3.9 Section 9: Additional Information and Exceptions (optional)

The Proposer should note in Section 8 any additional information not specifically requested in the sections above that will be helpful for NYCHA to evaluate their Proposal and ability to execute the Projects. This section may include articles, pre-printed brochures, and other material not specifically prepared for the Proposer's Proposal in response to this Solicitation, but that the Proposer believes will help NYCHA to evaluate the Proposer's qualifications and Proposal. Additionally, if the Proposer has any exceptions to the Proposal Requirements (except as specifically noted) or the NYCHA Conditions, Terms, and Limitations excerpted in **Exhibit D** the Proposer should state as such here.

## 4 EVALUATION OF PROPOSALS

### 4.1 Minimum Qualifications

NYCHA will consider only those Proposers who are able to meet, and document their ability to meet, the following minimum qualifications (the “**Minimum Qualifications**”):

a. The **Proposer MUST reach a minimum number of buildings and solar capacity**, as indicated in Section 2 and in **Attachment D**, in the Proposal to be considered responsive for any number of bundles that are included in the Proposal:

b. At least one member of the Proposer’s team (may be a contractor or subcontractor rather than the lead Proposer) must demonstrate at least three (3) years of prior experience providing solar services. If the Proposer is a joint venture, the foregoing may be provided with respect to one or more members of the joint venture, and a detailed description of the form of the joint venture must be included.

c. At least one member of the Proposer’s team must have been either the prime contractor or sub-contractor on at least 10 successful non-residential solar PV installations in greater New York State area totaling at least 500 kilowatts of capacity.

d. At least one member of the Proposer’s team must be a NY-Sun Participating Contractor in full compliance with all the rules of the NY-Sun Residential and Small Commercial and/or Commercial and Industrial Programs.

If the Proposer is suspended or terminated as a NY-Sun Participating Contractor at any point during the Solicitation process or, if awarded a contract, at any point during the contract period, the Proposer must agree to immediately notify NYCHA of this action. NYCHA will have sole discretion in determining whether the Proposer may continue to have their proposal considered or to continue working under the contract.

The Proposer and all registered sub-contractors must have a satisfactory average quality assurance (QA) inspection score in the NY-Sun program, i.e. at least 3. Proposers with unsatisfactory QA scores may be denied participation in this Solicitation. NY-Sun information will be verified with NYSERDA program administrators.

e. The Proposer or sub-contractor must employ at least one full-time project staff member who is certified by the North American Board of Certified Energy Practitioners (NABCEP).

f. The Proposer must, at a minimum, hold or have a sub-contractor who holds an NYC General Contractor License. The Proposer must also have a staff person or subcontractor on the project

team who is either a Registered Architect or Professional Engineer, as well as a staff person or subcontractor who holds an NYC Master Electrician's license.

#### **4.2 Exceptions to this Solicitation**

Submission of a Proposal signifies that the Proposer is aware of, and agrees to, all the terms and conditions of this Solicitation, including those incorporated by reference, except to the extent that any specific written exception to those terms and conditions is stated in the Proposal, pursuant to Section 3.3.3 of this Solicitation. The evaluation of a Proposal may be negatively affected by any exception taken by the Proposer to any part of this Solicitation, or by the failure of the Proposer to furnish all information required by this Solicitation. NYCHA reserves the right to seek guidance from NYCHA's Law Department regarding whether and how any stated exceptions may affect the selection process and NYCHA reserves the right, in its sole discretion, to refuse to consider any exception that is not so identified in the Proposer's Proposal. If the Proposer does not have any exceptions, the Proposer must affirmatively state as such within their Proposal.

#### **4.3 Evaluation Process and Criteria**

a. Proposals that do not demonstrate that the Proposer meets the Minimum Qualifications, or which are determined by NYCHA to be non-responsive, will be rejected. Proposals meeting the Minimum Qualifications will be evaluated by a Solicitation Evaluation Committee formed by NYCHA. The Solicitation Evaluation Committee will also consider information provided by Proposers during Proposer interviews and presentations, if any. The evaluation will be determined by total points given to each Proposer in each of the below categories.

Each Bundle will be evaluated separately.

A total of 40 points may be awarded per the following table.

<b>ACCESSolar Evaluation Category</b>	<b>Notes</b>	<b>Total maximum points</b>
Proposer Qualifications and Financial Plan	Efforts to include MWBE participation and feasibility of Proposer's Financial Plan are evaluated in this section	6
Project Technical Approach, System Designs, and Construction Plan	Focus on system design and components and construction plan with an eye towards maximizing system safety and minimizing any disruptions/conflicts	8
Operations, Maintenance, and Safety Strategy	Including O&M post construction as well as commitments on decommissioning	6
Lease Payments to NYCHA	Lease payment offers will be evaluated based on total benefit to NYCHA per bundle	10
Other Benefits to NYCHA Residents	This section takes into account other factors that would maximize benefit to NYCHA residents	2
Resident Hiring Commitments and Plan	Evaluation of quantitative commitments on a hire per/MW basis as well as plan for targeted workforce outreach and/or coordination with Clean Energy Academy	4
LMI Enrollment Commitments and Plan	Evaluation of quantitative commitments on a percentage LMI and discount rate basis, as well as outreach plan	4
Proposer Exceptions	Including exceptions identified in Section 9 as well as lease comments that may hinder timely execution of a final Lease Agreement	Up to minus 4
<b>Total</b>		<b>40 points</b>

The total points awarded to the Proposer may be reduced due to any exception taken by the Proposer to any part of this Solicitation, Exhibits and Attachments.

b. For clarification and validation purposes, the evaluation of the written Proposals may require NYCHA to (1) interview the Proposer, (2) seek presentations by the Proposer, and/or (3) engage in telephone, e-mail, and other correspondence with authorized Proposer representatives. Proposers are advised that if selected to interview, NYCHA may require the Proposers, as part of the interview process, to provide additional documents. Additionally, NYCHA reserves the

right to confer with any additional references it deems necessary in order to discern relevant past performance or other information.

c. NYCHA will rank the Proposers in numerical order, based on the sum of the points awarded pursuant to the above evaluation criteria. NYCHA has the right, but not the obligation, to ask the highest scoring Proposers to submit best and final offers (“BAFOs”) at any time prior to the award of the Agreement. In the event NYCHA requests BAFOs, NYCHA may evaluate or reevaluate (as applicable) the Proposer’s Cost Proposal pursuant to the evaluation criteria set forth herein and if NYCHA is reevaluating the Proposals, NYCHA may adjust the total number of points awarded to the Proposer in connection with Proposal based on the results of such reevaluation. Proposers are cautioned that the BAFO is optional and at the sole discretion of NYCHA. Therefore, Proposers are encouraged to provide their best pricing in their initial Proposals.

#### **4.4 Award of Agreement**

After completion of the evaluation of Proposals and following the Law Department’s review of any exceptions stated in the Proposals, NYCHA expects to award multiple Lease Agreements arising out of this Solicitation to the highest scoring responsible Proposers, on a Bundle-by-Bundle basis. If NYCHA awards multiple Lease Agreements under this Solicitation, the Project Developer(s) acknowledge(s) and agree(s) that any such award of Agreement(s) to other Project Developers shall not be seen as, or constitute, an attempt by NYCHA to deprive the Project Developer(s) of any payments, compensation, business opportunities, or other benefits. No later than 120 days after the Proposal Submission Deadline, NYCHA will notify the Proposer(s) if they have been selected as Project Developer(s). Note that accepted Proposals may be modified and further negotiated after award as detailed in section 3.1.2 above.

Upon final acceptance of the Proposal and successful negotiation of the Lease, as well as any other steps as laid out in **Exhibits D and E** or otherwise required by HUD, federal, state, or local laws and regulations, NYCHA expects to enter into a Lease Agreement with the Proposer for a base term of 20 years with an optional five-year renewal period. The accepted Proposal, including the Cover Sheet, will be attached to the Lease Agreement to memorialize the commitments laid out in the Proposal. This attachment will *not* include the Proposer’s *pro forma*, lease agreement comments, or other Attachments/supplemental materials, but will include all narrative sections.

Project Developers should be aware that NYCHA expects to finalize a complete Proposal and sign Lease Agreements with selected teams within six months of notice of award. NYCHA reserves the right to rescind any award that has not progressed to an agreed-upon Lease Agreement within that timeframe. NYCHA may extend this deadline in its sole discretion.

Construction, ownership, and operation of the solar PV systems by the Project Developer will be governed by the terms of the negotiated Lease Agreement. For reference, the Project Developer will be required to provide additional information to NYCHA as summarized in **Exhibit E**.

## **5 TERMS AND CONDITIONS**

### **5.1 Compliance**

Applicant's participation in ACCESSolar is subject to all federal, state, and local laws and regulations. To the extent that any of these Rules are in conflict with the requirements of the United States Housing Act of 1937 (1937 Act), as amended, federal regulations, and the Annual Contributions Contract ("ACC"), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.

### **5.2 Postponement or Cancellation**

NYCHA reserves the right to postpone or cancel this Deadline, to reject any and all Proposals, and/or to re-advertise, if NYCHA deems it in its best interest to do so. NYCHA is under no legal obligation to lease the premises within the specified Developments that are included in the ACCESSolar Solicitation. In addition, NYCHA may add additional Developments other than those specified to be part of the Project.

### **5.3 Costs incurred by Applicants**

NYCHA is not obligated to pay, nor shall NYCHA in fact pay, any costs or losses incurred by any Proposer at any time, including any costs incurred in preparing either the Application or full Proposal, or for travel expenses related thereto.

### **5.4 Publicity**

Proposers shall not make news releases or other public announcements relating to their Proposal or Lease Agreement without the prior written approval of NYCHA.

### **5.5 Release**

Applicants agree to comply with and be bound by these Proposal Requirements and the decisions of NYCHA, which are binding and final. Applicants agree to release and hold harmless NYCHA from any and all claims, expenses, and liabilities arising out of or relating to participation in the ACCESSolar program.

## 5.6 Amendments

NYCHA may, at any time, waive compliance with, or change any other terms and conditions listed here; entertain modifications or additions to selected Proposals, or withdraw or add individual sites or parcels listed on the Site Proposal Form. These ACCESSolar Proposal Requirements may be subject to additional terms and conditions at NYCHA's sole discretion.

## 5.7 Insurance and Indemnity

4.7.1. Insurance. The Lease Agreement will require the Proposer to obtain and maintain insurance consisting of the amounts and types attached as **Exhibit G**, with NYCHA named as an additional insured in each case. NYCHA, however, reserves the right to change or modify such insurance requirements at its discretion.

4.7.2 Indemnity. Additionally, the License Agreement and the Lease Agreement will require the Proposer, and its contractors and subcontractors, to compensate NYCHA for certain types of losses that arise from the actions occurring on NYCHA property pursuant to the Lease Agreement, as well as hold NYCHA harmless from third party claims that arise similarly.

The Proposers shall not receive any payment or reimbursement for the cost of such insurance and indemnity obligations.

## 5.8 Confidentiality

Certain information that NYCHA may furnish in connection with these ACCESSolar Solicitation may be labeled as confidential and should be treated as proprietary information of NYCHA by each recipient thereof. By the Proposer's receipt of ACCESSolar Solicitation materials, the Proposer agrees not to (a) disclose any part or all of such confidential information furnished to the Proposer pursuant to this Solicitation to any party, including, without limitation, any law firm or any corporate or government office, except to the extent essential to the preparation of the Proposal, and to secure from any party to whom a disclosure is made under this provision, a confidentiality agreement, executed prior to any such disclosure, in which the recipient agrees to keep confidential and to not disclose any such confidential information to any other party (a

“Confidentiality Agreement”), (b) use such information for any purpose other than to prepare a response to this Solicitation. Any such Confidentiality Agreement must contain the confidentiality provisions set forth in **Exhibit D**, the NYCHA Conditions, Terms, and Limitations. Further, such Confidentiality Agreement must name NYCHA as an intended third-party beneficiary with the right to enforce all remedies in an event of any such breach or unauthorized disclosures.

(2) In the event of any disclosure of any of the confidential information other than in accordance with the terms and conditions of this Solicitation, NYCHA, in addition to any other remedies it may have at law or equity, shall have the remedies set forth in **Exhibit D**.

Documents submitted to NYCHA may be subject to disclosure under the New York State Freedom of Information Law (“**FOIL**”), N.Y. Pub. Off. Law §§ 85-90. It is the Applicant’s responsibility to designate those portions of its application, if any, that the Proposer claims should be exempt from disclosure under FOIL. To the extent the law permits, NYCHA will use reasonable efforts to hold the designated portions of the application in confidence. A Proposer must clearly designate in its Proposal those portions of the Proposal, if any, that the Proposer believes are trade secrets or are maintained for the regulation of commercial enterprise that, if disclosed, would cause substantial injury to the competitive position of the Proposer.

#### 5.8.1 Network Security

(1) NYCHA relies on its IT systems and infrastructure to meet its operational, financial, and informational obligations. Accordingly, NYCHA’s IT systems, and the information and communications that are stored, processed, and presented on NYCHA systems, constitute vital NYCHA property that must be protected from misuse, and must be operated and maintained in a secure environment.

(2) In connection therewith, in performing the work, the Project Developer will be required to abide by and implement, as applicable, all of the requirements with respect to the protective provisions, non-disclosure requirements, and security measures pertaining to NYCHA’s proprietary and confidential information (including, but not limited to, “PII” as defined in the “Confidentiality” section of NYCHA Conditions, Terms, and Limitations as set forth in **Exhibit D** to this Solicitation).

(3) Additionally, any other details and specifications for NYCHA’s IT system and infrastructure, and the appropriate security procedures the Project Developer will follow in performing the work, if applicable, will be made available to the Project Developer at the appropriate time during the ensuing engagement.

## EXHIBIT A

### Schedule of Site Visits

**Note:** all Proposers must RSVP to [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov) in order to attend these site visits. If Proposers wish to request additional site visits, they should email [ACCESSolar@nycha.nyc.gov](mailto:ACCESSolar@nycha.nyc.gov) before 5 PM on June 2, 2023. NYCHA will attempt to accommodate requests for additional visits, but cannot guarantee that any additional visits will occur.

#### **Monday, May 22 (North Brooklyn Bundle):**

10 AM- Red Hook East  
11 AM- Red Hook West  
2 PM- Marcy

#### **Tuesday, May 23 (Queens Bundle Day 1):**

10 AM- Ravenswood  
1 PM- Astoria

#### **Wednesday, May 24 (Queens Bundle Day 2):**

10 AM- South Jamaica I  
11 AM- South Jamaica II

#### **Thursday, May 25 (High Rises Manhattan):**

10 AM- Grant  
1 PM- Smith

#### **Friday, May 26 (High Rises Brooklyn):**

10 AM- Albany I  
11 AM- Albany II  
2 PM- Farragut

**Tuesday, May 30 (BQDM Zone):**

10 AM- Cypress Hills

1 PM- Sumner

3 PM- Cooper Park

**Wednesday, May 31 (South Brooklyn Bundle):**

10 AM- Sheepshead Bay

1 PM- Breukelen

**Thursday, June 1 (Bronx Bundle Day 1):**

10 AM- Butler

1 PM- Patterson

**Friday, June 2 (Bronx Bundle Day 2):**

10 AM- Bronx River

1 PM- Monroe

**EXHIBIT B**

**Table of Developments and Sites**

**Summary Table**

<b>Bundle Number</b>	<b>Bundle 1</b>	<b>Bundle 2</b>	<b>Bundle 3</b>
<b>Bundle Description</b>	<i>BQDM Zone</i>	<i>North Brooklyn</i>	<i>South Brooklyn</i>
<b>Number of developments</b>	3	3	2
<b>Number of buildings</b>	39	59	50
<b>Estimated solar capacity for combined buildings (kW)</b>	1,705	2,550	2,203
<b>Developments</b>	Cooper Park Cypress Hills Sumner	Red Hook East Red Hook West Marcy	Breukelen Sheepshead Bay
<b>Minimum Proposal Requirements</b>	<b>900 kW</b>	<b>1,500 kW</b>	<b>1,590 kW</b>

<b>Bundle Number</b>	<b>Bundle 4</b>	<b>Bundle 5</b>	<b>Bundle 6</b>
<b>Bundle Description</b>	<i>Queens</i>	<i>The Bronx</i>	<i>High Rises (BK &amp; MN)</i>
<b>Number of developments</b>	4	4	5
<b>Number of buildings</b>	79	42	40
<b>Estimated solar capacity for combined buildings</b>	2,760	1,721	1,313
<b>Developments</b>	Astoria Ravenswood South Jamaica I South Jamaica II	Monroe Patterson Butler Bronx River	Albany I & II Farragut Grant Smith
<b>Minimum Proposal Requirements</b>	<b>2,100 kW</b>	<b>750 kW</b>	<b>500 kW</b>

**Building-by-building details start on next page**

BUNDLE	DEVELOPMENT	BLDG. NUMBER	STREET ADDRESS	ZIP CODE	NUMBER OF STORIES	SOLAR POTENTIAL ESTIMATE (kW)	OTHER CONSIDERATIONS (expected to impact system sizing)
#1- BQDM Zone	COOPER PARK	1	275 JACKSON STREET	11211	7	27.2	
#1- BQDM Zone	COOPER PARK	2	60 KINGSLAND AVENUE	11211	7	27.6	
#1- BQDM Zone	COOPER PARK	3	280 FROST STREET	11222	7	26.7	
#1- BQDM Zone	COOPER PARK	4	290 FROST STREET	11222	7	25.1	
#1- BQDM Zone	COOPER PARK	5	330 FROST STREET	11222	7	26.2	
#1- BQDM Zone	COOPER PARK	6	340 FROST STREET	11222	7	25.7	
#1- BQDM Zone	COOPER PARK	7	417 MORGAN AVENUE	11211	7	38.7	
#1- BQDM Zone	COOPER PARK	8	389 MORGAN AVENUE	11211	7	51.0	
#1- BQDM Zone	COOPER PARK	9	20 DEBEVOISE AVENUE	11211	7	53.2	
#1- BQDM Zone	COOPER PARK	10	50 DEBEVOISE AVENUE	11211	7	27.0	
#1- BQDM Zone	COOPER PARK	11	295 JACKSON STREET	11211	7	28.3	
#1- BQDM Zone	CYPRESS HILLS	1	1260 SUTTER AVENUE	11208	7	53.7	
#1- BQDM Zone	CYPRESS HILLS	2	1230 SUTTER AVENUE	11208	7	54.3	
#1- BQDM Zone	CYPRESS HILLS	3	315 FOUNTAIN AVENUE	11208	7	52.2	
#1- BQDM Zone	CYPRESS HILLS	4	1250 SUTTER AVENUE	11208	7	45.1	
#1- BQDM Zone	CYPRESS HILLS	5	1200 SUTTER AVENUE	11208	7	50.5	
#1- BQDM Zone	CYPRESS HILLS	6	345 FOUNTAIN AVENUE	11208	7	51.7	
#1- BQDM Zone	CYPRESS HILLS	7	375 FOUNTAIN AVENUE	11208	7	49.5	
#1- BQDM Zone	CYPRESS HILLS	8	395 FOUNTAIN AVENUE	11208	7	53.9	
#1- BQDM Zone	CYPRESS HILLS	9	455 FOUNTAIN AVENUE	11208	7	52.1	
#1- BQDM Zone	CYPRESS HILLS	10	495 FOUNTAIN AVENUE	11208	7	58.5	
#1- BQDM Zone	CYPRESS HILLS	11	700 EUCLID AVENUE	11208	7	50.7	
#1- BQDM Zone	CYPRESS HILLS	12	730 EUCLID AVENUE	11208	7	49.1	
#1- BQDM Zone	CYPRESS HILLS	13	2545 LINDEN BOULEVARD	11208	7	52.9	
#1- BQDM Zone	CYPRESS HILLS	14	2525 LINDEN BOULEVARD	11208	7	52.0	
#1- BQDM Zone	CYPRESS HILLS	15	515 FOUNTAIN AVENUE	11208	7	47.3	
#1- BQDM Zone	SUMNER	1	868 PARK AVENUE	11206	7	46.9	
#1- BQDM Zone	SUMNER	2	878 PARK AVENUE	11206	7	45.2	
#1- BQDM Zone	SUMNER	3	896 PARK AVENUE	11206	7	47.3	
#1- BQDM Zone	SUMNER	4	10 LEWIS AVENUE	11206	12	29.0	
#1- BQDM Zone	SUMNER	5	22 LEWIS AVENUE	11206	7	47.1	
#1- BQDM Zone	SUMNER	6	1043 MYRTLE AVENUE	11206	7	46.9	
#1- BQDM Zone	SUMNER	7	1031 MYRTLE AVENUE	11206	7	46.7	
#1- BQDM Zone	SUMNER	8	995 MYRTLE AVENUE	11206	7	45.1	
#1- BQDM Zone	SUMNER	9	987 MYRTLE AVENUE	11206	7	44.7	
#1- BQDM Zone	SUMNER	10	979 MYRTLE AVENUE	11206	7	48.4	
#1- BQDM Zone	SUMNER	11	56 MARCUS GARVEY BOULEVARD	11206	12	34.6	
#1- BQDM Zone	SUMNER	12	44 MARCUS GARVEY BOULEVARD	11206	7	45.5	
#1- BQDM Zone	SUMNER	13	808 PARK AVENUE	11206	7	46.8	

BUNDLE	DEVELOPMENT	BLDG. NUMBER	STREET ADDRESS	ZIP CODE	NUMBER OF STORIES	SOLAR POTENTIAL ESTIMATE (kW)	OTHER CONSIDERATIONS (expected to impact system sizing)
#2- North Brooklyn	RED HOOK EAST	1	604 CLINTON STREET	11231	6	46.1	
#2- North Brooklyn	RED HOOK EAST	2	93 CENTRE MALL	11231	6	58.5	
#2- North Brooklyn	RED HOOK EAST	3	624 CLINTON STREET	11231	6	57.0	
#2- North Brooklyn	RED HOOK EAST	4	92 CENTRE MALL	11231	6	47.7	
#2- North Brooklyn	RED HOOK EAST	5	748 HENRY STREET	11231	6	58.5	
#2- North Brooklyn	RED HOOK EAST	6	791 HICKS STREET	11231	6	48.1	
#2- North Brooklyn	RED HOOK EAST	7	770 HENRY STREET	11231	6	47.3	
#2- North Brooklyn	RED HOOK EAST	8	811 HICKS STREET	11231	6	49.5	
#2- North Brooklyn	RED HOOK EAST	9	123 LORRAINE STREET	11231	6	41.6	
#2- North Brooklyn	RED HOOK EAST	10	116 BUSH STREET	11231	6	54.3	
#2- North Brooklyn	RED HOOK EAST	11	28 WEST 9TH STREET	11231	6	48.0	
#2- North Brooklyn	RED HOOK EAST	12	15 MILL STREET	11231	6	52.2	
#2- North Brooklyn	RED HOOK EAST	13	31 CENTRE MALL	11231	6	46.0	
#2- North Brooklyn	RED HOOK EAST	14	16 MILL STREET	11231	6	51.8	
#2- North Brooklyn	RED HOOK EAST	26	110 WEST 9TH STREET	11231	1	34.1	
#2- North Brooklyn	RED HOOK EAST	27	120 WEST 9TH STREET	11231	1	26.5	
#2- North Brooklyn	RED HOOK EAST	28	590 CLINTON STREET	11231	2	55.3	
#2- North Brooklyn	RED HOOK EAST	29	6 WEST 9TH STREET	11231	2	12.8	
#2- North Brooklyn	RED HOOK WEST	1	80 DWIGHT STREET	11231	14	80.6	Tall Building
#2- North Brooklyn	RED HOOK WEST	2	147 RICHARDS STREET	11231	3	23.5	
#2- North Brooklyn	RED HOOK WEST	3	100 DWIGHT STREET	11231	3	28.4	
#2- North Brooklyn	RED HOOK WEST	15	30 CENTRE MALL	11231	6	48.2	
#2- North Brooklyn	RED HOOK WEST	16	65 BUSH STREET	11231	6	66.9	
#2- North Brooklyn	RED HOOK WEST	17	79 LORRAINE STREET	11231	6	45.7	
#2- North Brooklyn	RED HOOK WEST	18	70 BUSH STREET	11231	6	52.9	
#2- North Brooklyn	RED HOOK WEST	19	35 DWIGHT STREET	11231	6	90.1	
#2- North Brooklyn	RED HOOK WEST	20	442 COLUMBIA STREET	11231	6	50.3	
#2- North Brooklyn	RED HOOK WEST	21	452 COLUMBIA STREET	11231	6	49.5	
#2- North Brooklyn	RED HOOK WEST	22	466 COLUMBIA STREET	11231	6	46.2	
#2- North Brooklyn	RED HOOK WEST	23	11 BUSH STREET	11231	6	26.4	
#2- North Brooklyn	RED HOOK WEST	24	30 BUSH STREET	11231	6	51.1	
#2- North Brooklyn	RED HOOK WEST	25	9 LORRAINE STREET	11231	6	90.4	
#2- North Brooklyn	MARCY	1	452 MARCY AVENUE	11206	6	23.2	
#2- North Brooklyn	MARCY	2	462 MARCY AVENUE	11206	6	43.5	
#2- North Brooklyn	MARCY	3	482 MARCY AVENUE	11206	6	45.4	
#2- North Brooklyn	MARCY	4	502 MARCY AVENUE	11206	6	25.8	
#2- North Brooklyn	MARCY	5	472 MARCY AVENUE	11206	6	22.7	
#2- North Brooklyn	MARCY	6	552 FLUSHING AVENUE	11206	6	38.9	
#2- North Brooklyn	MARCY	7	621 PARK AVENUE	11206	6	40.8	
#2- North Brooklyn	MARCY	8	542 FLUSHING AVENUE	11206	6	27.6	
#2- North Brooklyn	MARCY	9	601 PARK AVENUE	11206	6	28.8	
#2- North Brooklyn	MARCY	10	532 FLUSHING AVENUE	11206	6	38.6	
#2- North Brooklyn	MARCY	11	583 PARK AVENUE	11206	6	39.7	
#2- North Brooklyn	MARCY	12	41 NOSTRAND AVENUE	11206	6	28.0	
#2- North Brooklyn	MARCY	13	21 NOSTRAND AVENUE	11206	6	24.0	
#2- North Brooklyn	MARCY	14	31 NOSTRAND AVENUE	11206	6	41.2	
#2- North Brooklyn	MARCY	15	51 NOSTRAND AVENUE	11206	6	41.9	
#2- North Brooklyn	MARCY	16	71 NOSTRAND AVENUE	11206	6	24.8	
#2- North Brooklyn	MARCY	17	640 PARK AVENUE	11206	6	43.0	
#2- North Brooklyn	MARCY	18	542 MARCY AVENUE	11206	6	48.2	
#2- North Brooklyn	MARCY	19	532 MARCY AVENUE	11206	6	38.5	
#2- North Brooklyn	MARCY	20	622 PARK AVENUE	11206	6	37.9	
#2- North Brooklyn	MARCY	21	552 MARCY AVENUE	11206	6	45.7	
#2- North Brooklyn	MARCY	22	602 PARK AVENUE	11206	6	30.5	
#2- North Brooklyn	MARCY	23	584 PARK AVENUE	11206	6	37.8	
#2- North Brooklyn	MARCY	24	121 NOSTRAND AVENUE	11206	6	43.6	
#2- North Brooklyn	MARCY	25	101 NOSTRAND AVENUE	11206	6	36.7	
#2- North Brooklyn	MARCY	26	562 PARK AVENUE	11206	6	38.6	
#2- North Brooklyn	MARCY	27	111 NOSTRAND AVENUE	11206	6	29.3	

BUNDLE	DEVELOPMENT	BLDG. NUMBER	STREET ADDRESS	ZIP CODE	NUMBER OF STORIES	SOLAR POTENTIAL ESTIMATE (kW)	OTHER CONSIDERATIONS (expected to impact system sizing)
#3- South Brooklyn	BREUKELEN	1	757 EAST 103RD STREET	11236	7	36.4	
#3- South Brooklyn	BREUKELEN	2	764 EAST 105TH STREET	11236	3	61.8	
#3- South Brooklyn	BREUKELEN	3	763 EAST 105TH STREET	11236	3	59.5	
#3- South Brooklyn	BREUKELEN	4	106-03 FLATLANDS AVENUE	11236	3	57.8	
#3- South Brooklyn	BREUKELEN	5	107-11 FLATLANDS AVENUE	11236	3	34.6	
#3- South Brooklyn	BREUKELEN	6	761 EAST 108TH STREET	11236	3	56.2	
#3- South Brooklyn	BREUKELEN	7	108-35 FLATLANDS AVENUE	11236	3	56.6	
#3- South Brooklyn	BREUKELEN	8	719 EAST 103RD STREET	11236	7	39.2	
#3- South Brooklyn	BREUKELEN	9	716 EAST 105TH STREET	11236	7	37.3	
#3- South Brooklyn	BREUKELEN	10	106-02 GLENWOOD ROAD	11236	3	57.8	
#3- South Brooklyn	BREUKELEN	11	712 EAST 108TH STREET	11236	3	61.3	
#3- South Brooklyn	BREUKELEN	12	717 EAST 108TH STREET	11236	3	57.9	
#3- South Brooklyn	BREUKELEN	13	994 WILLIAMS AVENUE	11207	3	59.2	
#3- South Brooklyn	BREUKELEN	14	671 EAST 105TH STREET	11236	7	37.8	
#3- South Brooklyn	BREUKELEN	15	106-03 GLENWOOD ROAD	11236	3	58.3	
#3- South Brooklyn	BREUKELEN	16	107-17 GLENWOOD ROAD	11236	3	43.5	
#3- South Brooklyn	BREUKELEN	17	657 EAST 108TH STREET	11236	3	56.6	
#3- South Brooklyn	BREUKELEN	18	974 WILLIAMS AVENUE	11207	3	54.2	
#3- South Brooklyn	BREUKELEN	19	621 EAST 105TH STREET	11236	7	37.7	
#3- South Brooklyn	BREUKELEN	20	106-02 FARRAGUT ROAD	11236	7	36.3	
#3- South Brooklyn	BREUKELEN	21	107-02 FARRAGUT ROAD	11236	7	39.1	
#3- South Brooklyn	BREUKELEN	22	107-12 FARRAGUT ROAD	11236	7	30.2	
#3- South Brooklyn	BREUKELEN	23	619 EAST 108TH STREET	11236	7	38.4	
#3- South Brooklyn	BREUKELEN	24	926 WILLIAMS AVENUE	11207	3	49.3	
#3- South Brooklyn	BREUKELEN	25	569 EAST 108TH STREET	11236	7	40.3	
#3- South Brooklyn	BREUKELEN	26	902 WILLIAMS AVENUE	11207	3	57.9	
#3- South Brooklyn	BREUKELEN	27	553 EAST 108TH STREET	11236	7	38.4	
#3- South Brooklyn	BREUKELEN	28	523 EAST 108TH STREET	11236	7	37.1	
#3- South Brooklyn	BREUKELEN	29	270 STANLEY AVENUE	11207	3	53.2	
#3- South Brooklyn	BREUKELEN	30	330 STANLEY AVENUE	11207	3	56.7	
#3- South Brooklyn	BREUKELEN	31	715 EAST 105TH STREET	11236	1	107.4	
#3- South Brooklyn	BREUKELEN	32	650 EAST 108TH STREET	11236	1	36.9	
#3- South Brooklyn	SHEEPSHEAD BAY	1	2985 AVENUE X	11229	6	32.0	
#3- South Brooklyn	SHEEPSHEAD BAY	2	2955 AVENUE X	11229	6	39.9	
#3- South Brooklyn	SHEEPSHEAD BAY	3	2931 AVENUE X	11229	6	34.4	
#3- South Brooklyn	SHEEPSHEAD BAY	4	3645 NOSTRAND AVENUE	11229	6	34.2	
#3- South Brooklyn	SHEEPSHEAD BAY	5	3663 NOSTRAND AVENUE	11229	6	31.9	
#3- South Brooklyn	SHEEPSHEAD BAY	6	2354 BATCHELDER STREET	11229	6	29.7	
#3- South Brooklyn	SHEEPSHEAD BAY	7	2336 BATCHELDER STREET	11229	6	34.4	
#3- South Brooklyn	SHEEPSHEAD BAY	8	2976 AVENUE W	11229	6	33.2	
#3- South Brooklyn	SHEEPSHEAD BAY	9	2936 AVENUE W	11229	6	34.6	
#3- South Brooklyn	SHEEPSHEAD BAY	10	2935 AVENUE W	11229	6	33.7	
#3- South Brooklyn	SHEEPSHEAD BAY	11	2975 AVENUE W	11229	6	31.7	
#3- South Brooklyn	SHEEPSHEAD BAY	12	2258 BATCHELDER STREET	11229	6	34.2	
#3- South Brooklyn	SHEEPSHEAD BAY	13	2957 AVENUE W	11229	6	34.9	
#3- South Brooklyn	SHEEPSHEAD BAY	14	3573 NOSTRAND AVENUE	11229	6	33.6	
#3- South Brooklyn	SHEEPSHEAD BAY	15	3527 NOSTRAND AVENUE	11229	6	33.3	
#3- South Brooklyn	SHEEPSHEAD BAY	16	3549 NOSTRAND AVENUE	11229	6	31.9	
#3- South Brooklyn	SHEEPSHEAD BAY	17	2238 BATCHELDER STREET	11229	6	47.1	
#3- South Brooklyn	SHEEPSHEAD BAY	18	2218 BATCHELDER STREET	11229	6	32.0	

BUNDLE	DEVELOPMENT	BLDG. NUMBER	STREET ADDRESS	ZIP CODE	NUMBER OF STORIES	SOLAR POTENTIAL ESTIMATE (kW)	OTHER CONSIDERATIONS (expected to impact system sizing)
#4- Queens	ASTORIA	1	4-21 ASTORIA BOULEVARD	11102	6	35.6	
#4- Queens	ASTORIA	2	28-02 8TH STREET	11102	6	35.1	
#4- Queens	ASTORIA	3	27-10 8TH STREET	11102	6	46.7	
#4- Queens	ASTORIA	4	4-10 27TH AVENUE	11102	6	29.3	
#4- Queens	ASTORIA	5	4-03 ASTORIA BOULEVARD	11102	6	49.0	
#4- Queens	ASTORIA	6	3-20 27TH AVENUE	11102	7	33.7	
#4- Queens	ASTORIA	7	3-04 27TH AVENUE	11102	6	30.1	
#4- Queens	ASTORIA	8	2-10 27TH AVENUE	11102	7	44.1	
#4- Queens	ASTORIA	9	1-25 ASTORIA BOULEVARD	11102	7	46.8	
#4- Queens	ASTORIA	10	27-05 1ST STREET	11102	7	20.6	Rooftop Generator
#4- Queens	ASTORIA	11	27-25 1ST STREET	11102	7	20.3	Rooftop Generator
#4- Queens	ASTORIA	12	1-05 ASTORIA BOULEVARD	11102	7	29.1	Rooftop Generator
#4- Queens	ASTORIA	13	4-24 ASTORIA BOULEVARD	11102	6	37.1	
#4- Queens	ASTORIA	15	3-02 ASTORIA BOULEVARD	11102	6	36.5	
#4- Queens	ASTORIA	16	3-06 ASTORIA BOULEVARD	11102	6	36.4	
#4- Queens	ASTORIA	17	3-10 ASTORIA BOULEVARD	11102	6	22.8	Rooftop Generator
#4- Queens	ASTORIA	18	2-10 ASTORIA BOULEVARD	11102	6	22.6	Rooftop Generator
#4- Queens	ASTORIA	19	2-06 ASTORIA BOULEVARD	11102	6	35.7	
#4- Queens	ASTORIA	20	2-04 ASTORIA BOULEVARD	11102	6	35.6	
#4- Queens	ASTORIA	21	1-20 ASTORIA BOULEVARD	11102	6	19.3	Rooftop Generator
#4- Queens	ASTORIA	22	1-10 ASTORIA BOULEVARD	11102	6	19.6	Rooftop Generator
#4- Queens	ASTORIA	23	1-04 ASTORIA BOULEVARD	11102	6	20.1	Rooftop Generator
#4- Queens	RAVENSWOOD	1	34-03 21ST STREET	11106	6	69.4	
#4- Queens	RAVENSWOOD	2	21-20 34TH AVENUE	11106	6	35.5	
#4- Queens	RAVENSWOOD	3	23-02 34TH AVENUE	11106	6	71.2	
#4- Queens	RAVENSWOOD	4	34-04 24TH STREET	11106	6	34.4	
#4- Queens	RAVENSWOOD	5	34-34 24TH STREET	11106	6	70.9	
#4- Queens	RAVENSWOOD	6	21-51 35TH AVENUE	11106	6	35.1	
#4- Queens	RAVENSWOOD	7	21-15 35TH AVENUE	11106	6	60.1	
#4- Queens	RAVENSWOOD	8	21-09 35TH AVENUE	11106	6	40.2	
#4- Queens	RAVENSWOOD	9	35-05 21ST STREET	11106	6	69.7	
#4- Queens	RAVENSWOOD	10	21-30 35TH AVENUE	11106	7	33.0	
#4- Queens	RAVENSWOOD	11	21-40 35TH AVENUE	11106	6	34.5	
#4- Queens	RAVENSWOOD	13	35-20 24TH STREET	11106	6	35.3	
#4- Queens	RAVENSWOOD	14	35-36 24TH STREET	11106	6	70.3	
#4- Queens	RAVENSWOOD	15	23-03 36TH AVENUE	11106	6	35.0	
#4- Queens	RAVENSWOOD	16	22-01 36TH AVENUE	11106	6	70.6	
#4- Queens	RAVENSWOOD	17	35-51 21ST STREET	11106	6	34.6	
#4- Queens	RAVENSWOOD	18	35-50 21ST STREET	11106	7	93.4	
#4- Queens	RAVENSWOOD	19	14-01 36TH AVENUE	11106	6	35.2	
#4- Queens	RAVENSWOOD	20	12-15 36TH AVENUE	11106	6	74.3	
#4- Queens	RAVENSWOOD	21	35-53 12TH STREET	11106	6	36.0	
#4- Queens	RAVENSWOOD	22	35-03 12TH STREET	11106	6	74.9	
#4- Queens	RAVENSWOOD	23	12-22 35TH AVENUE	11106	6	36.8	
#4- Queens	RAVENSWOOD	24	12-50 35TH AVENUE	11106	6	95.1	
#4- Queens	RAVENSWOOD	25	35-06 21ST STREET	11106	6	33.0	
#4- Queens	RAVENSWOOD	26	12-35 35TH AVENUE	11106	6	36.6	
#4- Queens	RAVENSWOOD	27	12-21 35TH AVENUE	11106	6	60.8	
#4- Queens	RAVENSWOOD	28	34-55 12TH STREET	11106	6	37.6	
#4- Queens	RAVENSWOOD	29	34-05 12TH STREET	11106	6	92.7	
#4- Queens	RAVENSWOOD	30	12-20 34TH AVENUE	11106	6	37.0	
#4- Queens	RAVENSWOOD	31	13-06 34TH AVENUE	11106	6	73.5	
#4- Queens	SOUTH JAMAICA I	1	106-24 159TH STREET	11433	4	7.6	
#4- Queens	SOUTH JAMAICA I	2	106-44 159TH STREET	11433	4	14.1	
#4- Queens	SOUTH JAMAICA I	3	107-04 159TH STREET	11433	3	9.6	
#4- Queens	SOUTH JAMAICA I	4	107-26 159TH STREET	11433	3	10.2	
#4- Queens	SOUTH JAMAICA I	5	107-48 159TH STREET	11433	3	9.4	
#4- Queens	SOUTH JAMAICA I	6	108-02 159TH STREET	11433	4	10.1	
#4- Queens	SOUTH JAMAICA I	7	108-26 159TH STREET	11433	4	5.8	
#4- Queens	SOUTH JAMAICA I	8	108-46 159TH STREET	11433	4	14.2	
#4- Queens	SOUTH JAMAICA I	9	107-03 159TH STREET	11433	3	16.7	
#4- Queens	SOUTH JAMAICA I	10	107-25 159TH STREET	11433	3	12.1	
#4- Queens	SOUTH JAMAICA I	11	107-47 159TH STREET	11433	3	6.6	
#4- Queens	SOUTH JAMAICA II	12	106-16 159TH STREET	11433	7	17.8	
#4- Queens	SOUTH JAMAICA II	13	106-05 159TH STREET	11433	3	22.0	
#4- Queens	SOUTH JAMAICA II	14	106-06 160TH STREET	11433	3	38.5	
#4- Queens	SOUTH JAMAICA II	15	106-35 159TH STREET	11433	7	16.4	
#4- Queens	SOUTH JAMAICA II	16	106-56 160TH STREET	11433	7	18.3	
#4- Queens	SOUTH JAMAICA II	17	107-08 160TH STREET	11433	3	11.3	
#4- Queens	SOUTH JAMAICA II	18	107-40 160TH STREET	11433	3	6.6	
#4- Queens	SOUTH JAMAICA II	19	108-09 159TH STREET	11433	7	28.5	
#4- Queens	SOUTH JAMAICA II	20	108-12 160TH STREET	11433	3	19.6	
#4- Queens	SOUTH JAMAICA II	21	108-36 160TH STREET	11433	3	15.0	
#4- Queens	SOUTH JAMAICA II	22	108-41 159TH STREET	11433	7	18.3	
#4- Queens	SOUTH JAMAICA II	23	109-10 160TH STREET	11433	7	17.0	
#4- Queens	SOUTH JAMAICA II	24	109-36 160TH STREET	11433	3	30.6	
#4- Queens	SOUTH JAMAICA II	25	109-30 160TH STREET	11433	7	17.0	
#4- Queens	SOUTH JAMAICA II	26	159-01 110TH AVENUE	11433	7	12.1	
#4- Queens	SOUTH JAMAICA II	27	159-02 109TH AVENUE	11433	3	31.6	

BUNDLE	DEVELOPMENT	BLDG. NUMBER	STREET ADDRESS	ZIP CODE	NUMBER OF STORIES	SOLAR POTENTIAL ESTIMATE (kW)	OTHER CONSIDERATIONS (expected to impact system sizing)
#5- The Bronx	MONROE	1	1785 STORY AVENUE	10473	15	23.6	Tall Building
#5- The Bronx	MONROE	2	1790 STORY AVENUE	10473	14	40.2	Tall Building
#5- The Bronx	MONROE	3	1770 STORY AVENUE	10473	14	23.4	Tall Building
#5- The Bronx	MONROE	4	810 SOUNDVIEW AVENUE	10473	14	27.7	Tall Building
#5- The Bronx	MONROE	5	800 SOUNDVIEW AVENUE	10473	14	26.8	Tall Building
#5- The Bronx	MONROE	6	805 TAYLOR AVENUE	10473	14	23.7	Tall Building
#5- The Bronx	MONROE	7	875 TAYLOR AVENUE	10473	8	49.5	
#5- The Bronx	MONROE	8	1800 STORY AVENUE	10473	8	50.2	
#5- The Bronx	MONROE	9	1760 STORY AVENUE	10473	8	50.8	
#5- The Bronx	MONROE	10	870 ROSEDALE AVENUE	10473	8	49.8	
#5- The Bronx	MONROE	11	1755 STORY AVENUE	10473	8	46.9	
#5- The Bronx	MONROE	12	1815 STORY AVENUE	10473	8	51.9	
#5- The Bronx	PATTERSON	1	2595 3RD AVENUE	10451	6	33.7	
#5- The Bronx	PATTERSON	2	2615 3RD AVENUE	10451	6	62.9	
#5- The Bronx	PATTERSON	3	320 MORRIS AVENUE	10451	13	24.8	Tall Building
#5- The Bronx	PATTERSON	4	340 MORRIS AVENUE	10451	6	68.3	
#5- The Bronx	PATTERSON	5	370 MORRIS AVENUE	10451	13	53.8	Tall Building
#5- The Bronx	PATTERSON	6	271 EAST 143RD STREET	10451	13	43.6	Tall Building
#5- The Bronx	PATTERSON	7	424 MORRIS AVENUE	10451	6	62.8	
#5- The Bronx	PATTERSON	8	308 EAST 145TH STREET	10451	13	22.2	Tall Building
#5- The Bronx	PATTERSON	9	291 EAST 143RD STREET	10451	6	62.9	
#5- The Bronx	PATTERSON	10	328 EAST 145TH STREET	10451	13	22.6	Tall Building
#5- The Bronx	PATTERSON	11	338 EAST 145TH STREET	10451	6	61.9	
#5- The Bronx	PATTERSON	12	325 EAST 143RD STREET	10451	13	42.5	Tall Building
#5- The Bronx	PATTERSON	13	314 EAST 143RD STREET	10451	13	37.2	Tall Building
#5- The Bronx	PATTERSON	14	2635 3RD AVENUE	10451	6	74.7	
#5- The Bronx	PATTERSON	15	2625 3RD AVENUE	10451	13	25.9	Tall Building
#5- The Bronx	BUTLER	1	1330 WEBSTER AVENUE	10456	21	46.8	Tall Building
#5- The Bronx	BUTLER	2	1348 WEBSTER AVENUE	10456	21	45.2	Tall Building
#5- The Bronx	BUTLER	3	1368 WEBSTER AVENUE	10456	21	39.0	Tall Building
#5- The Bronx	BUTLER	4	1408 WEBSTER AVENUE	10456	21	52.3	Tall Building
#5- The Bronx	BUTLER	5	1428 WEBSTER AVENUE	10456	21	47.1	Tall Building
#5- The Bronx	BUTLER	6	1458 WEBSTER AVENUE	10456	21	44.0	Tall Building
#5- The Bronx	BRONX RIVER	1	1455 HARROD AVENUE	10472	14	33.6	Tall Building
#5- The Bronx	BRONX RIVER	2	1435 HARROD AVENUE	10472	14	30.3	Tall Building
#5- The Bronx	BRONX RIVER	3	1635 EAST 174TH STREET	10472	14	14.4	Tall Building
#5- The Bronx	BRONX RIVER	4	1460 BRONX RIVER AVENUE	10472	14	39.5	Tall Building
#5- The Bronx	BRONX RIVER	5	1609 EAST 174TH STREET	10472	14	37.3	Tall Building
#5- The Bronx	BRONX RIVER	6	1440 BRONX RIVER AVENUE	10472	14	33.6	Tall Building
#5- The Bronx	BRONX RIVER	7	1575 EAST 174TH STREET	10472	14	29.0	Tall Building
#5- The Bronx	BRONX RIVER	8	1595 EAST 174TH STREET	10472	14	33.7	Tall Building
#5- The Bronx	BRONX RIVER	9	1420 BRONX RIVER AVENUE	10472	14	31.6	Tall Building
#6- High Rises (BK & MN)	ALBANY I	1	180 TROY AVENUE	11213	14	32.8	Tall Building
#6- High Rises (BK & MN)	ALBANY I	2	1191 PARK PLACE	11213	14	26.7	Tall Building
#6- High Rises (BK & MN)	ALBANY I	3	205 ALBANY AVENUE	11213	14	28.3	Tall Building
#6- High Rises (BK & MN)	ALBANY I	4	193 ALBANY AVENUE	11213	14	24.8	Tall Building
#6- High Rises (BK & MN)	ALBANY I	5	1008 SAINT MARKS AVENUE	11213	14	27.2	Tall Building
#6- High Rises (BK & MN)	ALBANY I	6	162 TROY AVENUE	11213	14	32.3	Tall Building
#6- High Rises (BK & MN)	ALBANY II	7	1400 BERGEN STREET	11213	13	32.0	Tall Building
#6- High Rises (BK & MN)	ALBANY II	8	1414 BERGEN STREET	11213	14	40.2	Tall Building
#6- High Rises (BK & MN)	ALBANY II	9	1430 BERGEN STREET	11213	13	29.3	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	1	237 NASSAU STREET	11201	14	26.3	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	2	234 SANDS STREET	11201	14	30.3	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	3	192 SANDS STREET	11201	14	33.5	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	4	233 SANDS STREET	11201	14	30.6	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	5	191 SANDS STREET	11201	14	34.2	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	6	224 YORK STREET	11201	14	27.8	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	7	177 SANDS STREET	11201	14	33.8	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	8	202 YORK STREET	11201	14	29.4	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	9	111 BRIDGE STREET	11201	14	25.4	Tall Building
#6- High Rises (BK & MN)	FARRAGUT	10	190 YORK STREET	11201	14	28.9	Tall Building
#6- High Rises (BK & MN)	GRANT	1	3170 BROADWAY	10027	21	39.5	Tall Building
#6- High Rises (BK & MN)	GRANT	2	3150 BROADWAY	10027	21	37.4	Tall Building
#6- High Rises (BK & MN)	GRANT	3	550 WEST 125TH STREET	10027	21	37.8	Tall Building
#6- High Rises (BK & MN)	GRANT	4	75 LA SALLE STREET	10027	21	39.7	Tall Building
#6- High Rises (BK & MN)	GRANT	5	1320 AMSTERDAM AVE	10027	21	40.4	Tall Building
#6- High Rises (BK & MN)	GRANT	6	1315 AMSTERDAM AVENUE	10027	21	38.4	Tall Building
#6- High Rises (BK & MN)	GRANT	7	1301 AMSTERDAM AVENUE	10027	21	35.1	Tall Building
#6- High Rises (BK & MN)	GRANT	8	1295 AMSTERDAM AVENUE	10027	21	40.8	Tall Building
#6- High Rises (BK & MN)	GRANT	9	428 WEST 125TH STREET	10027	21	36.2	Tall Building
#6- High Rises (BK & MN)	SMITH	1	20 CATHERINE SLIP	10038	17	36.9	Rooftop Generator, Tall Building
#6- High Rises (BK & MN)	SMITH	2	10 CATHERINE SLIP	10038	17	35.0	Rooftop Generator, Tall Building
#6- High Rises (BK & MN)	SMITH	3	182 SOUTH STREET	10038	17	35.3	Tall Building
#6- High Rises (BK & MN)	SMITH	4	180 SOUTH STREET	10038	17	33.1	Rooftop Generator, Tall Building
#6- High Rises (BK & MN)	SMITH	5	7 SAINT JAMES PLACE	10038	17	28.8	Rooftop Generator, Tall Building
#6- High Rises (BK & MN)	SMITH	6	374 PEARL STREET	10038	17	30.9	Tall Building
#6- High Rises (BK & MN)	SMITH	7	388 PEARL STREET	10038	17	29.2	Tall Building
#6- High Rises (BK & MN)	SMITH	8	26 MADISON STREET	10038	17	29.1	Tall Building
#6- High Rises (BK & MN)	SMITH	9	15 SAINT JAMES PLACE	10038	17	30.2	Tall Building
#6- High Rises (BK & MN)	SMITH	10	40 MADISON STREET	10038	17	36.4	Tall Building
#6- High Rises (BK & MN)	SMITH	11	46 MADISON STREET	10038	17	34.0	Tall Building
#6- High Rises (BK & MN)	SMITH	12	54 CATHERINE STREET	10038	17	34.6	Tall Building

## EXHIBIT C

### **Minimum Technical Specifications**

#### **General**

- All power generation and transmission equipment must be UL listed for its designed use
- Construction must comply with current adopted State Building Code, which encompasses:
  - 2015 International Building Code (or most recently adopted)
  - 2014 National Electric Code (NEC) (or most recently adopted)
  - All other relevant local, state and national codes
- Minimum 10-year warranty for all materials and workmanship
- System integrator is responsible for conducting all required building, utility, and rebate inspections, and must complete all construction and documentation in a manner necessary to pass such inspections, and in accordance with industry standard best practices
- System integrator must possess current state electric and solar contractor's license from State's Contractors Licensing Board to perform work being proposed

#### **Solar PV Modules**

- System modules shall be UL1703 listed.

#### **Inverters**

- Inverters shall be UL1741 listed.
- Inverters shall include all necessary self-protective features and self-diagnostic features to protect the inverter from damage (in the event of component failure or from parameters beyond normal operating range due to internal or external causes)

#### **Balance of System Equipment**

- Each proposed PV system shall include, at a minimum, one fused DC disconnect and one fused AC disconnect for safety and maintenance concerns.
- String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
- All system wiring and conduit must comply with NEC stipulations, and all indoor and outdoor wiring, outdoor-rated or otherwise, must be enclosed in EMT or RIGID conduit or covered raceway, except adjacent panel connections and under-array home run wiring.
- Wall penetrations must be sealed in compliance with NEC and NFPA regulations.
- No attachments are to be made to parapet railings
- All wiring materials and methods must adhere to industry-standard best practices, and all inter-module connections must require the use of a specialized tool for disconnecting.
- Material requirements:

- Fasteners and hardware throughout system shall be stainless steel or material of equivalent corrosion resistance
- Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance
- Unprotected steel not to be used in any components

### **Interconnection**

- System interconnection must comply with NEC and Utility regulations, and must be approved by the local Utility and the Authority Having Jurisdiction (AHJ)'s Building Department before any PV system construction is begun.
- Emergency back-up generation may exist on-site and must be factored into proposed PV system electrical plans.
- All placards required by Client, the AHJ, the Utility, and/or State Solar Initiative program must be provided and installed according to Client and NEC guidelines.

### **Monitoring and Reporting Systems**

- System integrator will be responsible for providing all required monitoring communications and power wiring and conduit, with Host guidance on approved locations.

### **System Design and Permitting**

- For each site, within 90 days of contract being signed, bidder shall create a construction plan set which includes at a minimum:
  - Site overview
  - Detailed array layout with stringing configuration
  - Mounting and racking details
  - Details of electrical transmission showing conduit routing and location of electrical enclosures, conduit support details, and enclosure mounting details
  - Electrical single-line diagram
  - Electrical three-line diagram
  - Construction project plan with timeline
- All proposed system designs and construction techniques must be approved by the AHJ's Building Department.
- A building permit is required for each system, and must be obtained through normal permitting processes by bidder.
- Bidder is responsible for any required hazardous materials testing and permitting.
- Bidder shall obtain structural PE stamp verifying the integrity of the existing facility to handle additional weight load of proposed PV system
- Bidder shall obtain electrical PE stamp verifying the integrity and code compliance of proposed PV system and interconnection with facility.
- Roof-mounted array layouts shall be designed to provide minimum of 3 feet of walking access around the perimeter of the roof and convenient access to existing roof-mounted HVAC equipment and roof drains
- Ground-penetrating array layouts shall adhere to all soil and geographical requirements and concerns in terms of ground penetration and trenching.

### **Special Safety and Maintenance Path Requirements**

- If a ballasted racking system is used, ballast blocks must not be exposed: choose a racking system where blocks are enclosed within racking/wind screens and cannot be readily accessed. This is a safety requirement to ensure that trespassers cannot remove ballast blocks.
- Roof fans and roof drains must remain accessible by maintenance staff, with at least a 3-foot clearance on at least two sides. Vent stacks may be surrounded by arrays.
- Note that conduit which crosses allowed maintenance and FDNY pathways may be considered a tripping hazard, even if it is low and narrow enough to be allowed per DOB regulations. With that in mind:
  - Installer must take care to minimize instances of conduit runs that cross rooftop maintenance paths
  - Any conduit runs that cross rooftop maintenance paths shall be painted red
  - One path from stair bulkhead to the elevator machine room at each rooftop must remain clear of **all** crossing conduit runs, or else installer must include a ramp over the conduit at that location.

### **Construction**

- Integrator shall prepare, maintain, and abide by Site Safety Plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements
- Construction work shall be designed to minimize impact to facility operations. Integrator shall develop a construction plan for site access, staging, and equipment storage and obtain approval from the Client prior to beginning construction.
- All asphalt, concrete, landscaping, and other areas that are disturbed during construction shall be remediated and returned to original condition, or equivalent condition as approved by the Client.
- After completion of work, site shall be left clean and free of any dirt or debris that may have accumulated during construction. All construction equipment, spoils, and other construction byproducts shall be removed from the site.
- All electrical enclosures and equipment shall be installed to be readily accessible to qualified personnel only. Fences or other protection may be required per Client specifications.
- All visible conduits and electrical equipment shall be painted or aesthetically dressed per Client specifications.
- Location of existing underground utilities must be marked by USA/Dig Alert and equivalent private service prior to any underground work.

### **Documentation and Process Control**

In addition to construction requirements listed above, system integrator will be required to:

- Apply for and receive interconnection approval from the local Utility for proposed PV systems.
- Provide basic operations & emergency maintenance training to Host staff
- Provide As-Built drawings of PV system, which must include finalized module layout, layout of all rooftop conduit runs, and single-line diagram.

## EXHIBIT D

### **NYCHA Conditions, Terms, and Limitations**

**Proposals submitted under the ACCESSolar Program (“Program”) are subject to the specific conditions, terms, and limitations stated below:**

1. Proposals submitted shall be deemed to incorporate all of the terms and conditions contained in the Proposal Requirements and these Conditions, Terms, and Limitations. Proposers will be deemed to have consented to such terms by submitting a Proposal.
2. The Sites will be leased in "as-is" condition and NYCHA requires the Project Developer to assume the obligation to remediate any environmental contamination, indemnify NYCHA for any claims that may be made against them in the future, and release NYCHA from any claims that the Project Developer or its affiliates may have in the future arising out of the condition of the Sites. NYCHA, or any of its respective officers, agents, and employees, make no representation whatsoever as to the physical condition of the Sites or their suitability for any specific use. All due diligence is the responsibility of the Proposer and Proposers are urged to satisfy themselves with respect to the condition of the Sites, the information contained herein, and all limitations or other arrangements affecting the Sites. NYCHA will not be responsible for any injury or damage arising out of or occurring during any visit to the Sites.
3. It is the Proposer’s responsibility to determine whether the Project is subject to New York City Real Property Taxes and charges. NYCHA makes no representations as to the availability of tax benefits under any programs. It is the sole responsibility of the Proposer to determine whether the Sites are eligible for tax benefits, if any, and to apply for such benefits, if applicable.
4. The proposed Project shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, the New York City Building Code, and all other applicable laws, regulations, and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time.
5. Valid permits and approvals, as required by City, State, and Federal agencies, shall be obtained by the Project Developers prior to commencing work.
6. NYCHA will lease the Sites pursuant to approval from NYCHA and all documentation, including, but not limited to, the Lease, shall be in form and substance satisfactory to NYCHA.
7. An Proposer submitting a Proposal in response to the Program may be rejected if it or, if the Proposer is a business entity, any of its shareholders, officers, directors, partners, or members (“Principals”) is determined, in NYCHA’s sole discretion, to be within a category of persons or entities with whom or which the City or NYCHA will not generally do business. Proposers and all officers and Principals will be required to complete a background questionnaire and shall be subject to investigation by NYCHA and the City’s Department of Investigation. Any designation

may be revoked in NYCHA's sole discretion in the event any derogatory information is revealed by such investigation.

Proposer is required to complete the PASSport disclosures. See **Exhibit E** in the Proposal Requirements for more information.

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

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

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

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

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

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

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

15. Selection of a Proposer's Proposal will not create any rights on the Proposer's part, including, without limitation, rights of enforcement, equity, or reimbursement, such rights only being created after the approvals of NYCHA, and the Lease and all related documents (the "NYCHA Documents") are fully approved and executed. Until such approvals and execution of the NYCHA Documents, NYCHA may terminate negotiations with the Project Developer at any time without incurring any obligations to the Project Developer.

16. In the event of any variance between the terms of these Proposal Requirements and the NYCHA Lease, the terms of the NYCHA Lease will govern.

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

### **CONFLICTS OF INTEREST**

Current or former employees of the City of New York may submit a Proposal only in accordance with the section(s) of Chapter 68 of the New York City Charter governing conflicts of interest affecting City personnel. Section 2604(b)(7) of the City Charter contains specific prohibitions that exclude enumerated groups of employees from participating in the sales process. In addition, current NYCHA employees may not submit a Proposal. Persons in the employ of the City considering the submission of a Proposal under this Program are advised that opinions regarding the propriety of their participation in the Project may be requested from the New York City Conflicts of Interest Board. This body is empowered, under Section 2602 of the City Charter, to issue advisory opinions on conflict of interest questions and other matters of ethical consideration. It is not necessary, however, that such an opinion be obtained prior to submitting a Proposal. Former employees of the City of New York or NYCHA are also advised that the City Charter imposes certain restrictions on post-employment business relationships with the City. Such individuals should consult the specific provisions on this issue contained in the City Charter. If, after award, the Project Developer discovers an organizational conflict of interest with respect to the NYCHA Lease or the Project, the Project Developer shall make an immediate and full disclosure in writing to NYCHA, which shall include a description of the action that the

Proposer has taken or intends to take to eliminate or neutralize the conflict. NYCHA may, however, terminate negotiations with the Project Developer if it would be in the best interest of NYCHA to do so.

## **INVESTIGATIONS AND TERMINATION**

All Proposers agree and the Project Developer agrees to fully and faithfully cooperate with any investigation, audit or any inquiry by any governmental authority or agency that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of NYCHA with respect to the Project, submitted Proposal, NYCHA Lease, 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: NYCHA has the right to terminate or cancel the NYCHA Lease or withdraw any conditional designation or reject any Proposal that the refusal(s) to testify concerns or to take other appropriate action, without NYCHA incurring any penalty or damages on account of such cancellation or termination.

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

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

### **CONFIDENTIALITY**

- (a) The parties anticipate that the Project Developer may acquire access to information and data about the operations (including, but not limited to, information concerning NYCHA's assets and financial data), the staff and the resident population of NYCHA (the "**Confidential Information**"). To the extent that the Project Developer or any consultant or subcontractor of the Project Developer obtains any Confidential Information, and in furtherance of the Federal Privacy Act of 1974 (as amended), the Project Developer agrees that: (i) it will protect and preserve the confidentiality of such Confidential Information with the same care and diligence with which it protects and preserves its own most secret business information; (ii) it will use such Confidential Information only in the performance of its obligations arising under the Agreement; and (iii) it will make no disclosure of such Confidential Information other than to an employee of NYCHA or to an employee, consultant or subcontractor of the Project Developer in the course of such Project Developer employee's, consultant's or subcontractor's provision of Services under the Agreement. In addition, the Project Developer agrees to obtain a written commitment from each employee, consultant or subcontractor that it may use in its performance of the Agreement to be bound by the terms of this Section, and, in such case: (i) the Project Developer agrees to make available the original copy of any such commitment upon written request from NYCHA from time to time; and (ii) the Project Developer shall be liable for any breach of such confidentiality obligations by any such employee, consultant or subcontractor. The Project Developer agrees that the obligation of confidentiality set forth in this Section shall survive the termination or expiration, as the case may be, of the Agreement. Upon the termination of the Agreement for any reason, the Project Developer must surrender immediately to NYCHA all materials provided by NYCHA or prepared by the Project Developer under the Agreement; provided, however, that the Project Developer may retain a copy of all materials prepared by the Project Developer as part of its work papers, which shall be treated by the Project Developer as Confidential Information.
- (b) The Project Developer 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 the Project Developer agrees that NYCHA shall have no liability to the Project Developer or any of its employees, consultants or subcontractors that may be based upon or relate to any

errors therein or omissions therefrom.

- (c) If the Project Developer or any of its employees, consultants or subcontractors is required (by law, regulation, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it shall provide NYCHA with written notice of such requirement promptly upon learning of it so as to allow NYCHA sufficient time to obtain an appropriate injunction or other protective remedy and shall fully cooperate with NYCHA in obtaining such injunction or other protective remedy. Thereafter, and in the event that such injunction or protective remedy is not obtained for any reason whatsoever (or is obtained only with respect to a portion of the Confidential Information), the Project Developer shall (and shall direct its employees, consultants, subcontractors, and agents, as applicable, to do likewise) only furnish that portion of the Confidential Information which, in the opinion of its counsel, it is legally required and only in the manner legally required and shall exercise commercially reasonable efforts to obtain assurances that confidential treatment shall be accorded to any of the Confidential Information so disclosed.
- (d) The Project Developer agrees that any breach of the requirements with respect to Confidential Information set forth in the Agreement 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 any such requirements under the Agreement by the Project Developer or any of its employees, consultants, subcontractors, or agents, 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. The Project Developer further grants NYCHA the right, but not the obligation, to enforce these provisions in the Project Developer's name against any of the Project Developer's employees, officers, board members, owners, representatives, agents, contractors, consultants, and subcontractors violating the above provisions.
- (e) If the Services include the Project Developer receiving from NYCHA either "PII" or "NYCHA Data" (as defined in Subsection (f) below), then, in addition to the requirements of Subsections (a), (b), (c), and (d) of this Section 17, Subsection (f) below shall apply to the Project Developer.
- (f) Personally Identifiable Information and NYCHA Data.

- i. **Definitions. PII and NYCHA Data.** Personally identifiable information (“**PII**”) is data or information, whether in hard copy, electronic media or any other form, which on its own or coupled with other information, can be used to distinguish or trace an individual’s identity. PII includes, but is not limited to:
- A. An individual’s name (first name and last name, or first initial and last name), phone number, address or social security number.
  - B. Any combination of: (1) one of the following items with an item identified in paragraph (f)(i)(A) above, or (2) any combination of two of the following items:
    - (I) date of birth;
    - (II) credit and/or debit card information;
    - (III) income and/or credit history;
    - (IV) bank account information;
    - (V) driver’s license number;
    - (VI) passport number;
    - (VII) tax return;
    - (VIII) asset statement;
    - (IX) other financial or personal information; and/or
    - (X) other information concerning citizenship or immigration status, or ethnic or religious data.
  - C. Any number, code, or combination of numbers and codes, such as account number, security code, access code, or password allowing access to or use of an individual’s financial or credit account.
  - D. Individually identifiable information created and collected as part of research projects.
  - E. Health information such as medical records (in hard copy or electronic form).
  - F. Biometric information such as DNA, fingerprint, and photographic facial images.

“**NYCHA Data**” shall include, among other information, PII and Confidential Information as defined in Section (f) above. NYCHA Data

shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data or information constitutes NYCHA Data, the data or information in question shall be treated as NYCHA Data until a determination is made by NYCHA.

- ii. Data Confidentiality. The Project Developer shall maintain appropriate measures designed to ensure the confidentiality and security of NYCHA Data, protect against any anticipated hazards or threats to the integrity or security of NYCHA Data, protect against unauthorized access to or disclosure of NYCHA Data, and prevent any other action that could result in substantial harm to NYCHA or an individual identified with the NYCHA Data in the Project Developer's custody.
  
- ii. Compliance with Laws and NYCHA Procedures. The Project Developer will not knowingly permit any of the Project Developer's personnel to have access to any NYCHA Data 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); or (B) a felony. The Project Developer 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. The Project Developer shall ensure that all contracts with Subcontractors impose these obligations on the Subcontractors and shall monitor the Subcontractors' compliance with such obligations. The Project Developer also agrees to comply with NYCHA's Standard Procedures concerning privacy and all applicable state and federal laws and regulations.
  
- iv. Network Security. The Project Developer agrees at all times to maintain commercially reasonable Network Security coverage that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third party penetration testing. Likewise, the Project Developer agrees to maintain network security that at a minimum conforms to any generally recognized, comparable standard that the Project Developer then applies to its own network (e.g., NIST, ISO 27002) and which has been approved in writing by NYCHA.
  
- v. Data Security. The Project Developer agrees to protect and maintain the

security of NYCHA's Data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g., Microsoft updates notifications). The Project Developer also agrees to conform to the following measures to protect and secure NYCHA Data:

- A. Data Transmission. The Project Developer agrees that any and all transmission or exchange of NYCHA Data with NYCHA and/or any other parties, solely in accordance with Section (f)(vi) below, shall take place via secure means (e.g., HTTPS, FTPS, SFTP or equivalent means).
  - B. Data Storage and Backup. The Project Developer agrees that any and all NYCHA Data will be stored, processed, and maintained solely on designated servers and that no NYCHA Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Project Developer's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a NYCHA officer with signature authority. The Project Developer agrees to store all NYCHA Data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
  - C. Data Re-Use. The Project Developer agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement between NYCHA and the Project Developer. NYCHA Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Project Developer. As required by law, the Project Developer further agrees that no NYCHA Data of any kind shall be revealed, transmitted, exchanged or otherwise passed to third parties or interested parties.
- vi. End of Agreement Data Handling. The Project Developer agrees that upon termination of the Agreement it shall return all NYCHA Data in a useable electronic form, and erase, destroy, and render unreadable all NYCHA Data in its entirety in a manner that prevents its physical reconstruction, and

certify in writing that these actions have been completed within 30 calendar days of the termination of the Agreement or within seven days of NYCHA's request, whichever shall come first.

- vii. Data Breach. In the event of a breach of any of the Project Developer's security obligations or any other event requiring notification under an applicable law ("**Notification Event**"), the Project Developer agrees to notify NYCHA immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend NYCHA and its Members, officers, and employees from and against any claims, damages, or other harm related to such Notification Event. In addition to the NYCHA personnel identified in the Agreement, the Project Developer shall also provide notification of a notification event to the Chief Privacy Officer via e-mail at [privacy@nychanyc.gov](mailto:privacy@nychanyc.gov), and to NYCHA's Risk Finance Department via telephone at (212) 306-6682 and mail sent to: New York City Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007-2919, Attention: Risk Finance Department.
  
- viii. Mandatory Disclosure of NYCHA Data. If the Project Developer or any of its employees, consultants or subcontractors is required (by law, regulation, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the NYCHA Data, it shall provide NYCHA with written notice of such requirement promptly upon learning of it so as to allow NYCHA sufficient time to obtain an appropriate injunction or other protective remedy and shall fully cooperate with NYCHA in obtaining such injunction or other protective remedy. Thereafter, and in the event that such injunction or protective remedy is not obtained for any reason whatsoever (or is obtained only with respect to a portion of the NYCHA Data), the Project Developer shall (and shall direct its employees, consultants, subcontractors, and agents, as applicable, to do likewise) only furnish that portion of the NYCHA Data which, in the opinion of its counsel, it is legally required and only in the manner legally required and shall exercise commercially reasonable efforts to obtain assurances that confidential treatment shall be accorded to any of the NYCHA Data so disclosed. In addition to the NYCHA personnel identified in the Agreement, the Project Developer shall also provide notification of a notification event to the Chief Privacy Officer via e-mail at [privacy@nychanyc.gov](mailto:privacy@nychanyc.gov), and to NYCHA's Risk Finance Department via telephone at (212) 306-6682 and mail sent to: New York City Housing

Authority, 90 Church Street, 6th Floor, New York, NY 10007-2919,  
Attention: Risk Finance Department.

- ix. Remedies for Disclosure of NYCHA Data. The Project Developer agrees that any breach of the requirements with respect to NYCHA Data set forth in the Agreement 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 any such requirements under the Agreement by the Project Developer or any of its employees, consultants, subcontractors, or agents, 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. The Project Developer further grants NYCHA the right, but not the obligation, to enforce these provisions in the Project Developer's name against any of the Project Developer's employees, officers, board members, owners, representatives, agents, contractors, consultants, and subcontractors violating the above provisions.
  
- x. Safekeeping and Security. The Project Developer will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to the Project Developer's employees, agents or subcontractors. The Project Developer agrees to require its employees to promptly report a lost or stolen access device or information.

**MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISE INCLUSION (Section 35)**

- (a) Minority-owned, woman-owned, and small business enterprises (“**MWSBE**”) shall be given an equal opportunity by the Project Developer to submit proposals to the Project Developer for consideration of subcontracting awards in connection with the Agreement since NYCHA is committed to maximizing MWSBE participation in NYCHA's contracting process. If any part of the Services will be subcontracted, the Project Developer shall ensure, to the greatest extent possible, that 20% of all

firms sought for consideration for award of subcontracts are MWSBE firms.

- (b) For purposes of this Section, “**Covered Project Developer**” shall mean a Project Developer whose Agreement has a not-to-exceed amount of \$1,500,000 or more. The Covered Project Developer shall:
- (i) provide written evidence to NYCHA's Supply Management Department (“**SMD**”) demonstrating compliance with Section (a) above in the form of the Subcontractor Outreach Report, which will be provided by NYCHA to the Covered Project Developer contemporaneously with the award of the Agreement, and the Covered Project Developer agrees to submit this completed report to NYCHA’s SMD every January 31 (reporting activity from July 1 through December 31) and July 31 (reporting activity from January 1 through June 30); and
  - (ii) attend (A) at least one MWSBE outreach event during the duration of the Agreement if such duration is for a period of six months up to one year, or (B) at least two MWSBE outreach events during the duration of the Agreement if such duration is for a period of more than one year.
- (c) NYCHA’s SMD will provide the Project Developer with the following information upon request:
- (i) a listing of MWSBE firms, sorted by commodity and/or service, that can be used by the Project Developer in furtherance of fulfilling the requirements in paragraphs (a) and (b)(1) above (as applicable); and
  - (ii) information regarding upcoming MWSBE outreach events where the Project Developer can network with MWSBE firms seeking to participate in subcontracting opportunities in furtherance of fulfilling the requirements in paragraph (b)(2) above (as applicable).
- Note:** All Project Developers are encouraged to use NYCHA’s SMD resources, in addition to other publicly available resources, to identify MWSBE firms for subcontracting opportunities.
- (d) MWSBE means minority-owned, women-owned, and small business enterprises defined as follows:
- (i) Minority business enterprise 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 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.

## EXHIBIT E

### **Additional Deliverables, Protocols, and Procedures**

The Full Proposal is intended to include only the information necessary for NYCHA to make a final decision and negotiate a signed Lease Agreement. Additional deliverables, protocols and procedures will be necessary for NYCHA to execute the Lease Agreement and approve construction activities on NYCHA property. This informational document is a summary of these additional items. For additional information, refer to the Lease Agreement provided as **Attachment F**.

#### **1. Lease Approval Protocols**

**Please note that any final Lease Agreement is subject to any and all applicable laws, rules, and regulations, including oversight and approval from the Department of Housing and Urban Development (HUD). Additional protocols may be necessary. NYCHA will work with the Project Developer to obtain any necessary approvals.**

- **PASSPort**- PASSPort is an on-line disclosure system used by the Mayor's Office of Contract Services that replaces the paper-based VENDEX system. Information regarding PASSPort is accessible at: <http://www1.nyc.gov/site/passport/faq/frequently-asked-questions.page> Proposers can create a PASSPort profile and/or login to PASSPort at: <http://www1.nyc.gov/site/passport/index.page> It is recommended that Proposers create a PASSPort profile and file all required disclosures ahead of time. Any entity that signs a lease with NYCHA, as well as any entity that will do work on site, will need to register with PASSPort and undergo background checks by the Office of the Inspector General as required by NYCHA rules and regulations.
- **Insurance and Riskworks**- NYCHA requires that anyone doing business with NYCHA provide insurance via Riskworks, NYCHA's insurance tracking system, prior to signing the Lease Agreement. The expected insurance requirement template for the Lease Agreement is attached as **Exhibit G**.
- **Board Approval**- If the overall rent payments agreed to in the Lease Agreement exceed \$1,000,000 over the life of the Agreement, NYCHA will need to gain approval from its Board. NYCHA will handle this board approval process; a successful Proposer should just be aware that the board approval process normally takes three months, and that NYCHA may request additional information from the Proposer as part of this process. If the total value of the lease is less than \$1,000,000, Board Approval is not currently required.

- **Certifications-** Lessee, and any contractors and subcontractors that Lessee engages with to do work on NYCHA property, may be required to complete additional certifications as directed by NYCHA's Law Department.

## **2. Pre-Construction and Construction Deliverables**

- **Plans and Specifications-** Prior to construction, Proposer/Lessee will submit plans and specifications for each solar PV system to NYCHA for review and approval. NYCHA will review to determine any adverse impact on building operations, safety, or security, and may request revised plans if the Plans and Specifications would impact normal building operations. Additionally, Lessee will present the approved plans to the tenant association at the development(s) where work will take place. NYCHA will coordinate these presentations with Lessee and the tenant association.
- **Safety and Maintenance Procedures-** At least 60 days prior to permission to operate (PTO), Lessee will submit to NYCHA for review and approval its operations, maintenance, and safety procedures for the long-term operation of the solar PV system. This should include a proposed schedule for maintenance and repairs, a plan for system security and for identifying issues with the solar PV system over the life of the system, and any information that on-site NYCHA staff will need to know. Please be aware that the Lessee will be fully responsible for the operation, safety, and security of their own solar PV system. Please also see for reference the Safety and Security Memo table attached as **Exhibit F**.

**An additional note regarding both above items:** NYCHA's roof doors are not currently locked or alarmed; NYCHA does not lock its roof doors due to FDNY regulations. Roof alarms had been removed due to complaints from upper-floor residents, and NYCHA does not currently have the operational resources to monitor rooftop alarms across its portfolio. NYCHA's basements are normally locked and inaccessible to residents, however Proposers should confirm this through their own site visits.

- **Roof Warranty Care Plan-** Prior to construction, Lessee must submit a Roof Warranty Care Plan for NYCHA's review and approval detailing the methods to ensure that each building's roof warranty will remain fully valid during construction and operation of the solar PV system.
- **Construction Schedule and Parking-** Prior to construction and no later than 60 days after signing the Lease, Lessee will submit to NYCHA a construction schedule with scope of work to NYCHA. If the scope of work involves usage of NYCHA's reserved residential parking lots, Lessee will need to arrange for alternate parking areas for displaced residents, to be pre-approved by NYCHA.

**Please note** that during construction NYCHA may perform periodic inspections to ensure adherence to safety and security protocols. HUD may also conduct inspections according to its rules and regulations.

- **Resident Association Presentation-** Prior to construction at each development, Lessee will present its Plans and Specifications to the Development's Resident Association and take into consideration any concerns raised by the residents on-site.
- **Pre-Construction Meeting-** Prior to construction at each development, Lessee will convene a pre-construction meeting including the affected development staff.
- **Contractor/Subcontractor Approvals-** Any contractor and/or subcontractor that Lessee uses to construct the solar PV system will need to have proof of insurance to work on NYCHA sites; this insurance will be provided via the Riskworks system that NYCHA uses to track insurance compliance.
- **Commissioning Protocol-** Prior to construction, Lessee will submit to NYCHA for review and approval the protocol that will be used in the commissioning inspections. NYCHA may choose to attend these commissioning inspections.
- **Hiring Plan and Reporting-** Lessee will provide a hiring and training plan and other forms as necessary to track the commitments made to hire and train NYCHA residents for this work. The Hiring Plan and compliance reports will be coordinated with NYCHA's Resident Economic Empowerment and Sustainability (REES) Department.

### **3. Deliverables During Operation, Maintenance, and Decommissioning**

- **Permission to Operate-** NYCHA shall be provided a copy of the utility's Permission to Operate (PTO) as soon as it is granted; commencement of lease payments will begin upon PTO for each rooftop.
- **Commissioning Inspection Report-** Lessee shall provide NYCHA with a summary of the commissioning inspection within 5 days of each inspection.
- **As-Built Plans-** Within 30 days of construction completion Lessee will provide the "as-built" drawings for each solar PV system.
- **Decommissioning Plan and Security-** On or before PTO, Lessee will provide for review and approval a plan for decommissioning the system at the end of the Lease, including all steps to remove the solar PV system and restore the premises. This will also include a proof of decommissioning security that will be used to fund the decommissioning activities, to ensure that the equipment is not abandoned on NYCHA's roof at the end of lease.
- **Advertising and marketing materials-** Lessee shall submit to NYCHA for review and approval any advertising or marketing materials that will be distributed to NYCHA residents and/or refer to NYCHA or the New York City Housing Authority in any way. NYCHA will preapprove templates and does not need to be notified any time a pre-approved template is distributed; however, NYCHA would need to be notified if the material is updated.
- **Reporting of LMI commitments-** During operation of the solar PV system, Lessee shall provide a yearly report to NYCHA on its compliance with the LMI commitments in Lessee's approved Proposal.

**EXHIBIT F**

**Safety and Security Table**

**[Exhibit starts on next page]**

**Disclaimer:** This Exhibit is provided for informational purposes only. It is not intended to be a comprehensive study of all possible risks across every NYCHA building, nor are the risk mitigation steps all-inclusive. Solar Developers must make their own judgment of risks and establish an appropriate plan that mitigates safety and security issues that may arise.

Category	Type of Risk	Risk Description	Mitigation Category: Physical, Design, or Management	Potential Risk Mitigation Steps By Solar System Developer/Owner
<b>Vandalism &amp; Other Property Theft or Damage Concerns</b>	<b>Damage from On-Site Action</b>	Equipment intentionally damaged or defaced with the physical action originating from on-site access to the roof.	<i>Design, Physical</i>	Restrict access to "high-value" components like inverters. Create physical boundaries to the solar modules.
				Design and build elevated solar arrays that would be at least 8' above rooftop.
				Highly visible signage about electrical safety risks is both required and beneficial.
	<b>Damage from Off-Site Action</b>	Equipment intentionally damaged with the physical action originating from off-site access (e.g., aerial damage from adjacent buildings).	<i>Design, Physical</i>	Proactive system monitoring will help identify issues (will show under-performance due to missing or damaged equipment). Micro-inverter use and functionality would provide panel-level tracking and increase solar electricity output overall, though typically with added costs.
				Add netting or plexiglass above panels, but that would reduce solar electricity output somewhat.
	<b>Stolen Mounting Equipment</b>	Ballasted systems run the risk of having their ballasts stolen and used as a tool to cause vandalism to the solar modules, or to other property. In the extreme, ballast (e.g., cement blocks) could be dropped from high roofs with the potential for extreme damage to person and/or property.	<i>Design, Physical</i>	Do not use ballasted, or hybrid ballasted with penetration, systems at all (i.e., use only systems secured via roof penetrations exclusively). Or, if using ballast, avoid sites seen as a high risk for theft. Avoid ballasted systems that would be easy to disassemble.
				Physically attach components with locking bolts.
				Highly visible signage about electrical safety risks is both required and beneficial.
	<b>Stolen Solar Modules</b>	Equipment could be stolen with the intent to re-sell it (likely for scrap).	<i>Design, Physical</i>	Physically attach components with locking bolts.
				Highly visible signage about electrical safety risks is both required and beneficial.
<b>Stolen Inverter</b>	Inverter could be stolen with the intent to sell it for its material value (brass, aluminum, copper, etc.)	<i>Physical</i>	Proactive system monitoring will help identify theft quickly. Micro-inverter use and functionality would provide panel-level tracking and increase solar electricity output overall, though typically with added costs.	
			Maintain locked access to electrical room and include highly visible signage about electrical safety risks. Inverters are mounted directly to the floor and/or wall.	
<b>Stolen Conduit and Wiring</b>	Equipment could be stolen with the intent to sell it for its material value (brass, aluminum, copper, etc.)	<i>Design, Physical</i>	Physically attach components with locking bolts.	
			Secure conduit runs for cables, or use less valued materials like PVC.	
			Highly visible signage about electrical safety risks is both required and beneficial.	
<b>Safety of Residents, Employees, Visitors, &amp; Contractors</b>	<b>Electrical Hazard - Rooftop</b>	Installation of additional electric equipment presents the potential for electric safety hazards if the equipment is not properly installed and secured.	<i>Physical</i>	Proactive system monitoring will help identify theft quickly.
				Highly visible signage about electrical safety risks is both required and beneficial.
	<b>Electrical Hazard - Interconnection</b>	There are electrical shock hazards if interconnection equipment is not securely locked with posted signage of the hazards, to discourage uncertified personnel from operating it.	<i>Physical</i>	Lock access to all electrical equipment that does not have a requirement to be outside in case of emergency.
Highly visible signage about electrical safety risks is both required and beneficial.				
<b>Trip Hazard</b>	Solar equipment, such as the solar modules or electrical conduit, will be located on the rooftop where they could become a tripping hazards.	<i>Physical</i>	Clearly mark conduit runs or the locations of equipment that could create a tripping hazard.	

**EXHIBIT G**

**Insurance Template**

**[Exhibit starts on next page]**

**NYCHA Insurance Requirements**  
**Template 14 – Major Construction - No HazMat**

COVERAGE TYPE	MINIMUM LIMITS	REQUIRED POLICY TERMS & CONDITIONS
<b>Workers' Compensation &amp; Employer's Liability</b>	Workers' Compensation & Employer's Liability insurance coverage compliant with the statutory requirements of the State of New York.	<b>Form:</b> As required by the State of New York. <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> </ul>
<b>Commercial General Liability</b>	\$5,000,000 per Occurrence \$5,000,000 General Aggregate \$5,000,000 Products/Completed Operations \$5,000,000 Personal/Advertising Injury	<b>Form:</b> General Liability Form ISO CG 00 01 or equivalent <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• NYCHA Named or Included as Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul>
<b>Business Auto Liability</b> 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	<b>Form:</b> Business Auto Form CA 00 01 or equivalent <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• NYCHA Named or Included as Additional Insured</li> <li>• Waiver of Subrogation</li> </ul>

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

## NYCHA Insurance Requirements

### Template 14 – Major Construction - No HazMat

#### **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.