



New York City Housing Development Corporation
Homeless Housing Placements Evaluation

Proposal from Delivery Associates, in partnership with Next 100
February 22, 2023

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Letter of interest

New York City Housing Development Corporation
Homeless Housing Placements Evaluation Request for Proposals

Delivery Associates Ltd.
815 8th St NE
Washington DC 20002

Dear Mr. Merchant:

Delivery Associates, with support from Next100, is pleased to submit this response to the Request for Proposals for Homeless Housing Evaluation. As a mission-driven organization, Delivery Associates takes on only engagements inspired by ambitious goals where we can make a genuine and lasting difference to people's lives. We are happy to confirm that we are interested and excited to start this project on 4/17.

This is a unique moment for New York City. The COVID-19 pandemic and recovery are causing multiple changes to the city's industry, commerce, and residents, particularly those who can afford it least. New York was hit harder by COVID-19 than many other parts of the United States. Now, even as parts of the city recover fast, the effects on those in the city who can afford it least are ongoing and real.

The New York City Housing Development Corporation recognizes these challenges and is committed to improving the speed and quality of homeless housing placements in Housing Development Corporation (HDC)- and Department of Housing Preservation and Development (HPD)-financed and supported housing. You are looking for a partner to support this process review.

We believe we are well-placed to be that partner and to support you over this next chapter. We have **deep experience in NYC**; experience specifically in **empathy interviews** with service users in NYC, and experience in **process re-engineering** to improve services for users. This includes conducting an analysis of child care 'deserts' in New York City and supporting the children's cabinet; running empathy and user interviews for the Gun Violence Prevention Task Force and for NY Public Schools apprenticeship schemes; and working to reduce the time it takes to complete development applications.

We also have a track-record of encouraging participation by minority and women-owned business enterprises. These include women-owned Nomada Consulting leading on stakeholder engagement across our most recent phase of Gates Economic Mobility work, and women-owned Inclusive Economics leading on design of climate initiatives. In this specific case, we are partnering with Next100, a startup think tank for and by a new generation of policy leaders. They work with members of impacted communities to bring urgently needed policy change and build a more inclusive democracy through their unflinching commitment to quality.

We also maintain rigorous internal processes to ensure we deliver for and with our partners. We are ISO 9001:2015 and ISO 27001 certified for the quality of our business management systems. As important, however, are the quality and commitment of our people. We bring a New York based team with commitment to our shared values: unflinching passion for impact, deep commitment to supporting the residents of New York City, and humility in our ways of working and respect for colleagues and partners we are supporting. Within our organization, we work to create and empower teams that are reflective of the populations we serve and to consistently reflect on and redistribute support, resources, and rewards, helping everyone grow and thrive. Our team members come from over 25 nationalities and work across six continents.

Thank you for considering this RFP to partner with you. We are excited to work with you to improve the speed at which we support the New York City residents who need the support most.

Regards,

John Tully

Delivery Associates

Project understanding and approach (2 pages)

For over 50 years, the New York City Housing Development Corporation (HDC) and the New York City Department of Housing Preservation and Development (HPD) have collectively transformed the lives of millions of its citizens by financing the creation and preservation of affordable housing. As New York City continues to recover from the pandemic and economic challenges exacerbated by inflation, a disproportionate burden has been placed on the city's unhoused residents, evidenced by some of the highest levels of homelessness since the Great Depression. And, yet, by establishing homelessness and housing instability as a key pillar within the Housing and Homelessness Blueprint, the opportunity to make meaningful, and measurable progress has never been more possible.

To do so, HDC is seeking a partner for a 90-day process analysis to evaluate and recommend improvements to the homeless housing placement in HDC- and HPD- financed and supported housing, with the ultimate aim of moving residents into permanent housing faster and reducing the risk of returning altogether. You want to move quickly and seek a partner who will help you identify and operationalize recommendations with the urgency required in this work.

At Delivery Associates, our unique approach is built around a set of tools we have developed for public sector organizations over the years. They help our partners diagnose problems, design solutions, then support them through rapid implementation to ensure the desired impact actually happens, and design systems to track progress along the way for agile, early problem-solving. We call it Deliverology®. (See Our Team and Case Studies for more.) Our partner, Next100, is equally committed to researching, developing, and advocating for policy solutions that improve housing affordability, access, quality, and sustainability, and that strengthen inclusion and resilience in civic and public spaces, especially for low-income individuals and people of color.

Project Approach:

Delivery Associates and Next100 propose partnering with the Homeless Housing Placements Task Force to deliver a journey map of homeless housing placement and a series of prioritized recommendations to improve this process by July 14.

There are two stages to the work:

(1) Discovery, during which we will review existing materials and conduct stakeholder interviews and focus group to understand the current state; and

(2) Journey Map Development & Recommendations, where our team will map resident experience and identify and prioritize recommendations for improving the process. This is our initial thinking; we are open to working with you to refine and iterate on this project approach:

Discovery Phase (April 17- May 12)

Objective: Establish baseline assessment and understanding of HPD's placement of DHS-shelter residents into HDC- and HPD- financed and supported housing using an HRA voucher.

Activities:

- **Artifact Review:** Conduct review of various City process documents related to the shelter-housing placement transition including: process flows of DHS shelter exits, process flow of HPD placement and times (and analysis), unit-level data across HDC and HPD housing, and other related and available resources
- **Qualitative Interviews & Focus Groups:** In partnership with Next100, conduct 8-10 qualitative interviews and 2-3 focus groups with a diverse group of stakeholders including shelter residents, DHS caseworkers and shelter staff, HPD's Homeless Placement Services staff, building property owners and marketing agents, among others to better understand and evaluate the placement delays. We recommend including a short quantitative survey component to gather additional information on perceptions related to processing times.

Deliverables:

- Project kick-off meeting with the Homeless Housing Placements Task Force
- Qualitative interview and focus group guides and de-identified notes
- Synthesized report of key findings from the discovery phase

Journey Map Development, Analysis, and Recommendations (May 8 - Jul 14)

Objective: Map the tenant experience along their journey to housing placement and provide recommendations to reduce processing times and limit administrative burdens.

Activities:

- Map the people and organizations, processes, technologies and systems, and the relationships among them to visualize the shelter housing placement journey (with multiple stakeholder perspectives, sequencing/stages, time, among other dimensions)
- Prioritize analysis of the workflow processes between government and non-government actors, identifying and capturing within the journey areas of risk and redundancy along with opportunities for greater efficiencies
- Incorporate qualitative and quantitative insights and findings obtained through the discovery phase and share them back with stakeholders and focus groups, as possible

Deliverable:

A comprehensive report inclusive of the following:

- Summary of findings from the discovery phase
- Detailed journey map with gaps and risks that negatively impact the tenant experience
- Recommendations with quick wins as well as intermediate and long-term solutions to reduce the time required to secure housing placement; this may require (1) regulatory changes related to housing placement (voucher systems, etc.); (2) adjustments to staffing models at the Federal, State, and City level; and/or (3) modifications in program design, systems, and technology
- Additional recommendations related to messaging strategy and communications plan

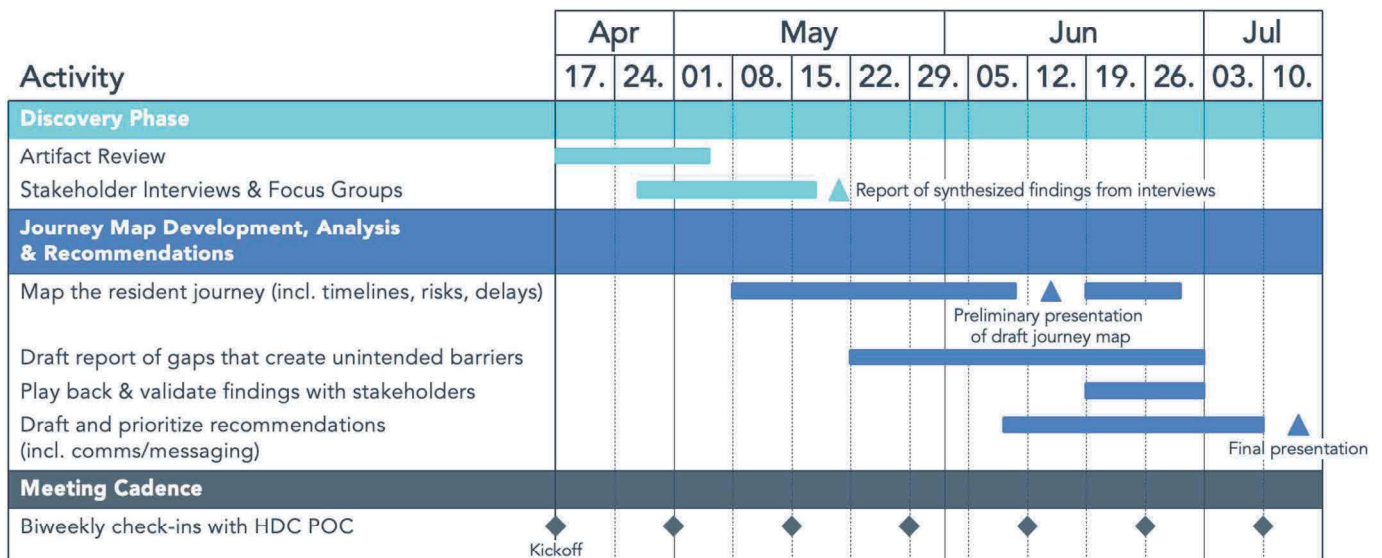
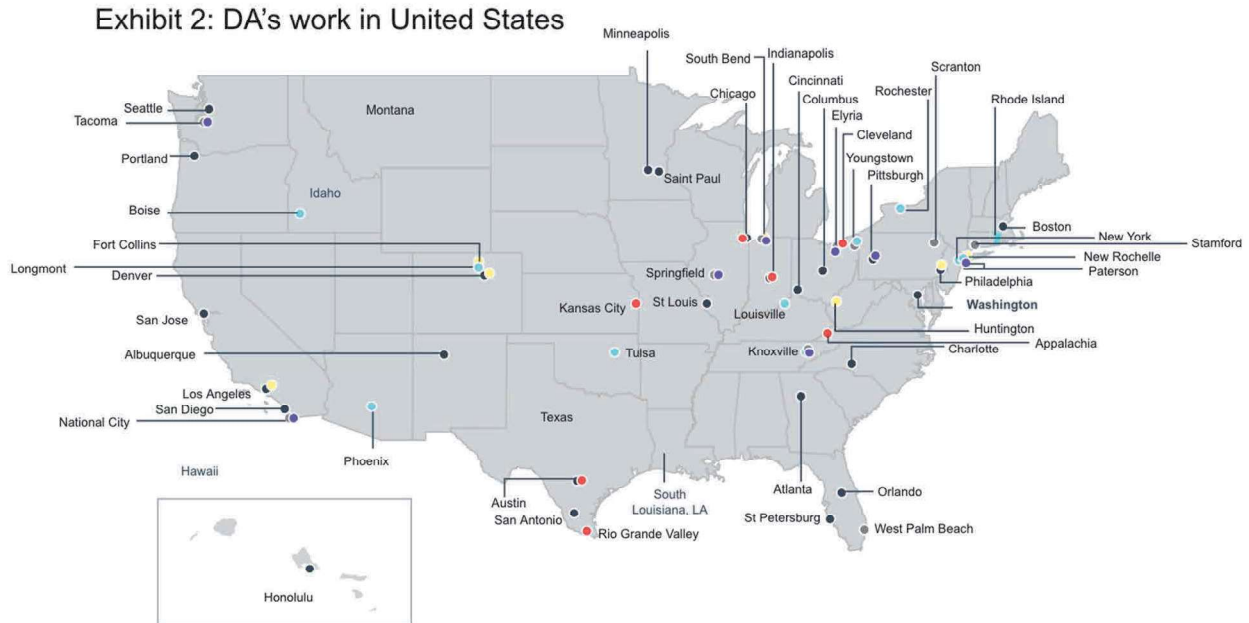


Exhibit 1: Proposed timeline of activities

Team Description

Our team has deep experience with city governments in the US to assess and improve implementation on issues ranging from climate change to COVID response to case processing.



We have a strong relationship with the New York City government and deep experience working in the city; and our teams have supported city agencies and organizations focused on housing and homelessness prevention solutions in creating strategic plans and priorities and developing processes to effectively implement them.

Our partner Next100 was created to address exclusion in the policy sector. They believe changing who makes policy and how policies are prioritized, developed, and implemented will lead to a more inclusive, democratic, and just America. We identify, develop, support, and learn from individuals who bring diversity, proximity, and lived experience to the policy sector. We provide skillbuilding and a platform to our Policy Entrepreneurs to allow them to drive policy change through research and advocacy, and give them autonomy to drive the change they want to see, informed by their communities.

Our team will be composed of a team of five colleagues, led by a Project Leader from Delivery Associates. Two DA team members will lead the analysis, complemented by two colleagues from Next100 to support with conducting interviews with people living with homelessness. This team will maintain continuity throughout the project and ensure sufficient staffing to properly engage stakeholders and conduct a thorough analysis. We include some illustrative CVs below.



John Tully is an Associate Director at DA. He specializes in supporting organizations to deepen their impact through intentional, outcome-focused strategic planning. John draws on his own experience to help C-suites and senior officials deliver meaningful outcomes for the people they serve. He leads DA's work with the New York City Mayor's Office and has supported multiple nonprofits in strategic planning, including Results for America, CollegeSpring, and Teach for America.



Shara Watkins is a Project Leader at DA and a former educator who has supported schools and districts across the US. She serves as an elected official on the San Mateo-Foster City School Board Trustee, where she spearheaded the development of the Board's equity strategy, leveraging district metrics, key performance indicators (KPIs), and community leader feedback to establish key equity priorities and establish a 20-member Equity Taskforce. Shara is deeply committed to addressing systemic inequities and driving change by building strong relationships, forming impactful coalitions, and creating innovative policies.



Dan Edelman is a Project Leader at DA. He helps lead a team working with the New York City Mayor's Office on its priorities, which include making mental health services more accessible and affordable, improving nutrition—and nutrition education—in the City's public schools, and improving the lives of children and families in the shelter system. He has managed policy and programmatic portfolios across economic and workforce development, climate, criminal justice, and government innovation in several state and local governments.



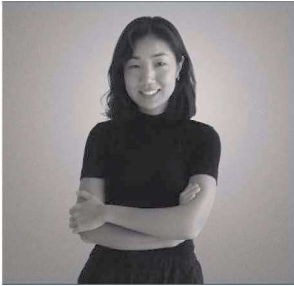
Aparna Ramanan is a Project Leader at DA. She has led project teams partnering with Mayors offices in more than 20 cities globally across program areas, including supporting the Los Angeles ADU bridge housing program and Philadelphia's juvenile justice reform work. Her work includes mapping ecosystems, analyzing performance data, and identifying opportunities to make progress against ambitious goals, with a particular focus on equity and effectiveness.



Tim Ponciano is a Delivery Leader at DA. He has deep experience in delivery planning, impact evaluation, strategic planning, and project implementation across North America. In New York City, he has coached senior advisors through delivery planning processes across various administration priorities including: Gun Violence Prevention, Equity, and Department of Education Food Strategy. He has also implemented and evaluated multi-agency, multi-sector stakeholder programs across the City.



Clara Lyle is a Delivery Leader at DA. Clara has 9+ years of experience working to support NGOs, governments, and multilateral organizations on strategy development, research, program delivery and evaluation, and project management. Her work has focused on workforce development, equitable approaches to climate change mitigation, and education.



Daniella Choi is a Delivery Leader at DA. She is an experienced public and social sector advisor committed to applying evidence-based approaches to create more equitable futures. As a systems thinker, she works with clients to align their visions, values, and operating models within each organization's unique context so they can achieve their mission and generate social impact. She is supporting the Equitable Outcomes Team in Los Angeles County to help the County stay focused on equitable resident impact when implementing programs, policies, and initiatives.



Francisco Miguel Araiza is the deputy executive director of Next100, a startup think tank for a new generation of policy leaders. He has spent his career leveraging research and data to advocate for more inclusive, just, and equitable public policies. At Next100, Francisco has developed two toolkits to help policy sector organizations hire and engage directly impacted individuals. Francisco was previously the director of research and policy at The Education Trust–New York, where he led the research and policy team on educational equity issues from early childhood to college completion, while supporting the organization's internal and external strategic planning.



Lindsey Cazessus is a policy entrepreneur at Next100 where her work focuses on designing compassionate, effective policies to end poverty. She works to expand and improve safety net benefits like the Child Tax Credit (CTC) and eliminate administrative burdens in key public benefits and services. Prior to joining Next100, Lindsey worked as a New York City Urban Fellow with the NYC Mayor's Office for Economic Opportunity. As an urban fellow, she supported a portfolio of anti-poverty initiatives, including a city-wide working group to improve access to child care for families experiencing homelessness.

Example cases

Our approach is anchored on the belief that good implementation is critical to any policy or programmatic success. In our implementation work, we are guided by 5 simple questions:



These guiding questions are adapted to the specific context of a client or project. Below are some examples of use cases and work products from our work in New York City and Housing more broadly.

Experience working in New York City

Delivery Associates has experience providing direct support to New York City. Since the Mayoral transition of 2020, we have provided and continue to provide support for the Mayor's Office and numerous agencies including interagency planning processes, implementation and project management support, and capacity building across critical stakeholder groups. This has helped agencies and city partners to:

- **Ground the strategic planning and implementation processes by meaningfully listening to the communities around them:** DA's support has spanned various administrative priorities including nutrition education, mental health, housing, economy, childcare, and community safety. This often involves various agencies, city partners, and community organizations.
 - **Gun Violence Prevention Task Force:** Delivery Associates worked with the Mayor's Office to ensure that the administration's community safety approach prioritizes neighborhoods most impacted by gun violence. This includes conducting in-depth data analysis to inform neighborhood selection and supports for direct community engagement
 - **New York City Housing Authority:** Delivery Associates is working with NYCHA to conduct a workshop focused on delivery planning and effective routines. The workshop includes a review of a priority area's delivery chain to better understand gaps in communication and effectiveness, opportunities to improve delivery, as well as sharing best practices for leadership stocktakes. These workshops will explore how rigorous data routines strengthen implementation.

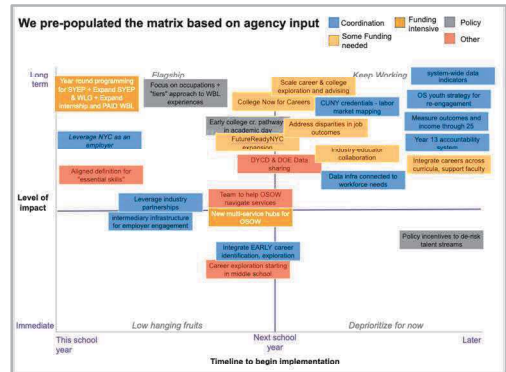


- **Identify solutions that are both ambitious and actionable:** DA partners with city-staffers to identify potential solutions that build on ongoing programs, new ideas, and potential flagship initiatives for the administration. We then partner to deliver interagency workshops to ensure stakeholder buy-in and identify resources for implementation.

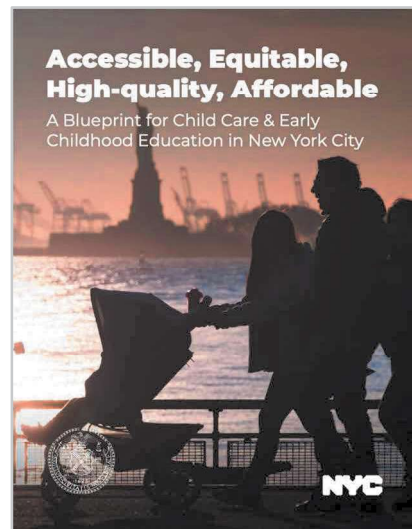
We are on track for an announceable set of strategies by early October

Themes	Meetings
Measurable goals, Data baselines	#2 Goal-Setting (7/16)
	#3 Connecting goals, KPIs (8/3) Leadership Check-In (8/15)
	#4 Strategy Identification (8/22)
Prioritized set of strategies	#5 Strategy review & prioritization (8/31) ← We are here!
	#6 "Get Stuff Done" planning (9/13) Leadership Check-In (9/26)
Strategies detailed for implementation	#7 Community Partners #8 Superintendents / Principals Leadership Check-In (Mayor Adams, Chancellor Banks, DM Wright)
	#9 Draft plan
	Announceable Blueprint –October
	#10 Stocktakes (Routines) (Ongoing)
Implementation routines	

- **Build in a "prioritization" mind-set that sequences the implementation of programs or initiatives:** DA's "I do, we do, you do" approach ensures that every team we work with also receives capacity building opportunities including training, coaching, and ongoing thought partnership. The goal is to ensure that the level of rigor and consistency continues beyond our direct support. In New York City, this has included a specific focus on prioritizing programs and policies early in the planning process



- **Develop delivery plans (i.e. blueprints) effectively and efficiently:** The firm's delivery planning framework was instituted across various high-impact mayoral initiatives and resulted in interagency/cross-sector task forces, detailed strategic plans for agency leaders, and data-based accountability structures for execution. This includes New York City's [Blueprint for Child Care & Early Childhood Education](#) which resulted in clearing the voucher backlog and a dedicated project management team that sits within City Hall.



Experience working in homelessness and housing

Delivery Associates also has extensive experience working on projects with similar objectives and achieving impactful results for residents. Below are anonymized case studies of our experience working to end homelessness both in the United States and internationally.

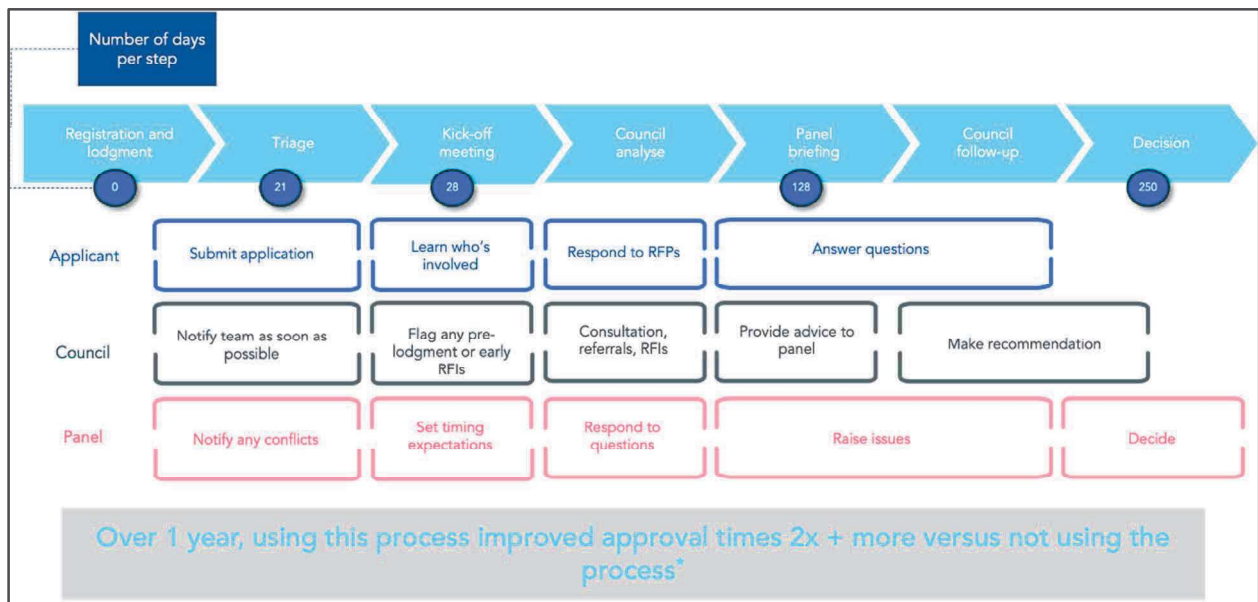
Case Study 1: Worked with a state to speed up development assistance

This state is contending with a housing crisis, as lower to middle income earners become increasingly priced out of housing markets. This state identified inefficient housing approval processes as a potential driver of housing supply and affordability. DA is currently supporting the state and 14 high impact local councils to reduce housing approvals times by 10% by June 2023.

DA has supported the state to set localized targets, use data to identify opportunities for impact, and embed routines to drive implementation. We recently completed a mid-point review to determine the impact of the program so far. It showed:

- That 9 of 14 councils improved their approval times since the program started. All had reductions of 10%, some had reductions over 40%.
- More than 3500 new residential dwellings have been approved since the programs started (residential dwellings only)
- While the majority of councils are seeing improvement, 'no council should be left behind', and more needs to be done to support underperforming councils.

The priority moving forward will be to achieve consistent improvement across all participating councils. This will include the dissemination and application of best practice (sourced from high performing councils) and the use of performance benchmarking to generate healthy competition amongst participating councils.



Process flow for council approval (2023)

Case Study 2: Worked with a nonprofit focused on ending homelessness in the US to identify critical capacity and structural gaps

After successfully getting to functional zero on chronic and veteran homelessness in several cities, this nonprofit was exploring how best to create proof points of success in communities across the US. DA partnered with the

nonprofit to co-create a diagnostic tool for community teams to identify critical capacity and structural gaps that impact a community’s ability to assess, document and track performance towards the zero homelessness target.

Highlights of the process to build the tool included:

- 1:1 interviews with stakeholders: led interviews with individuals who held a deep understanding of the challenges communities were facing in terms of reaching functional zero on homelessness.
- Co-creation sessions: facilitated co-creation sessions to iterate and refine the capacity review tool. The purpose of these sessions was to ensure the review tool captured the key components that communities need to be assessed against to understand the challenges they were facing.
- Testing in two communities: tested the tool with two communities within the nonprofit’s network. The communities emphasized how helpful the tool was in assessing their challenge areas and identifying how to best improve.

Given the success of this tool in the two communities where it was tested, the nonprofit team is planning to roll it out across 80+ communities within their network and to use it to assess capacity to deliver on reaching functional zero on homelessness.

Capacity Review Tool				
Set the foundation to implement	Understand the challenge	Plan for implementation	Secure resources for implementation	Drive implementation
Build cross-sectoral guiding coalition	Collect and evaluate data for affected individuals (disaggregated by name list)	Establish strategies to deliver on the aim	Ensure organizational capacity & culture	Set routines to drive implementation
Define a shared aim that centers equity	Collect and evaluate data for available local housing subsidies	Understand pathway to implementation	Ensure funding	Solve problems early
Build political buy-in	Collect and evaluate data for existing infrastructure and assets (e.g. housing)	Set targets and trajectories	Ensure skills	Communicate progress
Build the accountability structure			Ensure partnerships	

Capacity review tool (2021)

Case Study 3: Supported the city of Los Angeles in implementing the LA ADU Accelerator Program

Operated by the City of Los Angeles, the LA ADU Accelerator Program pairs older adults with homeowners willing to provide a stable home by offering their accessory dwelling units (ADUs) as affordable rentals. In exchange, homeowners receive benefits such as qualified tenant referrals, tenant case management, and stable rental payments. The overarching goal of this program was to prevent homelessness among the older adults who are underserved by local, state, and federal housing programs. Delivery Associates provided strategic planning and ongoing implementation support to the LA team from 2018-2022, including:

- Dedicated coaching to support with planning, problem-solving and performance management
- An academic partnership to lead an independent impact evaluation



- Dedicated creative support to helping LA tell the story of this program’s success

Case Study 4: Worked with a nonprofit to structure implementation

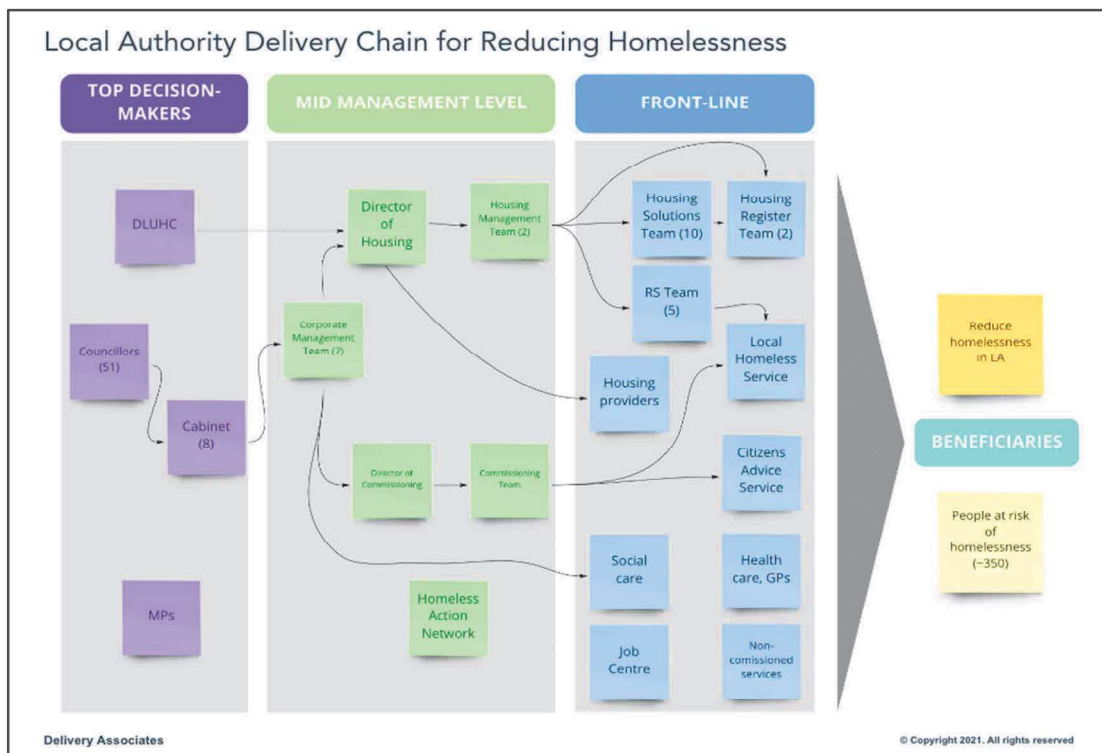
While many regions had the aspiration of ending homelessness, progress was uneven.

Between Q3 2021 and Q1 2022, DA helped the organization structure and enhance their implementation team.

During this engagement DA supported the team in:

- Identifying the complete delivery chain to reduce homelessness using it to diagram challenges and pain points
- Defining aspirations and developing core targets: having a rigorous data system to capture quantitative and qualitative data was essential to assess performance and make mid-course corrections. This included working with the implementation team to (a) develop a low-cost and low-maintenance tracker for local authority Interaction; (b) create delivery plans of how they could work with local authorities; and (c) develop a diagnosis and performance management tool to assess progress
- Partner with local authorities for implementation: working intensely on piloting and scaling up reducing homelessness initiatives where there is evidence of evidence that they have worked. This also included DA leading training sessions for local civil servants, emphasizing the importance of effective delivery and the tools that support that.

As a result of this support, the organization has been working with a government department and five “early adopter” areas to co-design and implement a new framework of what will mean to successfully end homelessness in their country.



Mapping delivery from decisionmakers to people at risk of homelessness (2021)

Case Study 5: Worked with a federal government to assess temporary housing

Delivery Associates partnered with a government to support reconstruction following a hurricane. To support those affected, the Stakeholder Group assisted families to move to a new community. The initial agreements were signed by the occupants for a 10-month period. Almost three years later, the housing provided became inhabitable. A working group composed of officials from the Department of Housing, Reconstruction Agency, other agencies, and Congress jointly developed and executed a plan that resulted in the transition of all families to safe accommodation in October 2022. DA supported this work by carrying out an independent assessment on the current situation and status of the housing. This review highlighted the urgency of relocating residents from the temporary shelters and focusing on providing safe housing. As a result of the assessment, 38 families were relocated to safer housing and the land was cleared to make way for new affordable housing.

Proposed detailed project plan with deliverables & review cadence

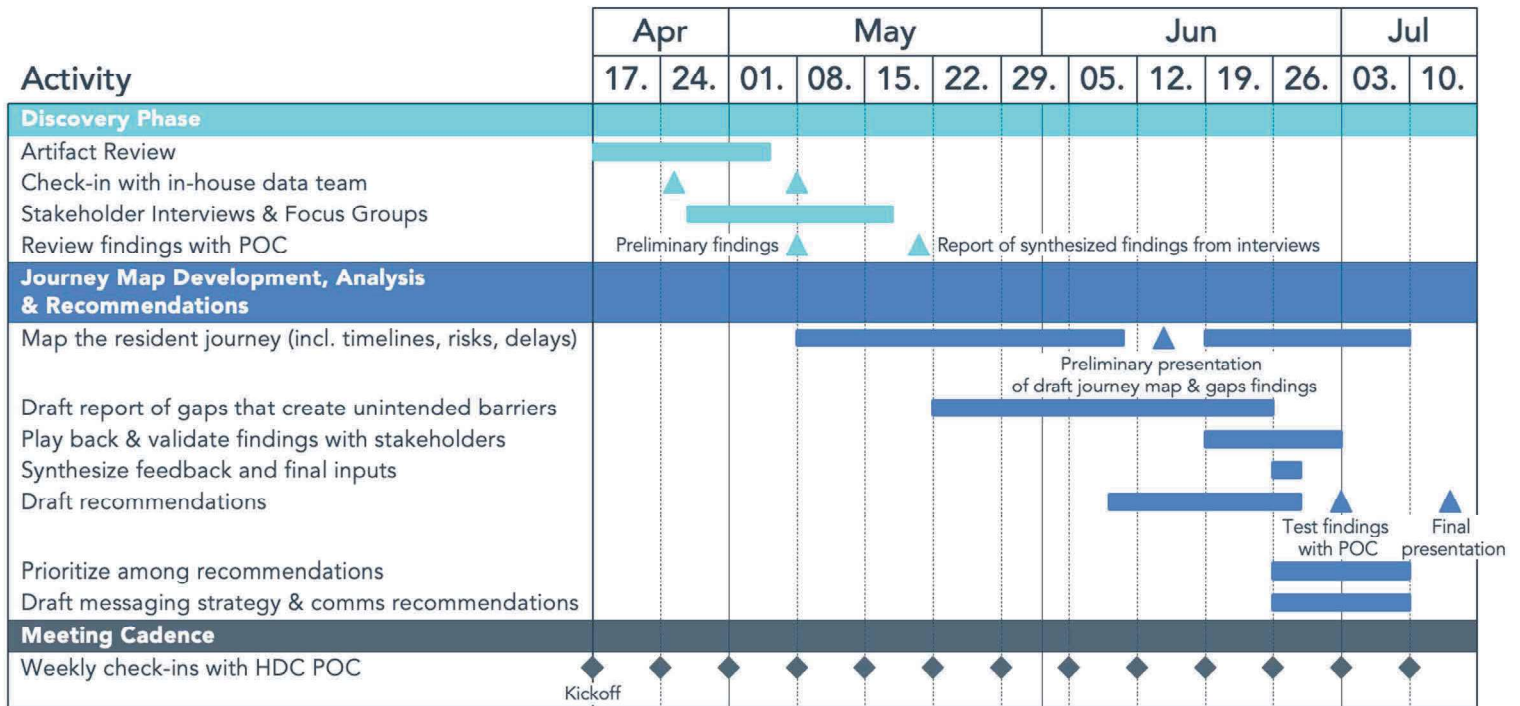


Exhibit 3: Proposed (detailed) timeline of activities

The exhibit above is a more detailed version of the timeline presented in the Project understanding and approach section.

Fee Proposal

We estimate the total cost to undertake all the above work is **\$330,000**. This is an initial recommendation based on our understanding of scope and terms. As always, we will adjust our support and take any input you have to ensure we are meeting your needs.

It breaks down as follows:

Deliverable	Amount
Discovery Phase <ul style="list-style-type: none">● Project kick-off meeting with the Homeless Housing Placements Task Force● Qualitative interview and focus group guides and de-identified notes● Synthesized report of key findings from the discovery phase	\$110,000
Journey Map Development, Analysis, and Recommendations <ul style="list-style-type: none">● Final report with findings, journey map, and recommendations	\$220,000
Total for All Activities, including expenses	\$330,000

Appendix 1: Master Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement is made and entered into as of [insert date] (“**Effective Date**”) between [insert here] (the “**Company**”), and Delivery Associates Ltd, a company incorporated in Delaware with registered address at 815 8th St NE, Washington DC 20002 (“**Provider**”). The parties agree that the Company desires to retain and Provider desires to provide certain professional services relating to strategic planning and consulting advisory services.

1. SERVICES, WORK ORDERS, AND CHANGE ORDERS

1.1 Services. Subject to the terms and conditions of this Agreement and at Company’s request and direction, Provider will perform for Company the services as described in one or more Work Orders (the “Services”).

1.2 Work Orders. The specific details of the Services to be performed will be determined on a per-project basis, and the details for each project will be described in a written work order. Once executed by both parties, each Work Order will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Work Orders. If there is a conflict between the terms of this Agreement and the terms of a Work Order, the terms of this Agreement will control unless the Work Order states that a specific provision of this Agreement will be superseded by a specific provision of the Work Order.

1.3 Change Orders. Unless otherwise specified in a Work Order, Company may reasonably request in writing that revisions be made with respect to the Services or deliverables set forth in that Work Order (each, a “Change Order”). If a Change Order recites revisions that materially increase the scope of the Services or the effort required to deliver deliverables under the applicable Work Order, then within 5 business days after Provider’s receipt of such Change Order, Provider will deliver to Company a written, revised Work Order reflecting Provider’s reasonable determination of the revised Services, deliverables, delivery schedule, and payment schedule, if any, that will apply to the implementation of the revisions. If Company approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Company does not approve the revised Work Order within 5 business days after its receipt by Company, the then-existing Work Order will remain in full force and effect, and Provider will have no further obligation with respect to the applicable Change Order.

2. PERFORMANCE OF SERVICES

2.1 Project Management. For each project, each party will designate a single point of contact within its organization to manage the project described in a Work Order (each, a “Project Leader”). The Project Leaders will meet as necessary to manage the Services to be performed under a Work Order. Disputes will be escalated to more senior executives if the Project Leaders are unable to resolve a problem.

2.2 Performance Standard. Provider will diligently perform the Services in accordance with the applicable Work Order, including any specifications in the Work Order. Provider will use its best efforts to complete the Services. Time is of the essence for the performance of the Services by Provider. If a Work Order specifies a timetable for the delivery of the Services engaged in the Work Order, which timetable may include certain milestones and dates for completion of the milestones and the related Services (the “Timetable”), Provider will adhere to the Timetable.

2.3 Delay. If for any reason Provider fails to deliver the Services in a timely manner including missing a milestone designated on the Timetable, or if Provider reasonably expects such delay, Provider will promptly notify Company of any anticipated or actual delay and will expedite development to ensure that the Services are delivered to Company in a timely manner.

2.4 Termination for Delay. Unless a delay is entirely or partially caused by any default or delay by Company, if Provider is more than 2 weeks late in delivering any Services (measured against the Timetable specified in a Work Order, if any) without prior approval of Company, Provider's failure to meet such delivery requirement will constitute a material breach of this Agreement and, accordingly, Company may terminate this Agreement or relevant Work Order immediately in accordance with Section 3.5.

2.5 Personnel. The Services must be performed in a competent, professional, and workmanlike manner by qualified personnel in accordance with the terms and conditions of this Agreement and the applicable laws (such Services-performing personnel, "Service Personnel").

2.6 Subcontractors. Provider may utilize independent contractors to perform all or part of the Services. Provider will remain solely responsible for the performance of all of the Services that are subcontracted.

2.7 Materials. Except as otherwise specified in a Work Order, Provider will be responsible for and supply all necessary equipment, materials, and other resources required to perform the Services.

2.8 Records and Materials. Provider will, throughout the course of its performance of the Services, keep records (in addition to documentation such as lab notebooks and technical drawings) in reasonable detail with respect to the Services performed (the "Records"). Provider acknowledges and agrees that the Records and all work products created during the performances of the Services are deemed as Confidential Information of Company for the purpose of this Agreement. Any materials provided by Company to Provider are to be used solely to perform the Services. Company will own these materials as well as any derivatives or improvements of these materials developed or derived by Provider (the "Company Materials"). Provider will treat the Company Materials as Company's Confidential Information.

2.9 Participation and Audits. During the term of this Agreement, upon Company's reasonable request, Company may, on an observer's basis, participate in Provider's performance of the Services, including attending site visits together with Provider.

3. ACCEPTANCE OF DELIVERABLES

3.1 Initial Delivery. Provider will notify Company when it believes that it has appropriately completed a deliverable and will deliver the deliverable to Company in the format specified in the applicable Work Order for Company's acceptance in accordance with the terms of this Section 3.

3.2 Inspection and Testing. Each Work Order may specify the applicable specifications and acceptance criteria for the Services requested in the Work Order. After Provider's delivery of each deliverable, Company will inspect the deliverable to verify that it conforms in all material respects to the applicable specifications and test it in accordance with the acceptance criteria, if any, specified in the applicable Work Order.

3.3 Rejection Notice. If Company determines that the deliverable does not conform to the applicable specifications in all material respects or does not pass the applicable acceptance criteria, if any, Company will

promptly notify Provider of its determination in a written notice setting forth a description of the nonconformities exhibited by the deliverable (“Rejection Notice”). A deliverable will be deemed accepted by Company when it delivers a written notice of acceptance to Provider.

3.4 Correction of Nonconformities. After Provider receives a Rejection Notice, the parties will meet and confer to agree in good faith upon the timing schedule by which Provider will perform additional Services to remedy the nonconformities set forth in the Rejection Notice. When Provider remedies the nonconformities, Provider will redeliver the deliverable to Company and Company will again review the deliverable for acceptance or rejection in accordance with this Section 3.

3.5 Remedies. If Company reasonably determines that Provider will be unable to correct all material nonconformities in a deliverable in a reasonable period of time, and if Company elects to accept the nonconforming deliverable, Provider will provide Company with a partial refund that will represent the reduction in value caused by the nonconformity.

3.6 Disclaimer. While the information contained in the deliverables will be prepared in good faith, no representation or warranty, express or implied, is or will be given by Provider as to the accuracy, completeness or fairness of the deliverables and, so far as permitted by law and except in the case of fraud, no responsibility or liability whatsoever is accepted for the accuracy or sufficiency of any of the information contained in the deliverables or for any errors, opinions, omissions or misstatements, negligent or otherwise relating to the deliverables. Company must conduct its own independent investigation and analysis of the information contained in the deliverables and bears all the costs of doing so.

4. THIRD PARTY MATERIALS

4.1 Sublicense from Provider. If a Work Order requires Provider to obtain, for use in connection with the Services or incorporation into an Invention, any material from a third party from whom Provider has been granted an appropriate right of sublicense, then, with prior Company approval, (a) Provider will duly sublicense the third-party materials to Company to the extent necessary for Company to fully utilize the Invention; (b) Provider will grant the sublicense to Company subject to the terms and conditions of any applicable sublicense agreements required by the third party; and (c) the sublicense agreement will be executed by the parties and attached as part of the applicable Work Order.

4.2 Provider’s Obligation to Seek a License. If a Work Order requires Provider to obtain, for use in connection with the Services or incorporation into an Invention, any material from a third party from whom Provider or Company has not acquired the necessary right or license for the use or incorporation, then Provider will: (a) make good faith and diligent efforts to license the third-party material from the third party on Company’s behalf; and (b) forward to Company all communications and invoices received from the third-party by Provider.

4.3 Company’s Obligation to Seek a License. If a Work Order requires Company to obtain, for use in connection with the Services or incorporation into an Invention, any material from a third party from whom Provider or Company has not acquired the necessary right or license for the use or incorporation, then Company will, at its sole expense, acquire the necessary right or license to the third-party material.

5. COMPENSATION

5.1 Fees. Company will compensate Provider for the Services as outlined in the Work Order. The Service Rate will not be subject to any change during the term of this Agreement. Additionally, Company will not reimburse Provider for any costs or expenses (except as set forth in Section 5.3 or otherwise specified in the Work Order and with Company's approval before incurring a specific cost or expense). Provider is responsible for all taxes associated with the performance of the Services and imposed upon the Service Fees.

5.2 Payment. If Services are provided monthly, then Provider will deliver an invoice (including reasonable supporting details describing the nature and amount of Services provided) to Company within 10 days after the end of the month for all Services rendered during that month ("Monthly Invoice"). Company will pay any undisputed amount set forth in such Monthly Invoice no later than 30 days after receipt of Provider's Monthly Invoice.

5.3 Reimbursements for Expenses. With respect to any expense that Provider has incurred in connection with its performance of Services under a Work Order for which Company agrees to reimburse (each, a "Reimbursable Expense"), Provider will include in the applicable Monthly Invoice a description for each such Reimbursable Expense along with a copy of the relevant receipt in PDF.

5.4 Travels. If a Work Order requires the Service Personnel to travel to a site designated by Company, Company will reimburse Provider on a monthly basis for all travel-related costs and expenses incurred by Provider in providing the Services, including for travel, lodging, meals and other actual and necessary expenses.

6. TERM AND TERMINATION

6.1 Term. This Agreement will commence on the Effective Date and will continue until the later of (i) December 31, 2023 and (ii) the completion of all Services. If Company reasonably anticipates that there will likely be extra services to be performed, upon Company's request and with Provider's approval, this Agreement will be extended so that Provider may perform and complete such extra services. Any Work Order in existence as of the date that this Agreement terminates or expires will continue to be effective unless specifically terminated in accordance with the terms of this Agreement or the terms of the Work Order.

6.2 Termination. Either party may terminate this Agreement, in whole or in part, for any reason or for no reason by giving the other party 30-days' prior written notice.

6.3 Termination for Cause. Company may terminate this Agreement, in whole or in part, immediately and without prior notice if Provider refuses to perform the Services. Provider may terminate this Agreement immediately and without prior notice if Company fails to pay any amount due under the Agreement or a particular Work Order on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so. Either party may terminate this Agreement immediately and without prior notice if the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

6.4 Survival. Upon termination, all rights and duties of the parties toward each other cease except that:

(a) Within 30 days of the effective date of termination, Company will pay all amounts owing to Provider for Services or Provider will return to Company any amount paid to Provider as a retainer that is not owed against Services; and

(b) Sections 5, 9, 9, 11, 11, and 122 will survive termination or expiration of this Agreement.

6.5 Return of Materials. Upon the termination of this Agreement, or upon Company's earlier request, Provider will deliver to Company all Company Materials and Confidential Information that are in Provider's possession or control.

7. FORCE MAJEURE

- 7.1 For the purposes of this Agreement, "Force Majeure Event" means an event beyond the reasonable control of Provider, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Provider or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 7.2 Provider shall not be liable to Company as a result of any delay or failure to perform its obligations under this Agreement or any Work Order as a result of a Force Majeure Event.
- 7.3 If the Force Majeure Event prevents Provider from providing any of the Services for more than 14 days, Company shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to Company.

8. CONFIDENTIALITY

8.1 Definition. "Confidential Information" means any non-public, private, proprietary information, trade secrets, and know-how that are provided or disclosed to Provider by Company or its agents. Confidential Information includes information that is defined as "Confidential Information" under any other agreement between the parties. Confidential Information also includes the confidential information of third parties that has been provided to Company. Provider will have no ownership interest in any such Confidential Information whatsoever.

8.2 Exceptions. Confidential Information does not include any information that Provider can demonstrate: (a) was publicly known and made generally available in the public domain before Company disclosed the information to Provider; (b) became publicly known and made generally available, after disclosure to Provider by Company, through no wrongful action or inaction of Provider; (c) was in Provider's possession, without confidentiality restrictions, at the time of disclosure by Company; (d) is made available to Provider by a third party not known by Provider (at the time of such availability) to be subject to a confidentiality obligation in favor of Company; (e) is required by law to be disclosed, through subpoena, judicial or administrative order or otherwise; or (f) was independently developed without use of or reference to the Confidential Information.

8.3 Nondisclosure and Nonuse. Provider will not, during and for five (5) years after the term of this Agreement, disclose the Confidential Information to any third party or publish, use, or disseminate the Confidential Information for any purpose other than the performance of the Services on behalf of Company. Provider will take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information, which precautions will be no less than the precautions that Provider uses to protect and safeguard its own confidential information, including requiring each employee and independent contractor with access to Confidential Information to execute a nondisclosure agreement containing terms that are substantially similar to the terms contained in this Agreement. Provider will not, during and after the term of this Agreement, reverse engineer the Confidential Information.

8.4 Notification regarding Loss of Information. Provider will promptly notify Company in writing if Provider becomes aware of any loss of confidentiality of any portion of Confidential Information. Provider will use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information and to prevent further unauthorized disclosure or loss of any Confidential Information.

8.5 Publication. Provider will not publish or otherwise publicly publish, present, or otherwise disclose any information relating to Provider's performance of the Services without Company's prior written consent, including articles, white papers, presentations, research summaries, course materials, and other publications or information disclosures for academic or other purposes. With respect to such publication or information disclosure that Provider intends to publish or otherwise publicly disclose, Provider will submit a copy to Company at least 30 days prior to the intended publication and disclosure date. Provider will take into consideration any reasonable requests made by Company. However, Provider may, without Company's consent, publish, release, and provide commentary regarding information that has already been published or released.

8.6 Return of Confidential Information. At either the written request of Company, or upon the expiration or termination of this Agreement, Provider will return to Company: (i) all copies of all written Confidential Information which has been provided or disclosed to Provider or obtained by Provider, including, written summaries of any oral Confidential Information provided by Company; and (ii) all copies of memoranda, presentations, analyses, studies, drawings, compilations or other documents prepared by Provider in connection with the Services. Notwithstanding the foregoing, Provider may retain copies of any Confidential Information in routine back-up of electronic data processing systems, or otherwise for archival purposes.

8.7 Injunctive Relief. Provider acknowledges that Company may be irreparably harmed in the event of a breach or a threatened breach of its obligations of confidentiality under this Section 7. Therefore, in addition to termination right provided under Section 6.2, Company will have the right to seek all available remedies, including injunctive and equitable relief.

8.8 Whistleblower Protection; Other Notices. For the avoidance of doubt, Provider understands that pursuant to the federal Defend Trade Secrets Act of 2016, Provider shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Provider further understands that nothing contained in this Agreement limits Provider's ability to (A) communicate with any federal, state or local governmental agency or commission, including to provide documents or other information, without notice to Company, or (B) share compensation information concerning Provider or others, except that this does not permit Provider to disclose compensation information concerning others that Provider obtains because Provider's responsibilities require or allow access to such information.

9. OWNERSHIP

Except as expressly set forth to the contrary in a Work Order, ownership of Inventions and related intellectual property rights will be allocated as follows:

9.1 Inventions. All works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship, or ownership) by Provider in the course of performing the Services, but

excluding Pre-Existing Works (collectively, “Inventions”) will be the sole property of Company. Inventions that constitute copyrightable subject matter will be considered “works made for hire” to the extent permitted under the United States Copyright Act. To the extent that ownership of the Inventions does not by operation of law vest in Company, Provider will assign (or cause to be assigned) and does hereby assign to Company all right, title, and interest in and to the Inventions, including all related intellectual property rights. Provider will promptly disclose all Inventions to Company. If government approval is required to assign an Invention to Company, Provider will, at its expense, use reasonable efforts to obtain the government approval as quickly as possible.

9.2 Pre-Existing Works. If in the course of performing the Services, Provider incorporates into any deliverable or Invention any work of authorship, invention, discovery, improvement, method, process, formula, design, technique, or information that is owned or controlled by Provider before the Effective Date, or developed by Provider independent of this Agreement (including certain patents as set out in Exhibit 1) (each, a “Pre-Existing Work”, together, the “Pre-Existing Work”), such Pre-Existing Works shall remain Provider’s property, and Provider will grant and does now grant to Company a nonexclusive, royalty-free, worldwide license to use such Pre-Existing Work solely as part of or in connection with the applicable deliverable or Invention, provided that Company shall not reproduce, modify or distribute any Pre-Existing Work, or any deliverable containing any Pre-Existing Work, without Provider’s prior written consent.

9.3 Further Assurances. Provider will reasonably assist Company to secure Company’s rights in the Inventions and related intellectual property rights in all countries.

10. PROVIDER’S WARRANTIES

As an inducement to Company entering into and consummating this Agreement, Provider represents, warrants, and covenants as follows:

10.1 Organization Representations; Enforceability. Provider is duly organized, validly existing, and in good standing in the jurisdiction stated in the preamble to this Agreement. The execution and delivery of this Agreement by Provider and the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Provider. This Agreement constitutes a valid and binding obligation of Provider that is enforceable in accordance with its terms.

10.2 No Conflict. The entering into and performance of this Agreement by Provider does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which Provider is a party or by which it or any of Provider’s property is or may become subject or bound. Provider will not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation, or encumbrances that will conflict with the full enjoyment by Company of its rights under this Agreement.

10.3 Right to Make Full Grant. Provider has and will have all requisite ownership, rights, and licenses to fully perform its obligations under this Agreement and to grant to Company all rights with respect to the deliverables and Inventions and related intellectual property rights to be granted under this Agreement, free and clear of any and all agreements, liens, adverse claims, encumbrances, and interests of any person or entity, including Provider’s employees, agents, artists, and contractors and their contractors’ employees, agents, and artists, who have provided, are providing, or will provide Services with respect to the development of the Inventions.

10.4 Third Party Materials and Pre-Existing Works. Provider will not, without Company's prior written consent, incorporate any third party materials or Pre-Existing Works into the Inventions.

10.5 Licenses and Authorizations. Provider has and will maintain throughout the term of this Agreement all licenses, approvals, permits, or authorizations that are required for its performance of the Services.

10.6 Compliance with Laws. Provider is and will remain throughout the term of this Agreement in material compliance with all applicable local, city, state, federal and international laws, rules and regulations, including all environmental, safety and health and employment (including those governing discrimination, harassment and retaliation) laws, rules and regulations.

10.7 Safety. Provider has established adequate safety standards and protocols (including safety standards and protocols provided by Company) and will ensure its Service Personnel comply with such safety standards and protocols in connection with its performance of the Services, including by instructing such Service Personnel to follow such safety standards and protocols; and

10.8 Services. The Services will be performed in a timely, competent, professional, and workmanlike manner by the Service Personnel in accordance with industry standards.

11. INDEMNIFICATION

11.1 Indemnification. Provider will indemnify, defend, and hold harmless Company and its affiliates, and their respective members, directors, officers, employees, consultants, agents, contractors, and customers from and against all taxes, losses, damages, liabilities, judgments, costs, and expenses, including attorneys' fees and other legal expenses, arising from or in connection with any third party claims, suit, or demand with respect to: (a) any negligent, reckless, or intentionally wrongful act of Provider or Provider's employees or agents; (b) any breach by Provider or Provider's employees, contractors, or agents of any of the covenants, warranties, or representations contained in this Agreement; (c) any failure of Provider to perform the Services in accordance with all applicable laws, rules, and regulations; (d) any violation or claimed violation of a third party's rights resulting in whole or in part from Company's use of the work product of Provider or deliverables under this Agreement; or (e) injuries to persons that occur on Provider's premises or premises under Provider's control. Company will indemnify, protect, defend, release, and hold harmless Provider and its affiliates, and their respective members, directors, officers, employees, consultants, agents, contractors, and customers from and against all losses, damages, liabilities, judgments, costs, and expenses, including attorneys' fees and other legal expenses, arising from or in connection with (w) any actions or inactions of Company employees, officers, directors, agents, or independent contractors, in each case, while under Company's direction, supervision or control, including any claims of harassment or discrimination by Service Personnel or subcontractors engaged by Provider; (x) Company's breach of this Agreement; (y) injuries to Service Personnel or subcontractors engaged by Provider that occur on Company's premises or premises under Company's control; or (z) Company's negligent, fraudulent, willful, or reckless performance or non-performance of any of the responsibilities described in the Agreement.

11.2 Intellectual Property Infringement. In the event of any claim concerning the intellectual property rights of a third party that would prevent or limit Company's use of the Inventions, Provider will, in addition to its obligations under Section 11.1, take one of the following actions at its sole expense:

- (a) procure for Company the right to continue use of the Invention or infringing part thereof; or

(b) modify or amend the Invention or infringing part thereof, or replace the Invention or infringing part thereof with another Invention having substantially the same or better capabilities.

12. MISCELLANEOUS

12.1 Services and Information Prior to Effective Date. All Services performed by Provider and all information and other materials disclosed between the parties prior to the Effective Date will be governed by the terms of this Agreement, except where the Services are covered by a separate agreement between Provider and Company.

12.2 Independent Contractor. It is the express intention of the parties that Provider performs the Services as an independent contractor. Without limiting the generality of the foregoing, Provider is not authorized to bind Company to any liability or obligation or to represent that Provider has any authority. Provider will indemnify and hold Company harmless to the extent of any obligation imposed on Company resulting from a determination that Provider is not an independent contractor.

12.3 Limitation of Remedies. EXCEPT FOR BREACHES OF SECTION 7, 9, OR 10, OR PROVIDER'S OBLIGATIONS UNDER SECTION 11, EACH PARTY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION WILL APPLY EVEN IF THE REMEDIES AVAILABLE IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE. IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES PAID TO PROVIDER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD BEFORE THE EVENTS GIVING RISE TO SUCH LIABILITY.

12.4 Insurance. Provider will, throughout the term of this Agreement, maintain workers compensation insurance, an umbrella liability policy, a professional liability policy, and commercial general liability policy, each of which in form and substance reasonably satisfactory to Company and with coverage limits that would be maintained by a prudent party in Provider's industry performing work similar to the Services.

12.5 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of New York, U.S.A. Except as specified in Section 12.6, the parties agree that any action arising out of or in connection with this Agreement will be heard in the federal, state, or local courts in New York County, New York, U.S.A., and each party hereby irrevocably consents to the exclusive jurisdiction and venue of these courts.

12.6 Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement will be settled by binding arbitration in New York, New York under the Rules of the American Arbitration Association by three arbitrators appointed in accordance with such rules. All other disputes (excluding the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm) will be resolved by a court specified in Section 12.4. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement.

12.7 Nonassignment; Subcontractors. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Provider, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

12.8 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section 12.8. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

If to Provider:

Delivery Associates Ltd

815 8th St NE

Washington DC 20002-3675

Attn: Nick Rodriguez

If to Company:

[insert address]

Attn: [insert name]

12.9 Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act and with Company's corporate policies regarding foreign business practices, Provider and its employees and agents will not directly or indirectly make and offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision (including a decision not to act) of an official of any government, including the United States Government, or inducing such a person to use his influence to affect any such governmental act or decision in order to assist Company in obtaining, retaining, or directing any business.

12.10 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

12.11 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.12 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

12.13 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

12.14 Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, except that the NDA will remain in effect in accordance with its terms. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

“COMPANY”

“PROVIDER”

[insert company name]

DELIVERY ASSOCIATES LIMITED

Name: [insert name]

Name:

Title: [insert title]

Title:

Signature:

Signature:

Date:

Date:

Scope of Work (SoW)

Provider: Delivery Associates

Date: [TBD]

Effective From: [TBD]

This Scope of Work dated January 27, 2023 is between [TBD] (“**Company**”) and Delivery Associates Ltd. (“**Provider**”).

1. **DESCRIPTION OF SERVICES**

HDC is seeking a partner for a 90-day process analysis to evaluate and recommend improvements to the homeless housing placement in HDC- and HPD- financed and supported housing, with the ultimate aim of moving residents into permanent housing faster and reducing the risk of returning altogether. You want to move quickly and seek a partner who will help you identify and operationalize recommendations with the urgency required in this work.

Delivery Associates will work with HDC to support this goal through providing four deliverables. These deliverables are:

- Project kick-off meeting with the Homeless Housing Placements Task Force
- Qualitative interview and focus group guides and de-identified notes
- Synthesized report of key findings from the discovery phase
- A comprehensive report inclusive of the following:
 - Summary of findings from the discovery phase
 - Detailed journey map
 - Overview of the gaps and risks that negatively impact the tenant experience
 - Recommendations (10 minimum) with quick wins as well as intermediate and long-term solutions: (1) Reducing the timing required to secure housing placement; (2) Regulatory changes related to housing placement (voucher systems, etc.); (3) Adjustments to staffing models at the Federal, State, and City level; (4) Modifications in program design, systems, and technology
 - Additional recommendations related to messaging strategy and communications plan

● **PROJECT MANAGERS**

Company and Provider will each designate a point of contact who will be responsible for all communication and management for this Scope of Work The following are the project managers for this Work Order:

COMPANY

Name: [TBD]

Title: [TBD]

Provider

Name: John Tully

Title: Associates Director

- **DELIVERY SCHEDULE**

Description of the Services	Expected Completion Date
<ul style="list-style-type: none"> • Synthesized report of key findings from the discovery phase 	May 12th, 2023
<ul style="list-style-type: none"> • Comprehensive report 	July 14th, 2023

- **ACCEPTANCE CRITERIA**

The Partner Project Manager will work closely with the Project Leader, ensuring feedback from Company is incorporated on an ongoing basis in support of scope.

- **PAYMENT SCHEDULE; PAYMENT TERMS**

Provider will invoice Company on the following basis for the above scope.

Item	Estimated fees
Synthesized report of key findings	\$110,000
Comprehensive report	\$220,000

“COMPANY”

TBD

Name: TBD

Title: TBD

Signature:

Date: _____

“Provider”

DELIVERY ASSOCIATES LIMITED

Name: John Tully

Title: Associate Director

Signature:

Date: _____

Appendix 3: Submission of Appendix information (including Doing Business Data Form)

1. Equal Employment

If any, provide a copy of the firm's most recent Employer Information Report EEO-1 and include as Attachment to the Proposal. Please state how many women and minorities work in your firm.

We have never completed an Employer Information Report EEO-1. We are happy to complete one on request prior to starting work.

We are happy to confirm that **37** (62%) women work for Delivery Associates Ltd. We do not currently require our minority colleagues to self-identify. **16** colleagues have, however, voluntarily self-identified as minority.

2. Minority and Women Owned Business Enterprise (MWBE)

HDC is dedicated to furthering the participation of minority and women-owned businesses in its work. All respondents are urged to include in their proposals methods for facilitating the participation in the project of businesses that have been certified by the New York City Department of Small Business Services ("SBS") as women or minority owned. This can take any form a Respondent considers appropriate including, but not limited to, proposals intended to ensure the utilization of certified minority and women-owned businesses as subcontractors or as joint-venture partners. In addition, proposals from minority and women-owned respondents are encouraged

Like HDC, DA is committed to collaborating with minority and women-owned businesses. We recognise the importance of working with MWBEs to ensure we as a team can listen and work authentically with the broad range of residents we support, in particular the most marginalized. These include:

- Women-owned **Nomada Consulting** to support our work to understand the lived experiences of people living with poverty for our work on Economic Mobility work
- Women-owned **Inclusive Economics** leading on design of climate initiatives.

For this specific proposal, we have already committed to partnering with **theNext100**, a startup think tank for and by a new generation of policy leaders who come from historically marginalized communities. They work with members of impacted communities to bring urgently needed policy change and build a more inclusive democracy through their unflinching commitment to quality.

We plan to partner with other local CBOs and other organizations as needed to ensure we are listening authentically to people experiencing homelessness. We commit we will work with you to identify the most appropriate organizations, and to ensure they include MWBEs.

3. New York City Location

a) State whether the firm maintains its headquarters, or other offices, in New York City, and the number of the firm's employees who are employed in New York City.

Delivery Associates is an entirely virtual firm and does not have 'offices'.

Our US registered address is in DC. That address is:

815 8th NE

Washington DC 20002

Our NY State registered address with the New York State Division of Corporations is
156 W 130th St
Unit 1
New York NY 10027

We currently have **twelve** employees employed in New York City.

Describe the firm's commitment to its location in New York City. Since January 1, 2017, has the firm relocated any employees from offices in New York City to locations outside New York City? Does the firm have any plans to relocate any employees or offices outside of New York City in the next two years?

We are committed to our New York City partners and to providing the most effective support we can. This commitment includes:

- supporting New York City projects with New York City based colleagues
- supporting New York City projects with colleagues who are representative of New York City's many communities

We confirm that we have not relocated any employees from offices in New York City to locations outside New York City. We also confirm that we have no plans to relocate any employees or offices outside of New York City in the next two years.

b) Describe the firm's corporate citizenship and commitment to The City of New York, including local procurement of goods and services, development or participation in internship programs or scholarships, corporate philanthropy, specifically in the areas of housing and community development, and policies with regards to the use of women-owned, minority owned and small business enterprises

We enjoy supporting public agencies where they request our services to improve the quality of services they provide to support New York City residents. As part of our corporate citizenship and commitment to The City of New York, we use **local suppliers** for our workshops and other work where we can, including for catering, gift card provision, and transportation. We do not participate in internship programs or scholarships. We also do not engage in corporate philanthropy in any area.

As we note above (1, 2 and 3a above), as DA, we are committed to representing the communities we work with and for in our internal composition. We also recognize the importance of teaming with other organizations who can represent and elevate specific resident groups appropriately. As part of that, DA actively chooses to team with women-owned, minority owned and small business enterprises where we recognize that that support will deepen the impact from our work.

4. **Local Law 34 Compliance**

Please see an updated Doing Business Data Form on the next page