



AFFORDABLE HOUSING
EDUCATION+OUTREACH



REQUEST FOR PROPOSALS (RFP)
NYSFAH BROADBAND PURCHASE PROGRAM

ISSUE DATE: March 25, 2021

SUBMISSION DEADLINE: April 21, 2021

Contact: Chris Widelo
64+-737-2235 | christopher@nysafah.org

PURPOSE:

The New York State Association for Affordable Housing (NYSAFHA) and our philanthropic arm, House New York, are seeking proposals from qualified internet service providers (ISPs) to provide affordable internet connectivity and broadband access to existing affordable housing developments in designated areas of NYC with a high density of NYSAFHA member buildings. NYSAFHA members have hundreds of properties and tens of thousands of affordable housing units across the city.

NYSAFHA is seeking proposals that are competitively priced to meet the income needs of affordable housing tenants and the bottom line of building managers and owners. Approved proposals will be shared with NYSAFHA member property owners in the agreed upon catchment areas for consideration and contracting.

BACKGROUND:

Millions of New Yorkers still have inadequate, or completely lack, access to the internet. Now more than ever a digital connection is a necessity as many vital public services, education, job access, and family connectedness rely on having a high-speed internet connection. At NYSAFHA, we are working to ensure families living in low-income homes are adequately served with modern infrastructure that delivers high-speed internet access at an affordable price.

One challenge is that some older affordable housing stock does not have the necessary conduit to easily support fiber broadband or the building structure makes WiFi penetration difficult.

Additionally, most tier 1 broadband providers only offer discounts in conjunction with the FCC's Lifeline program which serves only a fraction of low-income affordable housing residents and provides only 10 mbps download and 1 mbps which is well below what is considered highspeed service and is not conducive for multiple users.

SCOPE OF WORK:

NYSAFHA is seeking proposals to provide infrastructure and affordable high speed broadband service in select buildings located within four (4) catchment areas see page 5-8. Each catchment area has a minimum of six (6) NYSAFHA member buildings with total unit counts in each catchment ranging from 150 to over 700 units.

- Harlem: from 139th Street north to 145th Street and Covenant Avenue east to Adam Clayton Powell Jr. Blvd
 - 526 W. 146th Street, Manhattan (78 Units)
 - 260 W. 153rd Street, Manhattan (51 Units)
 - 211 W. 148th Street, Manhattan (42 Units)
 - 207 W. 148th Street, Manhattan (15 Units)

- 203 W. 148th Street, Manhattan (15 Units)
- 205 W. 148th Street, Manhattan (15 Units)
- Bronx: from 154th Street north to 171st Street and Morris Avenue east to Tremont Avenue
 - 294 E. 162nd Street, Bronx (126 Units)
 - 510, 520 East 156th Street, Bronx (208 Units)
 - 3055 3rd Avenue, Bronx (58 Units)
 - 495 E. 158th Street, Bronx (107 Units)
 - 488 E. 164th Street, Bronx (105 Units)
 - 1011 Washington Avenue, Bronx (136 Units)
 - 1090 Franklin Avenue, Bronx (60 Units)
 - 1138 Washington Avenue, Bronx (51 Units)
 - 1107-1119 Bryant Avenue, Bronx (97 Units)
- Bronx: from Home Street north to Bronx Park South and Marmion Avenue east Sheridan Blvd
 - 1490 Southern Blvd, Bronx (115 Units)
 - 1290 Rodman Place, Bronx (218 Units)
 - 1560 Boone Avenue, Bronx (365 Units)
 - 1544 Boone Avenue, Bronx (164 Units)
 - 1525 Boone Avenue, Bronx (128 Units)
 - 1500 Boone Avenue, Bronx (127 Units)
 - 1490 Boone Avenue, Bronx (110 Units)
 - 1812 Vyse Avenue, Bronx (121 Units)
- Brooklyn: from Rte. 27 north to Gates Avenue and Albany Avenue east to Bushwick and Pennsylvania Avenues
 - 1339 Lincoln Place, Brooklyn (87 Units)
 - 51, 55 Saratoga Avenue, Brooklyn (126 Units)
 - 930, 940, 950 Halsey Street, Brooklyn (125 Units)
 - 1797 Park Place, Brooklyn (151 Units)
 - 21 Schaefer Street, Brooklyn (34 Units)
 - 22 Moffat Street, Brooklyn (73 Units)
 - 21 DeSales Place, Brooklyn (44 Units)
 - 1875 Broadway, Brooklyn (18 Units)
 - 11 DeSales Place, Brooklyn (14 Units)
 - 1825 Atlantic Avenue, Brooklyn (150 Units)
 - 331 Saratoga Avenue, Brooklyn (80 Units)
 - 730 Rockaway Avenue, Brooklyn (64 Units)

- 211 Riverdale Avenue, Brooklyn (66 Units)
- 216 Rockaway Avenue, Brooklyn (359 Units)
- 249 Thomas S Boyland Street, Brooklyn (359 Units)

Minimum criteria for all proposals must include the following features:

- Minimally disruptive installation, at no charge, of the infrastructure needed to support broadband access throughout contracted multi-dwelling units (MDUs)
- Detailed plan for how provider will handle service issues and customer service with subscribers
- Access to WiFi for staff, security systems, BMS, common areas, amenities, etc
- Lowest rate possible for an affordable, fixed rate, broadband package that achieves a minimum 100/100 mbps transfer rate

A one-time administrative fee will be paid to NYSFAFH by the selected ISP respondent for each contract that is executed between building owner and selected ISP provider. Fees are \$3,000 for each contract of 100 units or less and \$6,000 for each contract of more than 100 units.

SUBMISSION REQUIREMENTS:

All Respondents will submit the following:

- Cover letter that references this RFP and confirms that all elements have been reviewed and understood. The cover letter should be on company letterhead and be executed by an individual of the firm/ company with authority to submit proposals. The cover letter should include:
 - Contact person on this initiative for the company along with their phone number and email address
 - Number of years in business
 - Brief overview of the company’s experience providing service to MDUs
 - Confirmation that company is authorized and insured to operate in New York City
 - Boroughs of New York City that the company serves
 - Three (3) references that can speak to the company’s quality of work, broadband service, and customer service
 - List catchment areas, listed on pages 5-8, that provider would like to be considered for
- Proposal should respond to needs outlined in the Scope of Work above and also discuss in more detail the following:
 - Length of time required from the time of signing service contract to
 - Technology(ies) that will be implemented to achieve broadband access in MDUs

- Estimated timeline to complete installation and provide service in MDUs ranging from small (50 units) to large (300 units)

TIMELINE:

Release of RFP	Thursday, March 25, 2021
Deadline for Questions:	Friday, April 3, 2021
Answers Posted to www.houseny.com/rfp	Wednesday, April 8, 2021
Proposals Due:	Wednesday, April 21, 2021
Proposal Evaluation Period:	Monday, April 26 – Friday, April 30, 2021
Award Announcement:	Wednesday, May 5, 2021

EVALUATION PROCESS:

NYSFAFH/House NY and a panel of building owners/operators representing each of the four (4) catchment areas will review each proposal and evaluate based on how closely the proposal meets the criteria outlined in the Scope of Work timeline to begin work after signing contract with individual building owners. Emphasis will be placed on affordability to consumer and ability of provider to provide customer service.

At the completion of the evaluation process, selected providers will be notified via email. Selected provider(s) will then be matched with building owners in the corresponding catchment areas. A sample agreement and contract is provided for review on page 9 and 16.

NYSFAFH RESERVATION OF RIGHTS:

NYSFAFH/House NY reserves the right to reject any or all proposals received in response to this request for proposals for any reason and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of NYSFAFH/House NY.

NYSFAFH/House NY for the purposes of this RFP is acting as a clearinghouse on behalf of our member companies. Selected provider (s) will work directly with individual building owners to reach a formal agreement and are under no obligation to contract with selected providers.

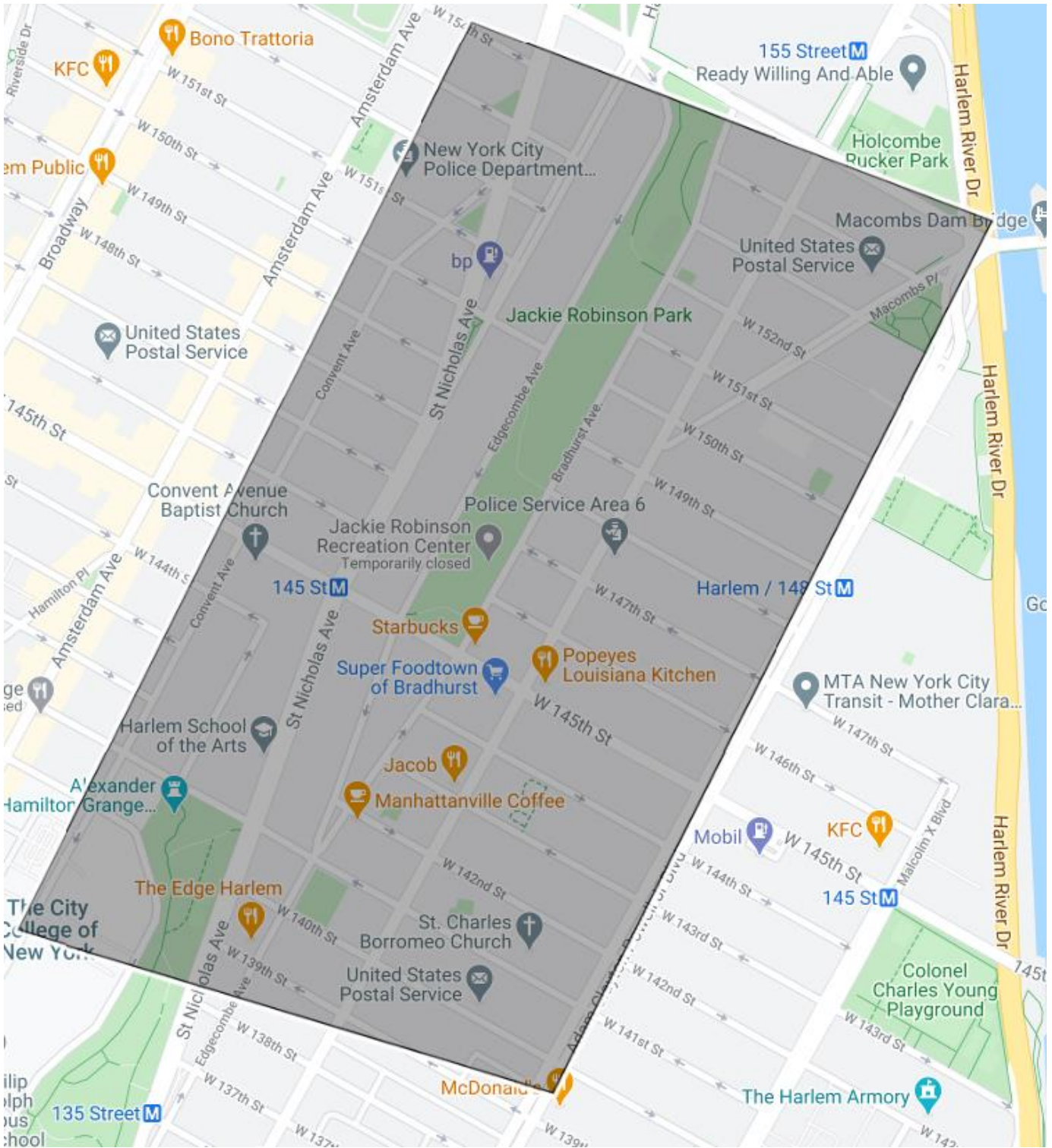
NYSFAFH/House NY assumes no responsibility or liability beyond vetting proposals submitted by providers and making recommendations to our member companies.

QUESTIONS & SUBMISSION:

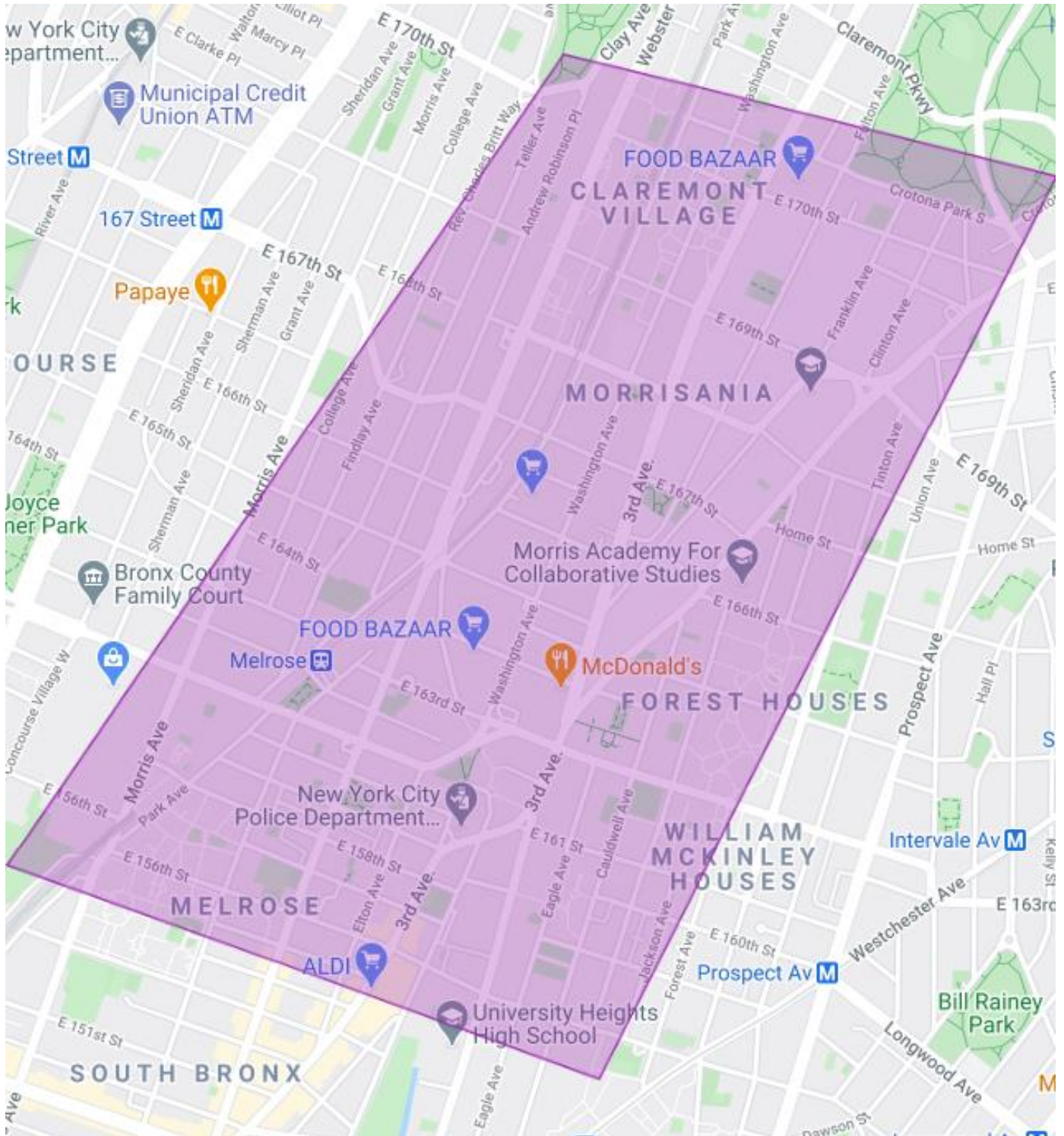
Questions regarding the proposal should be sent via email to Chris Widelo at christopher@nysafah.org no later than close of business on Friday, April 3, 2021.

Submission of proposal should be sent to Chris Widelo via email at christopher@nysafah.org by the close of business on Friday, April 21, 2021.

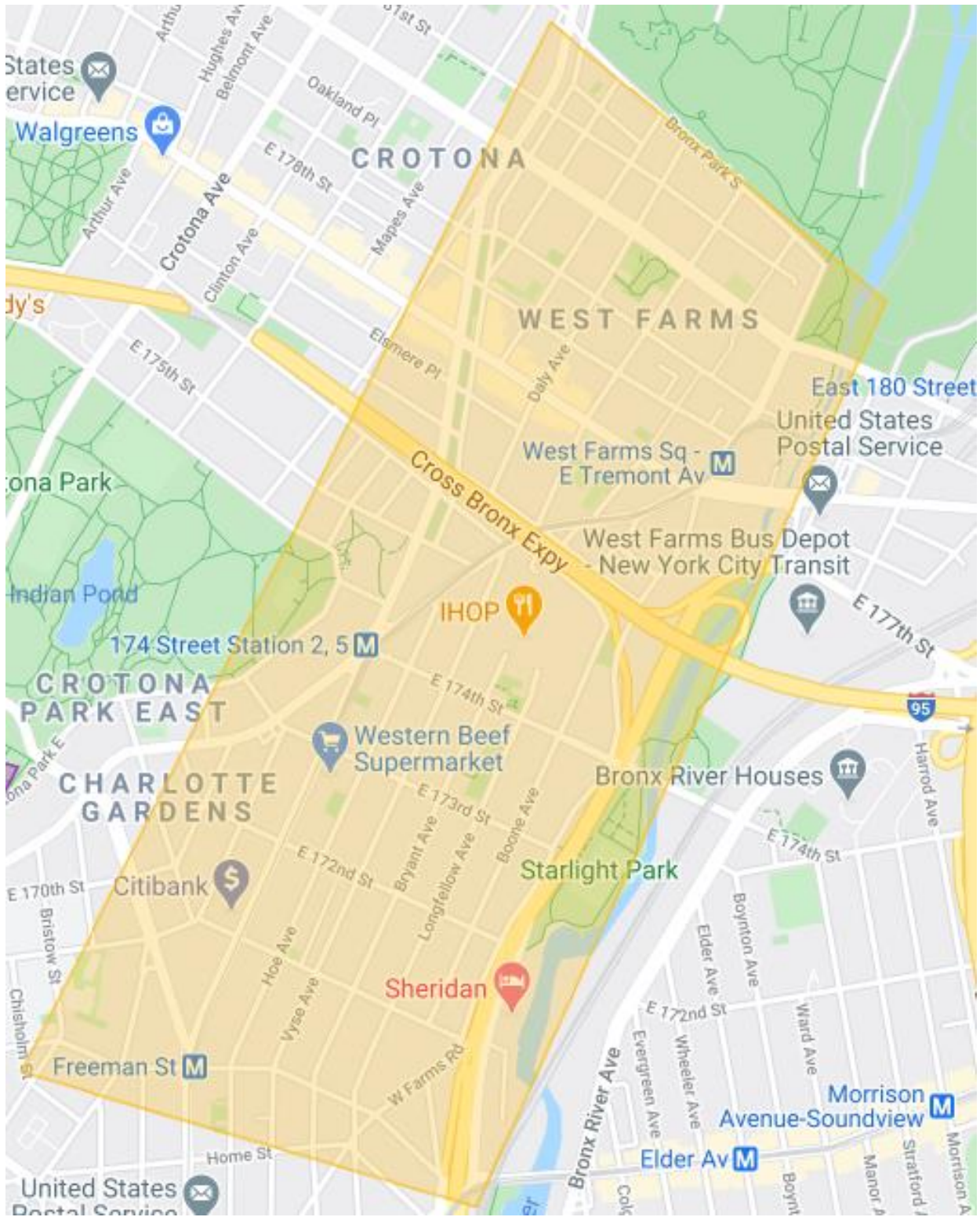
PROPOSED CATCHMENT AREA 1 – HARLEM



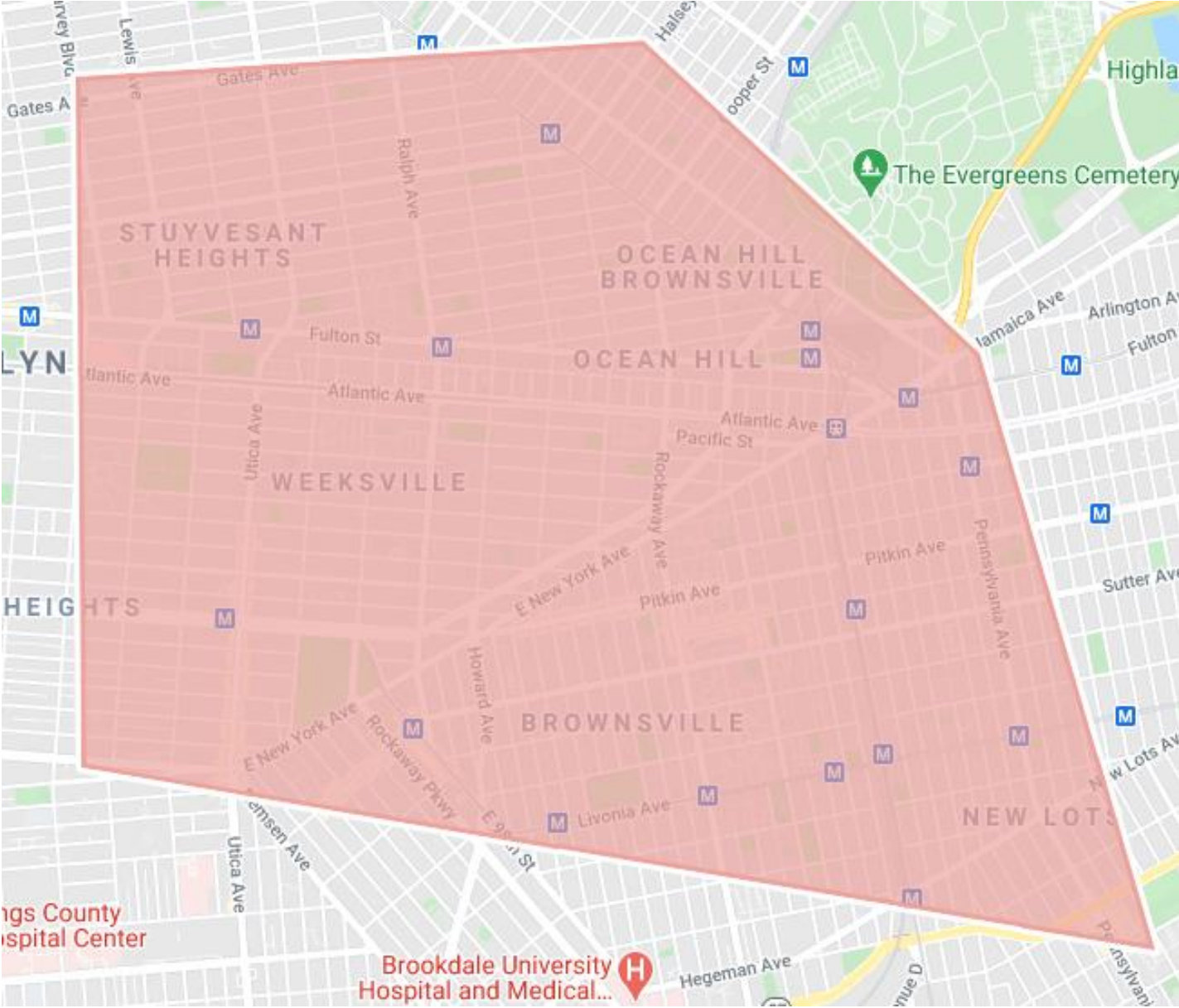
PROPOSED CATCHMENT AREA 2 – BRONX/MORRISANIA



PROPOSED CATCHMENT AREA 3 – BRONX/WEST FARMS



PROPOSED CATCHMENT AREA 4 – BROOKLYN



SAMPLE - RFP Response Form

Respondent will provide each building owner listed in the RFP the following pricing in a 5-year contract, directly with each owner, in the form attached to this RFP. Minor modifications will be considered, and a mark-up should be attached with the response.

An administrative Fee will be charged by NYSFAFH and paid by the selected ISP respondent for each contract that is executed between building owner and selected ISP provider. Fees are \$3,000 for each contract of 100 units or less and \$6,000 for each contract of more than 100 units.

Lump Sum Tenant Fees (Including all 3rd party fees, surcharges and taxes)

Affordable Package:

Resident Experienced Speed: Upload ___ Mbps; Download: ___ Mbps
Price \$ ___per month

High Speed Package:

Resident Experienced Speed: Upload ___ Mbps; Download: ___ Mbps
Price \$ ___per month

Contractor must offer the Affordable Package to all tenants. Rates set forth herein are fixed and may not be increased without the prior written consent of Owner. All rates set forth herein are all inclusive and shall be offered on a month-to-month basis, it being understood that in no event shall residents be required to pay any additional fees or costs including without limitation, fees or costs relating to equipment rental, sign-up or termination.

Upon Owner’s written approval of The Work, Contractor will commence Work within ___ days thereafter and complete the installation in a term equal to ___ days per apartment unit (the “Installation Term”). If Contractor fails to complete the work within ___ days following the end of the Installation Term, Contractor shall pay to Owner, as liquidated damages and not as a penalty the sum of _____ (\$ _____) per day for each day until the Work is complete (“Liquidated Damages”). Notwithstanding the foregoing, the Installation Term shall be extended solely as follows: (i) in the event Contractor is unable to obtain access to all the remaining residential apartment units for which it has not been permitted to perform the installation of the wireless access point, an extension of two (2) days per unit and (ii) in the event the Owner temporarily suspends the Work, an extension of fourteen (14) days.

List below all components of the System that will be removed at the end of the contract term:
(Note: Inside wiring must remain in place)

SAMPLE - INTERNET WORK AND LICENSE AGREEMENT

This Internet Work and License Agreement (“Agreement”) is made as of the ___ day of _____, by and between _____ (“Owner”), with a place of business located at _____ and _____ (“Contractor”), with a place of business located at _____, is effective as of the date Work was first performed by Contractor at the Property (defined below).

Owner: _____ [Insert applicable ownership entity]	
Property: _____ [Insert applicable property address]	
Contact Person: _____ [insert applicable contact person at management company]	
Number of Units: ____	Term: 60 months
Services Packages: See Exhibit A (Rates are fixed and may not be increased without the prior written consent of Owner during the Initial Term) All costs relating to the installation, maintenance, operations and replacements of the System and Inside Wiring and all other Work set forth herein shall be borne solely by, and paid for by, Contractor.	

- DEFINITIONS.** The term “Contractor” wherever it is used herein shall mean _____. The term “Owner” wherever it is used herein shall mean _____. The term “Work” wherever it is used herein shall mean the work, labor and/or materials required to install The System and Inside Wiring as set forth in Exhibit C to be performed or provided by Contractor or its subcontractors. The term “Services” shall mean the internet/wifi services Contractor will be authorized to offer residents at the Property. The term “Property” shall mean _____, New York.
- LICENSE.** Upon Contractor’s compliance with the terms of this Agreement, and subject at all times to Owner’s prior written approval with respect to location, equipment and scope, Owner shall be deemed to have granted Contractor a non-exclusive license, including a right of access, to utilize sufficient space in and on the rooftop (“Rooftop Space”) of such Property; such Property’s telecommunications closets; and such Property’s conduits, ducts, or other pathways either previously existing or installed by Contractor (it being understood that in no event shall Contractor be entitled to utilize conduits, ducts or pathways that are not solely owned by Owner) (collectively, “Pathways”) to install, operate, maintain, repair, and remove all or any portion of the System (defined below), it being understood that all access shall be coordinated and scheduled with Owner (the “License”).
- THE SYSTEM.** The “System” consists of the Receiving Equipment and Entrance Wiring. “Receiving Equipment” consists of Contractor’s radio, microwave, and/or other transmission and reception devices, and related equipment and support structures that will be installed on or in the Property for the sole purpose of Contractor providing the Services to residents. “Entrance Wiring” consists of any wiring or cable, whether fiber optic, category 5 or 6, Ethernet, coaxial, or other telephone or cable wiring (collectively, “Wiring”) installed by Contractor and extending from either the Receiving Equipment or a street connection through the Pathways to the intermediate distribution frame (“IDF”) facilities where the System interconnects with the Inside Wiring. No person or entity other than Contractor will have any ownership interest in the System, and, notwithstanding any method of affixation or any applicable law relating to fixtures, no portion of the System will be deemed a fixture of the Property. Owner may not use the System except as permitted under this Agreement and as authorized in writing by Contractor for the purpose of receiving the Services, provided however that upon termination of this Agreement, the System shall remain in place, excluding items listed in Exhibit A, and Contractor hereby grants Owner and its consultants and contractors ownership in and permission to use and operate the System for its own use.
- INSIDE WIRING.** The “Inside Wiring” consists of any Wiring extending from the IDF facilities through the Pathways to the wireless access points, structured wiring panel and wall outlet(s) within each apartment unit at the Property. The Inside Wiring will be provided by the Contractor and remain the property of Owner, provided that Contractor will have the non-exclusive right to access and use such Inside Wiring for the provision of the Services during the Term, it being understood that all such access shall be coordinated and scheduled with Owner.
- REPRESENTATIONS.** Contractor represents that it possesses the requisite skill and ability to discharge its responsibilities and perform the Work in a professional, timely and efficient manner, and that shall obtain and keep current all permits, licenses, and approvals needed for the installation and operation of the System and the provision of the Work and Services. Contractor has relied on its own knowledge in entering into this Agreement, and not on any representations made by Owner or by any other person with respect to the character, quality or quantities of materials to be furnished. All Work and Services provided by Contractor shall comply with all laws, rules, codes and regulations applicable to such Work, and Contractor shall obtain all necessary government approvals, consents and sign-offs with respect thereto. Contractor agrees that it, and its subcontractors, shall not enter into any non-arms’ length agreements, or accept or give any monies, gifts, kickbacks, bribes or the like for awarding or receiving any work to or from any person

or entity and shall be responsible for the submission of affidavits or any other applicable documentation and/or certifications required by Owner or under applicable law

6. **SUBMITTALS.** Prior to commencing installation of any Work, Contractor shall submit plans and specifications for the System, Inside Wiring, and the Receiving Equipment (collectively, "Plans") to Owner for Owner's prior written approval, which approval may be withheld or delayed in its sole discretion. Upon written approval of the Plans, if applicable, Contractor shall perform, at its sole cost and expense, all Work in accordance with the approved Plans and in a proper and workmanlike manner. Any such approval of submittals or the receipt of materials and/or labor or payment therefor pursuant thereto shall in no event constitute an acceptance of such materials and/or labor and shall not limit or impair Owner's right of inspection or rejection or any other rights or remedies to which Owner may be entitled, or relieve Contractor of any of its obligations and warranties hereunder. Contractor will further repair, at its sole cost and expense, any damage caused by Contractor, its subcontractors and the residents at the Property including without limitation damage caused by the Work and/or the installation, use, operation, maintenance, or removal of the System.

7. **PROMPTNESS AND DELIVERY.** The times necessary to complete performance of all Work is of the essence. Work is to be performed at the times specified in Exhibit A or in other written instructions which may from time to time be furnished by Owner. Owner may from time to time change, in writing, Work instructions or direct that Work be temporarily suspended.

8. **RESIDENT SERVICES.** Contractor shall at all times be responsible for properly servicing, and properly responding to repair requests from the Property's residents, which shall include without limitation (i) providing residents with 24/7 customer service (in person and via telephone), (ii) responding to any service requests within twenty-four (24) hours and (iii) making best efforts to prevent multi-day service disruptions (collectively, the "Resident Servicing") in a timely fashion, it being understood that Contractor's failure to perform the Resident Servicing shall be deemed a breach of this Agreement. Contractor shall also provide for 24/7 monitoring of, and support in connection with, all of the Property's network devices, it being understood that Owner shall have access to all information and documentation, to the extent requested by Owner, relating to such monitoring and support.

9. **OWNER SERVICES.** Owner shall have unlimited access to use the Services throughout the Property, at no cost to Owner, for all purposes including, but not limited to building management systems, security cameras, access hardware, wireless thermostats, gym equipment and staff mobile devices.

10. **COMMON AREA WiFi.** Contractor agrees to provide WiFi to locations at the Property, including but not limited to the locations set forth in Exhibit C. At a minimum, Contractor will be required to provide such Services in the lobby, mechanical rooms, laundry room and amenity rooms.

11. **MODIFICATIONS.** The terms, instructions and conditions contained in this Agreement constitute the entire agreement between the parties hereto and any modification of this Agreement must be in writing and signed by Owner, it being expressly understood, without limitation, that no changes in the price, to the extent applicable, or scope of the Work will be allowed without the prior written consent of Owner. The receipt by Owner of any quotation form, proposal, sales confirmation or other document or instrument from Contractor shall not, in the absence of a written acknowledgement by Owner expressly agreeing to same, have the effect of changing in any manner or adding to the terms and conditions hereof. Any claim by Contractor must be asserted within thirty (30) days from the date of receipt by the Contractor of notification given by Owner of the change. Nothing in this clause, however, shall excuse the Contractor from proceeding with the Work as changed.

12. **TAXES.** Contractor acknowledges and agrees that it is responsible for the payment of any income, sales, use, value added or other comparable taxes that may be applicable with any Work. Notwithstanding the foregoing, Contractor shall be responsible for all costs relating to the Work and Services, it being understood that in no event shall Owner be responsible for any costs relating to the Work or the Services.

13. **INSPECTION.** All Work shall be subject to inspection and testing by or on behalf of Owner at all times and places and, when feasible, during the performance thereof.

14. **CERTAIN WARRANTIES.** Without limitation of any warranties, express or implied, Contractor hereby warrants to Owner: (a) all Work shall conform to the plans, specifications, shop drawings, samples, models, or other descriptions or data furnished or approved in accordance with the terms herein, all materials shall in any event be free from defects in design, material and workmanship, and sufficient for the purpose intended and all labor shall in any event be of good and workmanlike quality; (b) that Contractor has full right, power and authority to sell, transfer and deliver all materials furnished hereunder, free and clear of any lien, encumbrance, right or claim of others; (c) that all materials and/or labor to be furnished hereunder, and the production or use thereof, do not and will not infringe any patent, copyright, trademark or similar right.

15. **TERM.** With respect to each Property, the initial term of this Agreement shall begin on _____ and continue for sixty (60) months (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (each, a "Renewal Term"), unless either party gives written notice to the other party of its election to terminate this Agreement at least thirty (30) days prior to the expiration of the then current Initial Term or Renewal Term.

16. **FAILURE OF PERFORMANCE AND REMEDIES.** A failure or refusal to perform, cure or observe any of Contractor's agreements, undertakings, warranties or other obligations under this Agreement (each, a "Default") by Contractor within ten (10) days of receipt of written notice from Owner regarding such Default shall be cause for immediate cancellation by Owner of this Agreement. Within thirty (30) days of termination, Contractor shall, to the extent required by Owner (it being understood that Owner may choose at its sole discretion to keep and use the System at the Property as set forth herein) remove the System from the applicable Property and repair any damage to the Property caused by such removal. In the event of such cancellation, Owner shall have no further obligation under this Agreement. Without limitation of the foregoing, if any Work fails to conform to any descriptions, specifications, or provisions contained herein, or fail to satisfy any of Contractor's express or implied warranties, or which are otherwise not in conformance with this Agreement shall be deemed "non-conforming Work." If Contractor provides or utilizes any non-conforming Work, Owner, without limitation of any other right or remedy Owner may have, may: (1) require Contractor to repair or replace, at Owner's option, such Work at Contractor's expense; or (2) reject, in whole or in part, the Work and receive credit or refund for such whole or part of the purchase price associated therewith. Non-conforming Work may be held (or returned to Contractor), at Contractor's expense and risk, and shall be replaced by Contractor.

17. **REMEDIES CUMULATIVE.** The remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, the rights and remedies which may be available to the parties at law or in equity. No waiver of a breach of any provision of this Agreement shall be effective unless in writing and no such waiver shall constitute a waiver of any other breach or of the same breach at a different time. The exercise by either party of the rights provided for herein shall not be considered as a waiver of any damages which may be incurred by such party or a waiver of any other rights or remedies to which such party might be entitled.

18. **OPTIONAL CANCELLATION.** In addition to any other termination rights under this Agreement, (i) Owner shall have the right, at any time after the Initial Term (whether or not Contractor may then be in default hereunder) to terminate, in whole or in part, this Agreement by giving at least sixty (60) days prior written notice to the Contractor and (ii) Owner shall have the right, at any time in the event the Contractor breaches a material term of this Agreement, to terminate, in whole or in part, this Agreement by giving at least sixty (60) days prior written notice to the Contractor, which notice shall provide Contractor with an opportunity to cure such breach within the sixty (60) day period.

19. **INDEMNITY/NOTICE OF ACCIDENT.** Without limitation of any other rights or remedy available to Owner hereunder or at law, Contractor shall defend, indemnify and hold harmless to the fullest extent permitted by law, Owner, the Additional Insureds set forth in Exhibit B, and any and all affiliates, fee owners, beneficial owners, lessors, licensors, parents, subsidiaries, lenders, agents, employees, officials, shareholders, partners, members, managers, officers and or directors of any of them ("Indemnified Parties") against any and all liabilities, obligations, losses, liens, claims, causes of action, suits, proceedings, judgments, damages, penalties, costs and expenses (including without limitation, attorneys' fees and expenses and insurance deductible payments and self-insured retention payments), and potential claims and losses whether real or alleged ("Claims") arising from any act, omission, negligence, breach of this Agreement, of or by the Contractor, its subcontractors, material suppliers and other agents or personnel of the Contractor including, without limitation, those resulting from injury to Contractor's employees or employees of Contractor's subcontractors during the performance of the Work. In the case of all injuries and/or accident(s) at a Property, the Contractor shall notify Owner immediately on the same day of the occurrence. Contractor shall furnish Owner, in writing, with complete and detailed data relevant to the occurrence as soon as possible after the accident(s). Contractor shall be liable for, and shall defend, indemnify and hold harmless all Indemnified Parties against, any Claims arising out of or related to any failure or delay on the part of Contractor in so notifying Owner. The foregoing provisions shall survive the termination of this Agreement or.

20. **INSURANCE AND PERMITS.** (a) Contractor shall, before performing any Work or Services, furnish Owner, at Contractor's expense, with, and shall maintain (and shall require its subcontractors to maintain) continuously during all periods of Work hereunder and during the Initial Term and any Renewal Term, and for one (1) year after the termination of this Agreement, insurance, in form satisfactory to Owner and in compliance with the insurance requirements set forth in Exhibit B. If Contractor's worker's compensation policy is issued to Contractor at an address outside of the state where the work is to be performed, then the policy, and the certificate evidencing such insurance, shall state that the policy covers all states in which the work is being performed for operations including any employees or subcontractors of the Contractor. (b) Contractor shall provide Owner with evidence of the insurance required hereunder by delivery to Owner of a certificate of insurance issued to Owner as Certificate Holder and as an additional insured and such insurance company policy endorsements as Owner may require and, if requested by Owner, a copy of the insurance policy. Such certificate shall be provided prior to proceeding or otherwise and upon final payment and shall provide a warranty that the policy contains no specific exclusions for the Contractor's work hereunder. (c) Contractor shall, at Contractor's expense, before proceeding under this Agreement, furnish Owner with, and shall continuously maintain during all periods of Work, all other certificates, permits and/or licenses required for the performance of Contractor's obligations hereunder. The failure of Contractor to obtain and maintain the insurance required hereunder shall constitute a breach of, and material default, under this Agreement. Contractor shall remedy such breach, or shall cause Contractor to remedy such breach within five (5) business days. Contractor shall be liable for any and all costs, liabilities, damages, and penalties resulting to Owner from such failure to obtain and maintain the insurance required by this Agreement, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by Owner. Owner shall have no responsibility for loss, damage to, or theft of the Contractor's personal property. Contractor hereby releases Owner from any and all claims or causes of action whatsoever that may arise in connection with any loss covered or that should have been covered by insurance, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Contractor pursuant to this Agreement.

21. **ASSIGNMENT.** Any assignment by Contractor of any of its rights or obligations under this Agreement without written consent of Owner shall be null and void and without force or effect. Owner shall in its sole discretion have the option to assign this Agreement without the necessity of obtaining the approval of the Contractor. Contractor shall not subcontract the whole or any portions of the Work without the prior written consent of Owner, which may be withheld by Owner in its sole discretion.

22. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws and with all applicable rules, regulations and orders issued thereunder. Contractor shall furnish Owner with such certificates of compliance with all applicable federal, state and local laws, ordinances, rules, regulations and orders as Owner may from time to time request.

23. **LIENS.** Contractor shall immediately notify Owner and secure within five (5) days any bond or other instrument required by Owner to remove, discharge and release any and all liens that may be filed against any Project or any of the Indemnified Parties by Contractor or anyone claiming by, through or under Contractor. Contractor expressly agrees that if it fails to secure such instruments or remove the lien(s), Owner may release and discharge the claims in an expeditious manner and charge Contractor for the cost of such instrument and the costs to discharge the lien (including without limitation any attorneys' fees). In addition, Contractor shall indemnify, defend and hold Owner and Indemnified Parties harmless against all costs and expenses, including reasonable attorneys' fees incurred by Owner arising out of or related to any such lien.

24. **MISCELLANEOUS.** This Agreement or shall be binding upon and shall inure to the benefit of each of the parties and its respective heirs, legal representatives, successors and permitted assigns. This Agreement shall be governed by the laws of the state in which the Project is located. If any term or condition of this Agreement or shall be held invalid or unenforceable, the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law. All provisions hereof which by their terms may require performance after cancellation shall survive any such cancellation. In the event of default by Owner or its assignee, Contractor shall provide a minimum of thirty (30) days prior written notice of such default to Owner and such assignee, and shall provide Owner and such assignee with the ability to cure any such default before taking any further action with respect to such default. Each of the parties hereto represents and warrants that the signatory of such party has full power, authority and legal right to execute this Agreement on behalf of such party. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

OWNER:

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

Fees and Services

Lump Sum Tenant Fees (Including all 3rd party fees, surcharges and taxes)

Affordable Package: Resident Experienced Speed: Upload ___ Mbps; Download: ___ Mbps Price \$ ___per month

High Speed Package: Resident Experienced Speed: Upload ___ Mbps; Download: ___ Mbps Price \$ ___per month

Contractor must offer the Affordable Package to all tenants. Rates set forth herein are fixed and may not be increased without the prior written consent of Owner. All rates set forth herein are all inclusive and shall be offered on a month-to-month basis, it being understood that in no event shall residents be required to pay any additional fees or costs including without limitation, fees or costs relating to equipment rental, sign-up or termination.

Upon Owner's written approval of The Work, Contractor will commence Work within ___ days thereafter and complete the installation in a term equal to ___ days per apartment unit (the "Installation Term"). If Contractor fails to complete the work within ___ days following the end of the Installation Term, Contractor shall pay to Owner, as liquidated damages and not as a penalty the sum of _____ (\$_____) per day for each day until the Work is complete ("Liquidated Damages"). Notwithstanding the foregoing, the Installation Term shall be extended solely as follows: (i) in the event Contractor is unable to obtain access to all the remaining residential apartment units for which it has not been permitted to perform the installation of the wireless access point, an extension of two (2) days per unit and (ii) in the event the Owner temporarily suspends the Work, an extension of fourteen (14) days.

List below all components of the System that will be removed at the end of the contract term:

(Note: Inside wiring must remain in place)

EXHIBIT B

Insurance Requirements

The following are Owner's minimum requirements for insurance coverage.

Prior to the commencement of its services, Contractor shall file with Owner, for Owner's approval, valid duplicate original Certificates of Insurance pursuant to the below requirements and at Owner's option, a certified copy of the insurance policies and any and all endorsements or riders thereto, evidencing compliance with the requirements contained in this Agreement.

Contractor shall maintain, at a minimum, the following insurance coverages at their own cost and expense for Contractors, and its Subcontractors shall also carry:

- 1.1 Worker's Compensation/Employer's Liability/Disability
 - (a) Statutory Workers' Compensation Insurance and Disability Insurance with statutory limits as required by law, and Employer's Liability Insurance with limits of not less than \$1,000,000.00 each accident, \$1,000,000.00 each employee, \$1,000,000.00 policy limit or unlimited coverage where required by law.
 - (b) Shall be endorsed to cover all states in which work is performed under this Agreement.
- 1.2 Comprehensive Automobile Liability
 - (a) Claims for damages because of Bodily Injury or Death of any person or property damage arising out of Contractor's (or, as applicable, Subcontractors') ownership, maintenance or use of any motor vehicle in connection with performance under this Agreement (other than Owner's vehicles) in an amount not less than \$1,000,000.00 Combined Single Limit.
 - (b) Above to include Employer's Non-Owned and Hired Car Coverage.
- 1.3 Commercial General Liability
 - (a) Claims for damages due to (i) bodily injury or death of any person and (ii) the Work Product itself, due to injury to, or destruction of, tangible property, including loss of use.
 - (b) Written on an occurrence form with limits of \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate of all occurrences within each policy year and \$1,000,000 each covered offense for personal and advertising injury.
 - (c) Coverage in this policy shall include, but not be limited to, the following:
 - (i) Blanket broad contractual liability covering Contractor's and, as applicable, Subcontractors' contractual liability assumed under this Contract;
 - (ii) Employees and temporary workers included as insureds;
 - (iii) Cross Liability for Indemnified Parties;
 - (iv) Coverage to be provided using standard ISO CG 00 01 12 04 policy wording or its absolute material equivalent.
 - (v) No action over exclusions;
 - (vi) No residential construction or operations exclusion; and
 - (vii) No exclusion or policy limitation that would otherwise void insurance coverage.
- 1.4 Follow form Excess (Umbrella) Liability with a minimum limit of \$5,000,000 each occurrence and in the aggregate in excess of the above insurance required in sections 1.1 through 1.3 (provided, however that this insurance shall not be excess to Workers Compensation/Employers Liability where such underlying coverage is required by law to be unlimited).
- 1.5 The insurances enumerated in Sections 1.2 through 1.4, inclusive, shall without liability on the part of Indemnified Parties for premiums therefor, include the following:
 - (a) Owner, all entities listed as Indemnified Parties under this agreement and their respective affiliates, government agencies, lenders, mortgagees, investors, master tenant, principals, parents, shareholders, partners, directors, officers, members, managers, employees, agents, representatives and such other parties in interest as Owner may designate in writing from time to time, are to be named as Additional Insureds (collectively, the "Additional Insureds") on the Commercial General Liability, Automobile Liability and Excess (Umbrella) Liability Insurance. The Additional Insureds shall be named as such under the Commercial General Liability and Excess (Umbrella) Liability Insurance for both ongoing and completed operations ISO Forms CG 20 10 10/01, CG 20 37 10/01 or their absolute material equivalents.
 - (b) Thirty (30) Day Prior Notice of Cancellation to Owner.
 - (c) Waiver of Subrogation in favor of Owner, Lender, all entities listed herein as Additional Insureds and their respective affiliates, partners, directors, officers, employees, agents and representatives.
- 1.6 Policy language for insurances enumerated in sections 1.2 through 1.4, inclusive, shall state that the insurance is primary to and not contributory with any insurance carried by the Additional Insureds. Such insurance shall be placed with reputable insurance companies licensed to do business in the State of New York with a minimum Best's rating of "A: VIII" and shall be subject to Owner's approval.
- 1.7 The carrying of the insurance described shall in no way be interpreted as relieving Contractor (or its Contractors) of any responsibility of liability under this Agreement. In the event Contractor or its Contractors fail to maintain the coverages or limits as required herein, Owner may affect such insurance as an agent of Contractor or its Contractors. Any premiums paid, therefore, by Owner to effect such coverage shall be payable by Contractor or offset by or against the fees herein provided or payable to Contractor.
- 1.8 Owner shall have the right, exercisable in its sole judgment at any time by giving no less than thirty (30) consecutive calendar days' prior written notice thereof to require the Contractor, and/or Subcontractor(s), as applicable, to increase the limit and coverage amount of any insurance that the Contractor, and/or Subcontractor(s), as applicable, are required to maintain pursuant to this Contract to an amount that the Owner, in its reasonable judgment, deems sufficient, or to purchase other insurance and/or endorsements in such amounts or types as the Owner may require from time to time.
- 1.9 No portion of the insurance required in this Agreement may be satisfied through any form of deductible, self-insurance or self-insured retention absent Owner's written consent. Notwithstanding the foregoing, it shall be the sole and exclusive obligation of the Contractor to satisfy any deductible, self insurance or self insured retention obligation associated with any policy that contains such a provision.
- 1.10 The Contractor shall provide the Owner with evidence of proper renewal of all required insurance policies ten (10) business days prior to the date on which any such policies expire.
2. List of Additional Insureds: _____

EXHIBIT C

Scope of Work

Owner will be responsible for providing the following:

1. Architectural, Structural and MEP plans for each floor.
2. A cellar or ground floor, conditioned telecom room.
3. A suitable shaft, conduit, or stacked closet for telecom risers (Contractor responsible for all core drilling and sealing)
4. Providing an IDF closet on various residential floors, as needed, in the event that homerun lengths from MDF room are not practical
5. Coordination of access to each tenant's apartment.
6. MDF room shall be air-conditioned.

Contractor will pull all required fiber cable from closest street connection into building MDF room or location decided by Owner. Contractor will run fiber cable from MDF room throughout to provide main building backbone. This backbone will either run through IDF rooms or other locations decided by Owner. At each intermediate room, there will be required router switches and pull points. If rooftop equipment is needed to meet specified speeds, Contractor is responsible for furnishing and installing of all equipment and associated infrastructure and mounting. From intermediate rooms, Contractor will run Inside Wiring (material to be either fiber optic cable or appropriately sized category cable) from the intermediate facilities to each apartment. There are two scenarios at which the Inside Wiring could be ran through the corridors:

1. No Ceiling (Either plank or concrete deck above): In this method, Contractor may run Inside Wiring to each apartment in a prefabricated decorative crown molding approved by the Owner. Contractor then can enter each apartment by drilling hole in corridor wall. Contractor then to pull wire through hole and surface mount access point.

2. Sheetrock Ceiling: In this method, Contractor shall run Inside Wire to each apartment above sheetrock ceiling. Contractor then can enter each apartment by drilling hole in corridor wall. Contractor then to pull wire through hole and surface mount access point.

Each dedicated apartment cable will enter the apartment through the rated corridor wall, above the sheetrock ceiling or behind the molding. Contractor will install one wireless access point on the ceiling or wall of each apartment unit, just inside the front entrance. All units will be installed at one time, not as people sign up for service. Each wireless access point will have at least one ethernet jack.

Contractor will be responsible for the patching, finishing and painting to a Level 4 finish of all wall and ceiling openings created by the Contractor or sub-contractors. All penetrations through rated walls and floors must be repaired and fire stopped to meet all applicable ratings and codes. If any wireless access points are located above a ceiling, the Contractor will be responsible for any access panels and finishing to meet design intent and access capabilities. Roof penetrations and repairs must be performed by roof sub-contractor provided by Owner, hired and paid for by Contractor, to ensure roof warranty is maintained. Contractor will remove all trash, debris and scrap material from the building each day and vacuum any dust and particulate daily.

The drawings below, provided by Contractor, will identify the location of Rooftop Equipment, Entrance Wiring, Building Distribution Rooms, Inside Wiring and each wireless access point.

Access points shall be powered from the switches and shall not need to be connected to power within each apartment. Each apartment unit at the Property must have its own Virtual Private Network.