



**Department of  
Education**

**DAVID C. BANKS, *Chancellor***

**REQUEST FOR PROPOSALS**

**RFP No. R1705**

**TITLE: Infrastructure Build-Out Services**

**DUE DATE NO LATER THAN: 1:00 P.M. EST ON JUNE 10<sup>TH</sup>, 2024**

**PROPOSALS MUST BE RECEIVED NO LATER THAN THE ABOVE DUE DATE AND TIME**

**PRE-PROPOSAL CONFERENCE WILL BE HELD ON:**

**May 6<sup>th</sup>, 2024 at 11:00 A.M. EST**

**FOR ADDITIONAL PROCUREMENT INFORMATION SEE:**

**<https://infohub.nyced.org/working-with-the-doe/vendors/open-doe-solicitations/request-for-proposals>**

**This Request for Proposals Solicitation is issued by the Division of Contracts and Purchasing**

**65 Court Street, Room 1201 Brooklyn, NY 11201**

**Vendor Hotline – Phone: 718-935-2300**

**E-mail: [VendorHotline@schools.nyc.gov](mailto:VendorHotline@schools.nyc.gov)**

## REQUEST FOR PROPOSALS (RFP) # R1705

### Table of Contents

<b>SECTION. 1</b>	<b>PROGRAM SUMMARY, BACKGROUND, AND PURPOSE OF THE RFP .....</b>	<b>8</b>
<b>SECTION. 2</b>	<b>MINIMUM QUALIFICATIONS .....</b>	<b>9</b>
<b>SECTION. 3</b>	<b>BACKGROUND AND OVERVIEW .....</b>	<b>11</b>
<b>SECTION. 4</b>	<b>SCOPE OF SERVICES .....</b>	<b>13</b>
<b>SECTION. 5</b>	<b>REQUIREMENTS .....</b>	<b>53</b>
<b>SECTION. 6</b>	<b>PROPOSAL REQUIREMENTS .....</b>	<b>56</b>
<b>SECTION. 7</b>	<b>PROPOSAL EVALUATION PROCESS AND PROCEDURE.....</b>	<b>59</b>
<b>SECTION. 8</b>	<b>PROPOSAL PACKAGE FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>62</b>
<b>SECTION. 9</b>	<b>REQUEST FOR PROPOSALS TIMETABLE AND GENERAL INFORMATION.....</b>	<b>65</b>
<b>SECTION. 10</b>	<b>SUBCONTRACTING REQUIREMENT .....</b>	<b>73</b>
<b>SECTION. 11</b>	<b>CONTRACT TERM.....</b>	<b>73</b>
<b>SECTION. 12</b>	<b>TYPE OF CONTRACT.....</b>	<b>73</b>
<b>SECTION. 13</b>	<b>COST OF LIVING INCREASES .....</b>	<b>74</b>
<b>SECTION. 14</b>	<b>END-USER LICENSE AGREEMENT.....</b>	<b>74</b>
<b>SECTION. 15</b>	<b>PROPOSER CHECKLIST .....</b>	<b>74</b>
<b>SECTION. 16</b>	<b>PROPOSAL PROCESS REPORTING.....</b>	<b>75</b>
<b>SECTION. 17</b>	<b>NOTICE TO ALL PROSPECTIVE CONTRACTORS ABOUT PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES .....</b>	<b>75</b>
<b>SECTION. 18</b>	<b>STANDARD DATA PRIVACY AND SECURITY TERMS AND CONDITIONS .....</b>	<b>82</b>
	<b>APPENDIX A1: NO PROPOSAL RESPONSE FORM.....</b>	<b>84</b>
	<b>APPENDIX A2: INSURANCE.....</b>	<b>85</b>
	<b>APPENDIX A3: PRICE CERTIFICATION CLAUSE (REVISED 11/13/78).....</b>	<b>93</b>
	<b>APPENDIX A4: MINORITY AND WOMEN OWNED BUSINESS ENTITIES PARTICIPATION.....</b>	<b>94</b>
	<b>APPENDIX A5: APPLICATION FOR AUTHORITY IN NYS.....</b>	<b>95</b>
	<b>APPENDIX B: TERMS AND CONDITIONS .....</b>	<b>96</b>
	<b>APPENDIX C: SAMPLE WORK ORDER.....</b>	<b>122</b>
	<b>APPENDIX D: SAMPLE INVOICE FORM.....</b>	<b>124</b>

<b>APPENDICES</b>	<b>ATTACHED SEPARATELY</b>
APPENDIX E1	PROPOSAL FORM
APPENDIX E2:	PROGRAM PLAN / NARRATIVE FORM
APPENDIX F:	PRICING FORM
APPENDIX G	DOE NON-DISCLOSURE AGREEMENT
APPENDIX H	INFORMATION SECURITY REQUIREMENTS FOR VENDORS
APPENDIX I	DIIT Network Standards
APPENDIX J	DOE School List and Project Supporting Stats
APPENDIX K	DOING BUSINESS DATA FORM

APPENDIX L	RESOURCES FOR VENDORS
APPENDIX M	Frequently Asked Questions
ATTACHMENT A	WHISTLEBLOWER PROTECTION EXPANSION ACT POSTER
ATTACHMENT B	SCHEDULE B – M/WBE PARTICIPATION GOALS
ATTACHMENT C	SCHEDULE B – M/WBE Utilization Plan Instructions

**FOR THE PURPOSES OF THIS DOCUMENT THE TERM “RFP” IS USED TO DEFINE THE METHOD OF SOLICITATION USED.**

**THE TERMS “WE,” “US,” OR “OUR” SHALL MEAN THE NEW YORK CITY DEPARTMENT OF EDUCATION (NYCDOE), AND “VENDOR” OR “PROPOSER” OR “YOU” OR “YOUR” SHALL MEAN THE ENTITY SUBMITTING THE PROPOSAL TO THE NYCDOE.**

**ALTHOUGH THIS AGENCY IS BEING REFERRED TO AS THE NYCDOE, FOR CONTRACT AND INSURANCE PURPOSES, THE AGENCY IS STILL THE BOARD OF EDUCATION AND THEREFORE THE CONTRACTS AND INSURANCE CERTIFICATES MUST STILL REFERENCE THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK.**

**[NO FURTHER TEXT ON THIS PAGE]**

## DEFINITIONS OF KEY TERMS USED IN THIS RFP

Term	Definition
Abatement	The process for testing for asbestos
"Affiliate" (with or without capitalization)	With respect to a Party, any Person, directly or indirectly Controlling, Controlled by or under common Control with, such Party.
As Built Documentation	The documents that set out the installed technology infrastructure in a building.
Agency	For the purposes of this RFP, it refers to the NYCDOE and for contract and insurance purposes the Agency shall be stated as the Board of Education of the City School District of the City of New York.
Asset Tag	A sticker or etching on each Device, stating "Property of the NYC Dept. of Education"
Board, Board of Education, Department, Department of Education (DOE), New York City Department of Education (NYCDOE)	These terms are used interchangeably for the Board of Education of the City School District of the City of New York, its agents, employees, designees, etc. as the case may be.
Business Day	Monday through Friday except for Federal holidays
Cabling	The installation of CAT6, fiber and video cabling for Data, Voice and IPDVS services
City, NYC	The City of New York
Conduit	The installation of piping for purposes of installing Internet/Data service from a telecommunication vendor coming into the building or to facilitate copper or fiber cabling from MDF to IDF(s)
Configure	Install and test all drivers, protocols, security settings, browser settings, network settings, applications, and any scripts or software necessary to ensure that a Device is operating as required by DOE standards
Conflicts of Interest Rules and Policies	Means (i) any rules or policies adopted by the DOE or the City of New York related to conflicts of interest, including, without limitation, the Chancellor's Regulations on conflicts of interest C-110 and the New York City Charter provisions on conflicts of interest, (ii) the provisions of the E-rate Program Rules governing conflicts of interest, including 47 C.F.R. § 54.503, (iii) FCC decisions addressing the E-Rate Program Rules governing conflicts of interest, and (iv) the obligations identified in paragraphs 85-92 of the Commission's Sixth Report and Order (see Schools & Libraries Universal Serv. Support Mechanism, Sixth Report and Order, 25 FCC Rcd. 18,762, 18,798-803 ¶¶ 85-92 (2010))
Contractor	the company or entity submitting an offer to supply DOE with goods and/or services in response to this solicitation, which, if selected for award, is obligated to furnish goods and/or services in accordance with all the terms and conditions of the Agreement. The words "Vendor," "Contractor," Vendor ", "Proposer," "Provider," "Service Provider," and "Supplier" are used interchangeably
"Control" (with or without capitalization)	The possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person (such as, but not limited to, a Bidder, the

and including the terms “controlling,” “controlled by” and “under common control”)	Contractor, a Contractor’s employee, an Affiliate and/or a Subcontractor), whether through the ownership of voting securities, by contract or credit agreement, as trustee or executor, and other forms of influence such as legal, political, financial, or otherwise.
CPO	The DOE’s Chief Procurement Officer
Data/Voice	The installation of CAT6 cabling for Data and Voice services
Device	a server, router, switch, firewall, wireless access point or any other piece of hardware purchased by DOE that the Contractor will integrate into a DOE network
DCP	The DOE’s Division of Contracts and Purchasing
DIIT	DOE’s Division of Information and Instructional Technology
DOE	The New York City Department of Education, alternatively the Board of Education of the City School District of the City of New York, its agents, employees, designees, etc. as the case may be. Although this agency is being referred to as DOE, for contract and insurance purposes, the agency is still the Board of Education.
DOE Project Manager	The individual selected by DOE to be the single point of contact for the Contractor for meetings and reporting requirements and problem resolution.
EHI Testing	Environmental Health Inspection Testing of area where drilling will take place to verify the existence of Asbestos, lead and vermiculite.
Electrical	This is the installation of CAT6 cabling, and Wireless Antenna
E-Rate Program or E-Rate	The federal Schools and Libraries Universal Service Support Program administered by the Universal Service Administrative Company, subject to the oversight of the FCC
E-Rate Program Rules	All rules and requirements applicable to the E-rate Program, including 47 U.S.C. § 254, orders, rules, and policies adopted by the FCC, guidance provided by USAC, as well as any instructions, notices, and certifications in the E-rate Program forms, currently in force and as amended in the future
FAMIS	Financial Accounting Management Information System – DOE’s online system through which users select, purchase, and pay for products, a system designed to link all financial accounting transactions, from budget initiation to procurement and payment of final invoices
FCC or Commission	The Federal Communications Commission
Fiber	The installation of OM4 50/125- $\mu$ multi-mode fiber optic cable main distribution frame (MDF room) to intermediate distribution frame (IDF closets).
Firewall Integration	These are schools that will require Installation/Integration of a new firewall
Fiscal Year	The period from July 1 through June 30 is the Fiscal Year (FY) for the Department of Education. For example, FY 2025 means July 1, 2024, through June 30, 2025.
Funding Year	The period July 1 through June 30 as provided in the Commission’s rules at 47 C.F.R §54.507(b). For example, Funding Year 2025 means July 1, 2025, through June 30, 2026.
GPR Testing	Ground Penetrating Radar uses radar pulses to image the substrate where reflected waves can help identify Objects encapsulated beneath the surface, variations in

	material, voids, etc. This is used to help identify buried conduits, pipes, Rebar, etc., that may be in the concrete slab. Normally used when through floor penetrations are required.
IDF	Intermediate Distribution Frame – a cable rack that interconnects and manages the wiring between itself and end-user devices.
Integration	The staging, configuration and installation of network infrastructure and video surveillance equipment.
IPDVS	Internet Protocol Digital Video Surveillance - The ongoing Internet Protocol Digital Video Surveillance (IPDVS) Program was initiated in 2005. As of February 1, 2022, IPDVS has been successfully implemented in 789 buildings serving 1,031 DOE schools with 34,220 cameras online.
MDF	Main Distribution Frame – a cable rack that interconnects and manages the wiring between itself and any number of IDFs.
M/WBE	Minority/Women-owned Business Enterprises
“Party” and “Parties” (with or without capitalization)	Each or both, respectively, of the Board and the Contractor.
Person (with or without capitalization)	Any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, sole proprietorship, governmental organization or agency, political subdivision, body politic, or other legal person or entity of any kind.
PII	Personally Identifiable Information
PMO	The DOE Program Management Office
POC	Point of Contact
POD	Proof of Delivery
Prevailing Wage	Prevailing wage is the wage and benefit rate set by law for each trade or occupation for employees of contractors performing public works projects and building service work for government agencies. Prevailing wage rates for construction, replacement, maintenance or repair work on New York City public works projects are contained in the Comptroller’s Labor Law 220 schedules.  <a href="http://comptroller.nyc.gov/general-information/prevailing-wage/">http://comptroller.nyc.gov/general-information/prevailing-wage/</a>
Program Binder	the document to be jointly developed by the Contractor and DOE which outlines services to be offered, the resources to be used, roles and responsibilities of the resources used, the manner in which services are to be provided, records of work performed, descriptions of acceptance qualifications, quality assurance procedures, and other reporting/reviewing guidelines and documentation that is agreed to by the Contractor and DOE
Project	the work contemplated under this solicitation for a specific site
Project Manager	the single individual employed by the Contractor to oversee deliverables and maintain control over the performance of Contractor team members and other participants in a given Project

Proposer, Contractor, or Vendor, you, your	The firm, corporation, or entity submitting a proposal to provide the Board with the goods and/or services specified herein and who, if awarded a contract, is obligated to provide such goods and/or services in accordance with all the terms and conditions of the contract.
Quote	A document provided by Contractor upon request for goods or service which clearly states the current price and applicable discounts for services in accordance with the terms and conditions of this agreement
RFP (Request for Proposals)	Used to define the method of solicitation used.
SCA	the New York City School Construction Authority
SPAC	Service Provider Annual Certification form (FCC Form 473), which must be filed annually by the service provider to certify that the service provider will follow program rules and guidelines. This form must be filed before USAC will pay invoices.
SPIN	Service Provider Identification Number, a unique nine-digit number assigned to vendors by USAC after the vendor files the FCC Form 498, requesting the number. For more information, see <a href="http://www.usac.org/sl/service-providers/step01/default.aspx">http://www.usac.org/sl/service-providers/step01/default.aspx</a> .
SSID	Service Set Identifier, a 32-character sequence that uniquely identifies a wireless LAN
Staff (with or without capitalization)	Any and all of a vendor's, or its subcontractors' (if any), employees, officers, directors, members, partners, agents, or consultants.
"Subcontractor" (with or without capitalization)	Any Person other than the Contractor who provides, furnishes, supplies, delivers and/or otherwise gives services to the Board pursuant to an agreement with the Contractor. Any Contractor's Affiliate that provides Services to the Board pursuant to such an agreement shall be deemed a Subcontractor.
USAC	The Universal Service Administrative Company
Wireless Access Point Integration	These are schools that will require testing of cables to meet Wireless speed specification and Installation/Integration of a Wireless Access Point and antenna in classrooms or common areas.
Wireless Cabling	This is the installation of CAT6 cabling, and Wireless Antenna
Wireless Integration	Schools will require Installation/Integration of a Wireless network
Work Period	the time during which storage, delivery, setup, and other work for the Project will be undertaken and completed

**[NO FURTHER TEXT ON THIS PAGE]**

**COMPONENT INFORMATION PAGE**

**To All Proposers:**

This procurement contains four (4) service components. Vendors must submit proposals for all of the following components:

- **Component 1: Cabling/Electrical Services**
- **Component 2: Network Infrastructure & IPDVS Installation and Integration**
- **Component 3: IPDVS Break-Fix and Maintenance**
- **Component 4: A/C Installation/Maintenance in MDF/IDF**

VENDORS MUST SUBMIT A **FULL PROGRAM PLAN (Appendix E2)** FOR ALL SERVICE COMPONENT TO BE CONSIDERED(SEE **SECTION 4**).

**[NO FURTHER TEXT ON THIS PAGE]**



**SECTION. 1 PROGRAM SUMMARY, BACKGROUND, AND PURPOSE OF THE RFP****PROGRAM SUMMARY**

The New York City Department of Education (NYCDOE) on behalf of the Division of Instructional and Information Technology is seeking proposals from organizations experienced and capable in assisting with the refreshing and updating of data networks at schools and central offices throughout New York City. The goal is to provide support to schools, networks and the NYCDOE as needed and as appropriate to support the implementation of infrastructure improvements as per the DOE Networking Standards, taking delivery of equipment and materials, and managing the actual deployment and network integration of the equipment at a given site.

DOE currently operates approximately 1800+ schools and administrative offices. Work may take place at any of these sites. DOE expects to award a requirements agreement to a single Contractor over all boroughs, which will provide a full range of network integration services as needed.

This Request for Proposal (RFP) may result in one (1) requirements contract agreement. The awarded contract will be for a term of five (5.5) years. The NYCDOE reserves the unilateral option to extend the contract for two (2) additional three-year periods. It is anticipated that services will commence on or about July 1, 2025 (“Commencement Date”) and will run through December 31st of the fifth year following the Commencement Date (the “Initial Term”), unless extended or terminated earlier in accordance with this Agreement..

**BACKGROUND AND PURPOSE OF THE REQUEST FOR PROPOSALS**

The DOE is seeking proposals from contractors able to perform IT integration services. The DOE will select qualified Contractors to assist with the refreshing and updating of data networks and digital video camera installations at schools and central offices in each borough of New York City, as well as two data centers managed by the NYCDOE. The awarded contractors will assist in the various aspects of DOE’s technology infrastructure build-outs. DOE intends to establish one non-exclusive, requirements contracts with the contract holder able to provide services related to internal connectivity, component installations and integration, technical services management, detail technical documentation of all work scopes for the network and/or equipment installed in DOE facilities. Work will also include surveying sites, preparing network designs, specifying equipment according to the DOE Standards, proposing possible options and any required infrastructure improvement such as air conditioning units, and managing that work. Vendor(s) contracted through this RFP will be responsible for integration and installation of hardware acquired by DOE through other DOE contracts, with contractors only advising and recommending equipment which may optimize the installed network configurations after site survey is conducted but never directly purchasing the equipment on behalf of the DOE.

**M/WBE SCORING PREFERENCE**

The DOE’s Procurement Policy and Procedures (PPP), Section 3-03, has been amended to allow quantitative preferences to be applied to City and State-certified M/WBEs proposers.

Pursuant to Section 3-03(i)(6) of the PPP, except where the DOE’s Chief Procurement Officer (“CPO”) has approved an exception for a particular procurement or type of procurement for the purchase of goods, and standard and professional services except for construction-related consulting services, proposals submitted by City-Certified M/WBEs or State-Certified M/WBEs must be provided one of the quantitative preferences, as determined by the CPO.

For State M/WBE certification, vendors should visit the New York State Contract System at <https://ny.newnycontracts.com/>.

For City M/WBE certification, vendors should visit the NYC Small Business Services (SBS) website at <https://www1.nyc.gov/nycbusiness/description/minority-and-womenowned-business-enterprise-certification-program-mwbe>.

Pursuant to Section 3-03(i)(6), the NYCDOE CPO approved and issued an exception to the M/WBE preferences set forth in the NYCDOE procurement policy for this procurement. While there is no price preference for M/WBE City-certified and State-certified vendors, the evaluation criteria includes 5 points for M/WBE vendors certified in any city or state.

## THE EVALUATION CRITERIA IS SET FORTH IN SECTION 7 – PROPOSAL EVALUATION PROCESS AND PROCEDURE

### SECTION. 2 MINIMUM QUALIFICATIONS

All proposals received on or before the proposal due date and time and at the location specified in the Request for Proposals, will be evaluated to determine whether or not they meet the following Minimum Qualifications. Contractors submitting the proposal must meet **all** minimum qualifications as stated herein. Proposals that fail to meet **all** minimum qualifications **will not** be considered.

#### Experience

Proposer(s) may be a for-profit or not-for-profit institution. Individuals are not eligible to submit proposals for this RFP.

Proposer(s) must have a minimum of five (5) years of successful experience in providing the services or for projects of a similar nature and scope as those required in this RFP; preferably in an urban setting, to a large, socioeconomically and culturally diverse school system(s) and/or related educational organization(s).

If more than one business entity is proposing (e.g. a joint venture), at least one of the entities can demonstrate the experience described in the paragraph above.

Proposer(s) must provide three (3) letters of reference, with their contact information, from schools, school systems, and/or related educational organization(s) for projects or services of a similar nature and scope as required in this RFP. Each reference must state the dates, locations, description of the services provided and any outcomes or results.

The contractor must have a physical presence and a warehouse located within a 60-mile radius of New York City, or upon award of a contract, be willing to establish a physical presence in the vicinity within six-months of the award date in order to receive and store equipment for the DOE in relation to these contracted services. The scopes of services and required timeline for completion described herein require ongoing physical presence at the various school/facility sites.

Proposer(s) must provide the completed Schedule B – M/WBE Participation Goals (Attachment B). Please refer to RFP Section 17 – Participation By Minority-Owned and Women-Owned Business Enterprises in City Procurement for more information.

Licenses, etc.

All required licenses, certificates and permits must be valid at the time of contract award and for the duration of the contract.

#### E-Rate Eligibility

The successful contractor must not only be able and willing to participate fully in the E-rate Program, but shall be required to fully comply with all E-rate Program Rules.

Provide evidence of current participation, or recent application to participate, in the E-rate Program. A subcontractor's participation in E-rate is not sufficient. Include the current:

Valid USAC SPIN;

Copies of SPAC for funding year 2025 and FCC Form 498-Service Provider Information Form.

Statement that contractor and subcontractors, as applicable, are not currently in "Red Light Status" with the FCC

Contractor must be able to provide detailed project quotes with indicated 'split cost' between the DOE and USAC prior to work authorization for each individual system implementation. The contractor must submit separate pricing for "eligible services" and "ineligible services," as defined by the E-rate Program Rules. The contractor must agree to submit a 'split bill' upon acceptance of work completion: one invoice to the DOE for its non-discounted share of E-rate eligible services and non-eligible items, and an FCC Form 474, Service Provider Invoice ("SPI"), to USAC to request payment for the remainder of cost (or any other form made necessary by the E-rate Program in the future). Contractor must have ability to provide invoices that are itemized to detail services on a per school basis (allocated to the corresponding funding request numbers) for all schools that have received such services. Provide response and one sample of split bill, with redaction of any sensitive information as evidence.

Due to the funding nature of certain technology projects and services, a contractor may be required to float project costs from approximately thirty to fifty Million dollars (\$30,000,000 to \$50,000,000) at the Department for up to ninety (90) days from date of invoice. In the case of implementation projects eligible for E-rate discounts, the final approval(s) for execution of project(s) may be dependent upon the DOE's receipt of its E-rate Funding Commitment Decision Letter (FCDL). If the FCDL is late within a program year, the contractor is then expected to complete the project(s) within a much-accelerated timeframe(s) to meet mandated deadlines once the FCDL is approved. To this end, preliminary planning shall proceed prior to the DOE's receipt of the E-rate FCDL, and at the sole discretion of the DOE.

#### References

References are included from at least three (3) organizations where the Contractor provided similar services. NOTE - Include contact information (name, phone, e-mail, title, company, nature of relationship) and verify that it is current before submitting proposals.

#### Revenues

Company revenues have been at least:

- \$500M annually for the past 3 years if the contractor is to provide services.

Contractors must be financially stable and able to substantiate any submitted financial statements. Examples of financial statements that may be requested include, but are not limited to: balance

sheets, income statements, and statements of earnings and/or letters of credit from financial institutions.

Untrue statements

Any untrue statement or declaration in a proposal that is found to be untrue, or which is deemed unsatisfactory to DOE, will be sufficient cause for rejecting the proposal.

**SECTION. 3 BACKGROUND AND OVERVIEW**

**Purpose of the Solicitation**

The DOE is seeking proposals from contractors able to perform IT integration services. The DOE will select qualified Contractors to assist with the refreshing and updating of data networks and digital video camera installations at schools and central offices in each borough of New York City, along with its two (2) Data Centers. The awarded contractors will assist in the various aspects of DOE’s technology infrastructure build-outs. DOE intends to establish one non-exclusive, requirements contracts with the contract holder able to provide services related to internal connectivity, component installations and integration, technical services management, detail technical documentation of all work scopes for the network and/or equipment installed in DOE facilities. Work will also include surveying sites, preparing network designs, specifying equipment according to the DOE Standards, proposing possible options and any required infrastructure improvement such as air conditioning units, and managing that work. Vendor(s) contracted through this RFP will be responsible for integration and installation of hardware acquired by DOE through other DOE contracts, with contractors only advising and recommending equipment which may optimize the installed network configurations after site survey is conducted but never directly purchasing the equipment on behalf of the DOE.

**Current DOE Network Environment**

Current DOE networks generally support a mix of desktop and/or laptop computers, but tablets, mobile devices, and non-computer devices such as smart boards are increasingly included. While individual schools vary greatly in size, their LANS / WANS will use similar devices (IDF switches, MDF switches, routers, firewalls, etc.) although the number of these components may vary. These networks provide e-mail, administrative and instructional applications for both wired and wireless devices. Administrative networks are typically wired and are kept in separate virtual LANs from instructional networks.

The DOE network comprises several key components that have evolved over time. A standard set of network equipment, including switches, routers, servers, firewalls, digital cameras, wireless access points and other IOT devices deployed throughout the DOE’s approximately 1,350 school buildings which are inclusive of approximately 1,800 individual school organizations sharing space in some instances, data centers and administrative offices. In every case, the equipment choices made have been based on product line features that best serve the needs of DOE users. Product lines from Cisco, Lenovo, Dell, AXIS, and Genetec dominate the existing network infrastructure. However, the rapid pace of technological change requires the DOE to constantly investigate new contractors and new product lines as user needs evolve.

Table A summarizes the network equipment that is currently deployed at the DOE and projections:

Table A.

Current Network Equipment Deployed in DOE and Projections
---

Type of Equipment	Current #	Estimated Equipment To Be Installed Over Next 5 Years
School-based Network Servers	1,943	2,000
Routers	1,178	2,000 – 2,800
Firewalls	1,018	1,350
Core Switches at School	1,439	1,000 – 1,350
Edge Switches at School	14,578	15,000 – 20,000
School Based Wireless LAN Controllers	501	0
Centralized Wireless LAN Controllers	10	0
Access Points	84,963	80,000 – 100,000+
Wireless Access Management	0	1350
IPDVS Server	1,035	1350
IPDVS IP Camera	15,518	30,000 to 35,000
Cybershift Clock	1,603	1,500 to 3,000
Safer Access Systems	100	1,300
AC in MDF's	1,350	1,450

### Estimated Project Volume, Work Sites

#### Build-out/Refresh Estimates

The estimated quantities of integration services to be conducted and completed in school facilities range from one hundred (100) to as many as three hundred and fifty (350) school buildings for any given year starting July 1 of each respective year. Because of the decentralized nature of DOE purchasing, and because Projects are undertaken based on funding and resource availability, DOE is unable to provide forecasts regarding the number, size, or locations of Projects until funding has been allocated at the beginning of each fiscal year. The tables below and any estimated and past quantities or expenditures provided in this solicitation are for informational purposes only. They are not binding on DOE in any way. DOE makes no commitment to undertake a minimum or maximum number of Projects or to guarantee a minimum amount of spending or work for any Contractor in any year.

For the past five (5) fiscal years, as reflected in Table B, the distribution of network refresh projects across the City has been as follows:

Table B.

Historic Network Refresh Projects Across DOE – Fiscal Year (FY) 2020-2024					
Borough	FY20	FY21	FY22	FY23	FY24*
Manhattan	21	13	45	70	35
Bronx	27	38	53	57	60
Brooklyn	53	32	72	144	56
Queens	50	34	75	67	70
Staten Island	7	20	18	13	11
Total	158	137	263	351	232

### Work Sites

Purchases of equipment can be made by any school or central office at any time during the year, which in most cases are unrelated to the larger network update/refresh projects. The Contractor awarded will be responsible for providing the service for all schools or DOE offices, regardless of their location throughout the five boroughs.

### DOE Contact

After Contract award, the DOE Division of Instructional Information and Technology (DIIT) office, will act as the DOE contract manager. At time of award a person will be assigned to manage the contract.

**IF THE SUBMITTED PROPOSAL DOES NOT CLEARLY EXHIBIT ALL OF THE ABOVE, THEN THE PROPOSAL WILL NOT BE FURTHER EVALUATED.**

**IN APPENDIX E1 – PROPOSAL FORM, VENDORS MUST PROVIDE THE RESPONSE TO EACH MINIMUM QUALIFICATION NEXT TO ITS CORRESPONDING SUBSECTION NUMBER.**

**Further to 2 above:** Proposers may join other organizations to submit a proposal. In the event a proposer submits a proposal and is awarded a contract on behalf of a group of organizations, the contract would be between the NYCDOE and the proposer. Those other participating organizations are designated subcontractors. Payment would be made to the awarded vendor only, and in turn the awarded vendor would be responsible for payment to their subcontractors (e.g., the other participating organizations), as well as for their compliance with all the terms and conditions of the contract.

### SECTION. 4 SCOPE OF SERVICES

The successful proposer or their subs who they will be managing, will be required to perform **all** the deliverables described herein for all components. Proposals for portions of any of the components below **will not** be accepted.

#### **Tech Refresh for School Networks**

The Contractor agrees to provide a full range of cabling and system integration services. These services will be deployed at sites identified by DIIT. A large portion of the sites are selected in the months leading up to July 1 while a smaller portion is selected throughout the year. Potential sites include but are not limited to existing schools, leased facilities and administrative offices. Each of the 1300+ school buildings in the DOE presents its own, unique environment. Appendix J, "DOE School List and Project Supporting Site" provides a list of current school buildings and the number of Wireless Access Points and cameras in the building.

Work at these school buildings can fall into one or multiple categories: cabling and device integration, IPDVS, technology services may also include facility electrifications, A/C installation and maintenance, and construction as needed and related to the technology infrastructure work scope.

A separate *Services Pricing* tab is available for the integration work and Maintenance Break-fix tasks to support IPDVS video camera system in the Pricing Form; Contractors are expected to fill this tab completely. Use the DOE estimates for each unit of measured indicated (per building, per

drop, per 100 ft. of conduit, etc.) to provide a unit cost for each line item in sections A and B, and cameras

### COMPONENT 1: Cabling/Electric Services

The Contractor is required to provide pricing for all different cabling scenarios, based on different types of work. These categories are defined in the Pricing Form's Services Tab - Cabling Pricing. Note that the price of the hardware is not included in the integration cost.

Payments to contractors will be based on each task, based on the pricing sheet.

#### Cabling Work Guidelines

All Cabling work will be done during the evening hours from 5PM to 5AM;

All cabling prices are based on current Prevailing Wage guidelines and current material cost;

The wire used will be 4-pair, Unshielded Twisted Pair (UTP), Category-6 EIA/TIA cable with legible color coding of conductors;

The cost includes the cost for getting the permits needed for the work to be done at the schools;

The cabling pricing methodology is based on the number of classrooms within a school. The prices are inclusive of the horizontal, riser backbone cabling, patch panels, raceway, faceplates, testing and certification and lockbox for voice drop;

Average cable length 220'

All cabling must be installed in Wiremold metal raceway, 40' of raceway per drop is included;

The MDF and IDF are pre-existing for the retrofit building, full wireless, and retrofit wireless cabling scope

The MDF and IDFs are new for full building cabling scope

Price does not include coring. If coring is needed, DOE will outsource to SCA.

Lock boxes installed and cable running through lock box protected in raceway.

Cable in Hallway needs to be run in raceway (typically V3000) usually the entire length of the hallway and in most cases on BOTH sides of the hallway.

Cabling raceway fill ratio is equal to forty (40) % maximum unless specifically approved by Project Manager.

Cabled run in basements and boiler rooms etc. are run in conduits for protection.

Cable risers need to be installed, typically in 3" conduits connecting floors.

Schools have multiple floors (3 on average).

Pull Boxes are installed on all floors sized to allow cable support in boxes between floors

Raceway supported using straps instead of back clamps.

Standardized bill of materials across all installations

MDF's racks bolted to floor and supported at top with ladder racking to provide rack stabilization.

Walls and floors around the sleeves or conduits must be tightly sealed using fire-stopping materials to prevent infiltration of smoke and flame from adjacent space, and watertight between floors to prevent water leaks to spaces below.

Ground BUSS bars installed in each MDF and IDF and tied together with #6 stranded green wire ground. BUSS bars tied to building steel and tied to building ground. All racks, ladder racking, raceway, conduits, and pull boxes are bonded together.

Riser cabling and terminations must conform to DIIT standards, as described below:

Riser cabling for data consists of 24 strands of 50/125- $\mu$  multi-mode fiber optic cable (OM4 for all fiber runs), running from the main telecommunications room or MDF to each intermediate telecommunications room or IDF.

Fiber Optic Cable (24-Strand) – shall be terminated at the MDF in rack mounted interconnect units with LC type connectors and shall be terminated at the IDF in rack mounted interconnect units with LC type connectors

Additionally, 6 strands of 50/125- $\mu$  multi-mode fiber optic cable (OM4 for all runs) should be used for voice connectivity.

Termination at Intermediate Telecommunications Room and Main Telecommunications Room shall be at a rack-mounted interconnecting unit.

Individual strands will be fanned out and terminated with LC connectors in an interconnect plate with twelve interconnect sleeves, following proper manufacturer's specifications for bend radius and strain relief.

In addition to the fiber backbone, six (6) Category-6 cables will be installed between the MDF and each IDF to provide a copper voice backbone for analog and/or other out-of-band network devices that require copper connectivity to the MDF room.

The Category-6 cables will be terminated on a 24 port Category-6 patch panel in each IDF; at the MDF these cables will also be terminated on Category-6 patch panels, port count dependent upon the total number of copper riser cables installed.

In all cases, the patch panel(s) will be mounted in the voice communication rack directly under the fiber optic interconnect enclosure.

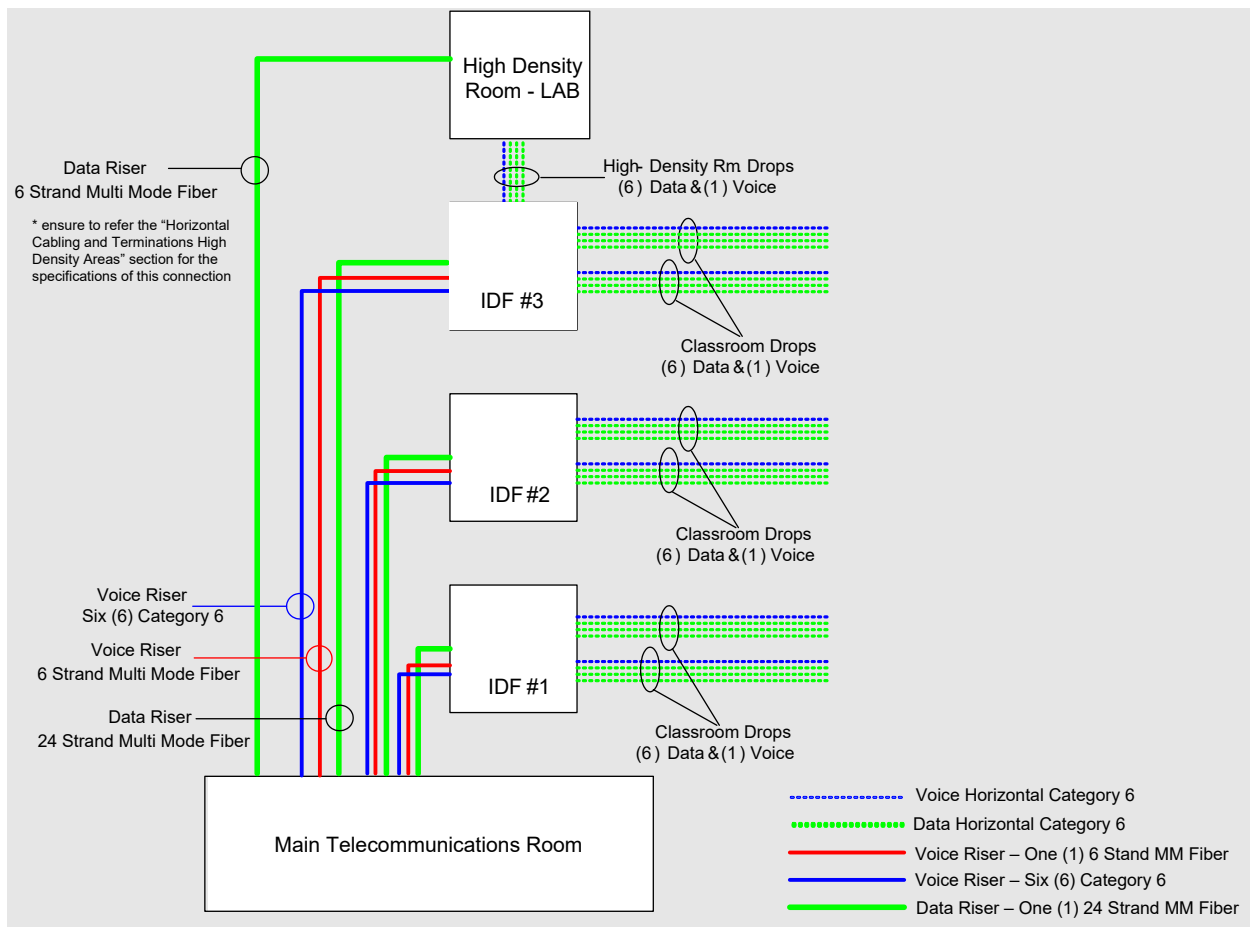
One (1) 1U horizontal wire manager will be installed immediately below the category 6 patch panel(s) in each room.

Refer to Figure 1 below, for an illustration of voice and data horizontal/riser cabling.

Figure 1

The fiber should always follow the following standards: 50/125- $\mu$  multi-mode fiber optic cable (OM4 for all fiber runs)





**Section A of the Pricing Sheet - Infrastructure Integration Services descriptions:**

**Cabling** – All cabling pricing should be inclusive of all materials needed, along with any appropriately sized patch cabling needed in the associated MDF's and IDF's, copper and fiber, along with any permit costs needed to perform work.

**A1. Cat6 Cabling** - The installation of new CAT6 Ethernet cabling to new area of building to IDF/MDF. This is the installation of CAT6 cabling (includes raceway, patch panel, port if needed, terminations, wall jacks, faceplates), and cable testing. Please see the DOE Standards document for more details.

**A2. Cat6 Dual Drop** - The installation of 2 new CAT6 Ethernet cabling to new single area of the building. This is the installation of 2 CAT6 cabling (includes raceway, patch panel, port if needed, terminations, wall jacks, faceplates), and cable testing.

**A3. Wireless Cabling** - The installation of new Wireless Access Point cabling to a new area of the building. This installation of CAT6 cabling includes the raceway, patch panel and port if needed, cable testing, installation of bracket and/or mount, plexiglass wall cover if needed, and patch cords to connect to AP and network switch

**A4. IPDVS Camera Cabling** - The installation of IPDVS Camera cabling to a new area of the building. This installation of CAT6 cabling includes raceway, patch panel and port if needed, cable testing, installation of bracket/mount, and patch cords to connect to camera and network switch.

- A5. IPDVS Camera Cabling including ¾" conduit** - The installation of IPDVS Camera cabling to a new area of the building. This installation of CAT6 cabling includes ¾" conduit, patch panel and port if needed, cable testing, installation of bracket/mount, and patch cords to connect to camera and network switch
- A6. IPDVS Camera Cabling including 1" conduit** - The installation of IPDVS Camera cabling to a new area of the building. This installation of CAT6 cabling 1" conduit, patch panel and port if needed, cable testing, installation of bracket/mount, and patch cords to connect to camera and network switch
- A7. IPDVS Camera Cabling including 2" conduit** - The installation of IPDVS Camera cabling to a new area of the building. This installation of CAT6 cabling includes 2" conduit, patch panel and port if needed, cable testing, installation of bracket/mount, and patch cords to connect to camera and network switch
- A8. Wireless AP Retrofit** - These are areas that will require the retrofit of a current Wireless Access Point. This can include the removal of a NEMA box or existing brackets, covering of area where NEMA box existed with plexiglass, installing a new bracket or whatever mounting solution is required for the new AP, and testing/recertification of Ethernet cable. Should include CAT6 patch cords to connect to AP and network switch
- A9. IP Camera Retrofit** - These are schools that will require the retrofit of an IP Camera. This is testing/recertification of ethernet cable, IP Camera bracket/mount , Camera dome or Bracket. Should include CAT6 patch cords to connect to camera and network switch
- A10. Full Lab data cabling** - Install 36 Cat6 data lines in a lab from IDF cabinet in room to 36 classroom workspace, include cost for installing 1/4 rack, patch panel, fiber OM4 run to MDF and electrical circuit(s), cable management and cable dressing.
- A11. Retrofit Lab data cabling** - Install 36 Cat6 data lines in a lab from IDF cabinet in room to 36 classroom workspace. Install only CAT6 cabling to 36 workstations and patch panel. Must include cable management and cable dressing.
- A12. Testing and recertification of Existing Data Drops (No AP or Camera install)** - Testing and recertification of Existing Cat5e or Cat6 Drops in room that are NOT getting a new access point or camera. To be used if a cable fails certification during a survey. If it is believed a re-termination will fix the problem this line-item cost will be used.
- A13. Re-terminate CAT6** - Reterminate data jack and patch Panel port if CAT6 cable is not damaged and recertify CAT6 Ethernet Standards.
- A14. Repair a Data/Electrical faceplate or Outlet** - Repair a broken faceplate of data jack or electrical outlet as part of a standard school refresh or building project
- A15. Safer Access Specialty Wiring - ODSP wiring – Per run:** This is to install OSDP wiring runs. includes testing wiring, and reterminating the wire (copper). This is to connect the access control panel to the intercom, also for connecting the panic button to the intrusion alarm panel. All cables and permit costs needed to cover the work being done
- A16. Fiber Cabling** - The installation of 24 strands of 50/125-µ multi-mode fiber optic cable (OM4 for all fiber runs), running from the main telecommunications room or MDF to each intermediate telecommunications room or IDF and labs. The price should include fiber, fiber distribution panels and conduit if needed.

- A17. Electrical Circuit Installation** - The installation of electrical power in MDF or IDF to install network equipment. There may be a need to install 20Amp or 30Amp electrical power plus twist locks or quad receptacle for Network equipment, see DOE Standards document for more details.
- A18. Install NEMA receptacles on an Existing Circuit, Per Circuit - Change** a receptacle and breaker on an existing circuit, for example changing a 20Amp twist lock to a 30Amp twist lock. This is to accommodate any new standard changes.
- A19. Electrification Lab Room** - Furnish and install thirty-six (36) dual outlets of five (5) circuits from common panel within one (1) lab room to desk location needing power for Computer.
- A20. Classroom/Office Additional Duplex Receptacle** - Install one (1) duplex or quad receptacle to an existing electrical circuit (space permitted).
- A21. PDU Installation** - Installation of APC Rack Mount PDU, AC120V – input NEMA 5-14 output connectors: 14 (NEMA 5-15) – 12 ft. Cost should include PDU
- A22. Installation of an Electrical Subpanel** - When the current electrical panel is exhausted, install a new electrical panel to provide adequate power to support MDF/IDF and IT classrooms. This work must be done to NYC Code and proper permits must be filed and approved by a licensed electrician. This work will require the following: install service disconnects 60 AMP Breaker off the closest main Panel, install Square D Subpanel with 3 phase 18 positions panel per electrical code.
- A23. Installation on Grounding and Buss Bar** - The installation of Grounding and Buss Bar when needed in MDF or IDF to make sure proper grounding of network equipment.
- A24. Installation of Open Rack and Ladder Tray** - The installation of a new Open Rack, and Ladder Tray when needed in the MDF or IDF's to install network equipment. Must include cost of Rack, Ladder Tray and electrical power per DIIT standards
- A25. Installation of Full Cabinet** - The installation of a new Full-size Cabinet when needed in the MDF or IDF's to install network equipment. Must include cost of full cabinet, and electrical power per DIIT standards
- A26. Installation of Half Cabinet** - The installation of a new half size Cabinet when needed in the MDF or IDF's or classroom to install network equipment. Must include cost of half size cabinet and electrical power per DIIT standards
- A27. Installation of 1/4 Cabinet** - The installation of a new 1/4 size Cabinet when needed in the MDF or IDF's or classroom to install network equipment. Must include cost of 1/4 size cabinet, and electrical power per DIIT standards
- A28. Installation of Slimline Cabinet** - The installation of a new Slimline size cabinet when space will not accommodate another size in IDF's or classroom to install network equipment. Must include cost of Slimline cabinet, and electrical power per DIIT standards
- A29. Installation and furnishing of Dome/Cover** - To protect wireless AP in Gymnasium and other common areas when needed

Asbestos Testing:

**A30. Asbestos Testing - EHI testing** - Environmental Health Inspection/ Testing of area where drilling will take place to verify the existence of Asbestos, lead and Vermiculite. (This cost is per building)

**A31. GPR Testing** -Ground Penetrating Radar Uses Radar pulses to image the substrate where reflected waves can help identify Objects encapsulated beneath the surface, variations in material, voids, etc. This is used to help identify buried conduits, pipes, Rebar, etc., that may be in the concrete slab. Normally used when through floor penetrations are required. (This cost is per building)

### **Conduit Build**

The DOE is asking vendors to provide a cost to install conduit when needed at schools and administrative sites, this conduit will be used for the installation of Internet and Data circuit provided by our telecommunication services provider. The conduit will be built from building Point of Entry (POE) typically located in basement and will go to the MDF room, in some cases vendor may need to build conduit from the building property line into the building to the MDF room. DOE is asking vendors to price out the following scope of work to get a cost. Based on this cost we want the vendor to provide the DOE a cost per 100 ft. of conduit build for us to be able to use on future projects where conduit builds are needed.

These costs should take into consideration work being done afterhours, cost for DOE permits, management of project, Survey, installation of conduit and all ground bar, EHI and GPR testing, creation of As-Builds and any other unforeseen items that would impact the installation.

All Core and asbestos abatement will be done by the School Construction Authority (SCA). Vendor may have to provide EHI and GPR testing results for work location so that SCA can properly abate or core necessary holes.

**A32 - Interior Conduit Build** - The installation of conduit for purposes of installing Internet/Data and Voice service from a telecommunication vendor or to facilitate copper or fiber cabling from Telecom Vendors point of presence in the building to the MDF

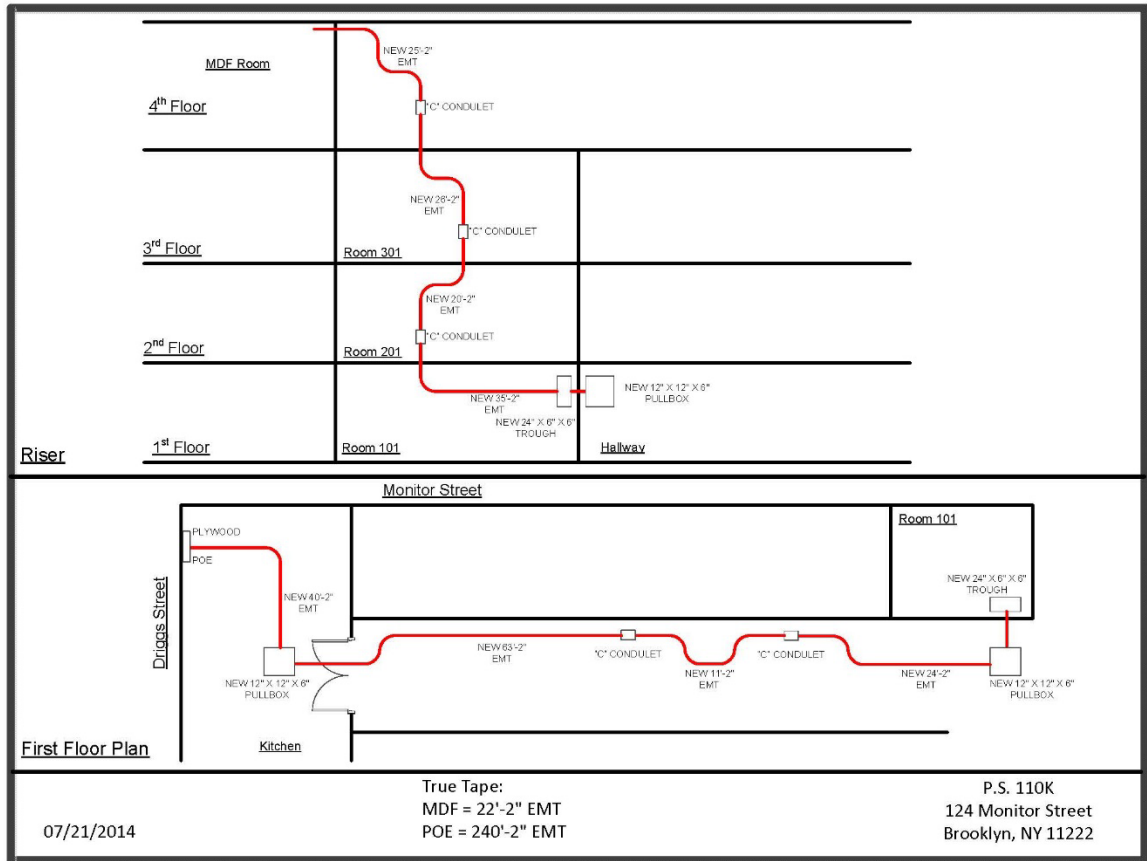
### **Conduit Build Cost Example 1 - Interior Build:**

Please provide the cost of project to place a conduit based on As-Built shown for Building K110 located at 124 Monitor Street, Brooklyn NY (see Below As-Built – P.S. 110)

Scope of work:

DOE will have School construction Authority (SCA) core 2-1/2" wall core in cafeteria wall #2 above sink ~10' above floor. Vendor to install NEMA rated 14" X 14" X 6" Pull Box on outside of building and install 2" sleeve into building. Install 2' X 3' Fire Rated plywood above sink just below Core for Verizon to terminate their fiber on. Install a 2" EMT from Plywood up to ceiling and across cafeteria to 1st floor hallway along the side (above molding) to room 101 (~135'). Install Pull box in hallway then sleeve through hallway wall to corner of room 101 {wall 1 & 2(~30')} and utilize existing cores to room 201, to room 301, to 4th floor auditorium (~45'). Install Pull box on 4th floor then sweep conduit to MDF room terminating mid-point in closet above existing plywood (~15'). Install Drag line and True-Tape in conduit run. Bond Conduit to existing Buss-Bar in MDF room. Includes EHI and GPR testing

As-Built – P.S. 110:



**A33. Exterior Conduit Build** - The construction and installation of piping for purposes of installing Internet/Data and Voice service from a telecommunication vendor outside plant in the street to facilitate fiber cabling to MDF. This work can include cutting up curbs, sidewalks, foundation and digging up the ground to install conduit piping for Telecom Vendor to be able to bring new service to the DOE site.

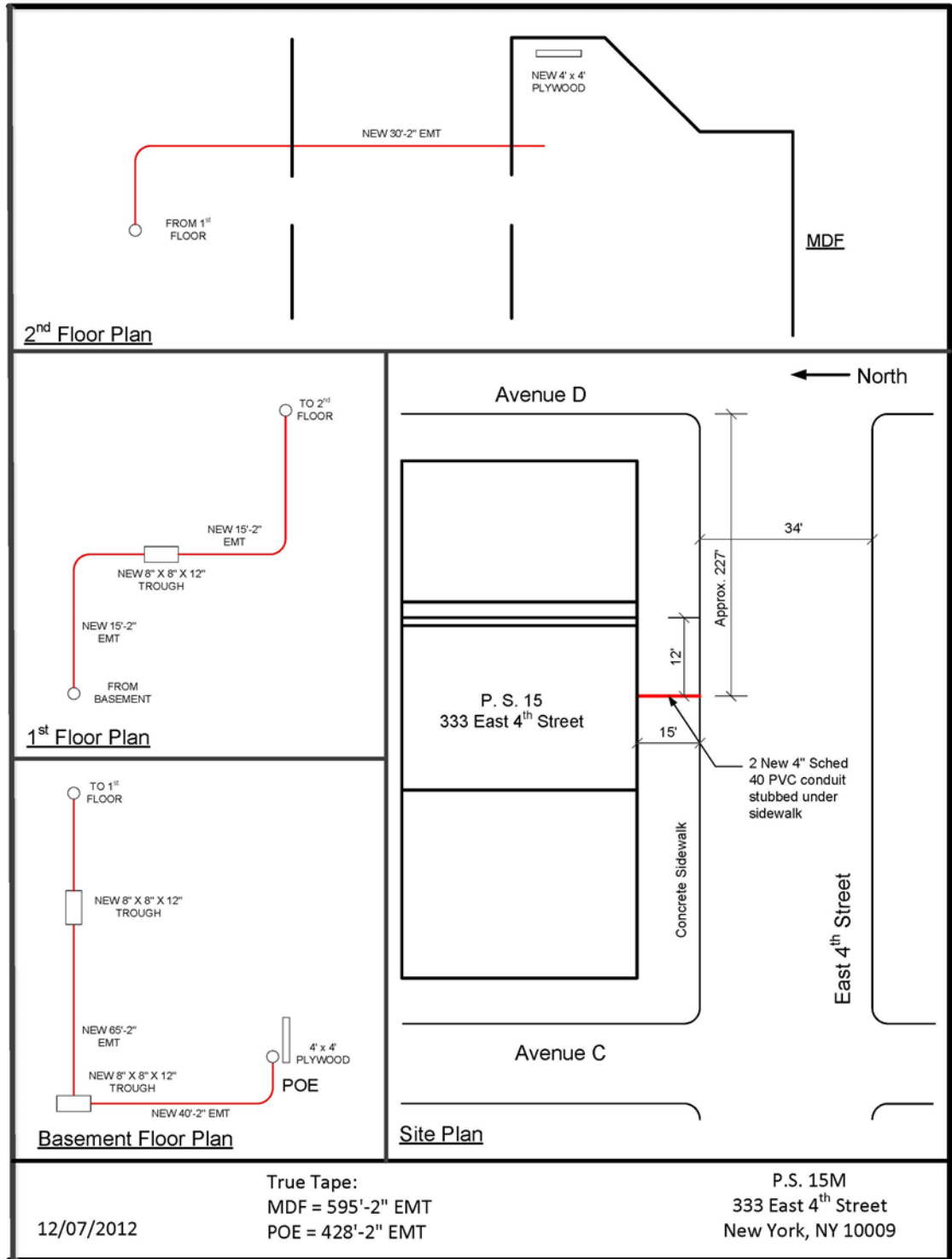
**Conduit Build Cost Example 2 - Exterior & Interior Build:**

Please provide the cost of project to place a conduit based on As-Built shown for Building M015 located at 333 East 4 Street, Manhattan, NY (see below As-Built – P.S. 15M)

Scope of work:

Provide new POE on E 4th street in front of the school entrance way. Trench sidewalk and provide 2 @ 4" PVC conduits to enter into building foundation in crawl near Oil Tank Room and install 4' X 4' plywood. Penetrate through to fuel oil tank room and proceed with 2" EMT to basement hallway and enter into pipe chase. Continue up to the 2nd floor and enter into the hallway. Continue along the hallway into MDF/telco room. Total run approximately 210FT. Install Drag line and True-Tape in conduit run. EHI testing will be required. Includes EHI and GPR.

As-Built – P.S. 15M:



**COMPONENT 2: Network Infrastructure & IPDVS Installation and Integration**

In addition to cabling, a second component of the work covered is infrastructure integration services, scenarios for integration are found in the Definitions section and expanded below. Integration services normally take place after school hours (after 2:30 PM) and typically complete before midnight. There are situations where integrations happen during the day, when schools are closed for holidays, weekends or during the summer when school is not in session. Section A, B, C and D of the Pricing Form identifies a set of cabling, device integration and field services options. Contractors must provide a price for each of those options. Network infrastructure integration is associated with specific hardware types and is independent of the school's size. All tasks should include reporting of testing as necessary, submission of as-builts, project and program management documents, warehousing, asset tagging and creation or updating of AutoCAD Drawings, updating network systems of record (Meraki), and all asset tracking records (newly installed assets/End of Life or disposed assets), etc.. For all integration project's, the vendor is required to provide Day 2 on-site technical support for the network, along with end user device support, assisting, verifying and ensuring all end-user equipment (computers, laptop, printers, interactive whiteboards, etc.) are connected to the network and operational, including all core DOE network applications. All associated costs should be included in the pricing.

***Section B Infrastructure Integration Services - Pricing Sheet item descriptions:***

**B1. Firewall Integration** – School building or sites that will require Installation/Integration of a new firewall per the DIIT configuration and network Standards. This integration costs should include the necessary patch cables (copper and/or fiber) needed to connect to the firewall, and permit costs needed to cover the work being done.

**B1A. Firewall Integration (Weekend)**– School building or sites that will require Installation/Integration of a new firewall per the DIIT configuration and network Standards on the weekend. This integration costs should include the necessary patch cables (copper and/or fiber) needed to connect to the firewall, and permit costs needed to cover the work being done on the weekend or holiday.

**B2. Router Integration** – School building or sites that will require Installation/Integration of a new Router per the DIIT configuration and network Standards. These integration costs should include the necessary patch cables (copper and/or fiber) needed to connect to the router, and permit costs needed to cover the work being done.

**B2A. Router Integration (Weekend)** – School building or sites that will require Installation/Integration of a new Router per the DIIT configuration and network Standards on the weekend. These integration costs should include the necessary patch cables (copper and/or fiber) needed to connect to the router, and permit costs needed to cover the work being done. on the weekend or holiday.

**B3. Core MDF Switch Integration** – School building or sites that will require the Installation/Integration of new Core Cisco 9500 switches per the DIIT configuration and network Standards. This integration costs should include the necessary patch cables (copper and/or fiber) needed to connect to the Core MDF Switch, and permit costs needed to cover the work being done.

**B3A. Core MDF Switch Integration (Weekend)** – School building or sites that will require the Installation/Integration of new Core Cisco 9500 switches per the DIIT configuration and network Standards on the weekend. This integration costs should include the necessary patch cables (copper and/or fiber) needed to connect to the Core MDF Switch, and permit costs needed to cover the work being done on the weekend or holiday.

- B4. IDF Switch Integration** – School building or sites that will require the Installation/Integration of one-to-many IDF Switches per the DIIT configuration and network Standards. These integration costs should include the necessary patch cables (copper and/or fiber) needed to connect to the IDF Switch, and permit costs needed to cover the work being done.
- B4A. IDF Switch Integration (Weekend)** – School building or sites that will require the Installation/Integration of one-to-many IDF Switches per the DIIT configuration and network Standards on the weekend. These integration costs should include the necessary patch cables (copper and/or fiber) needed to connect to the IDF Switch, and permit costs needed to cover the work being done on the weekend or holiday.
- B5. Wireless Access Point Integration** – School building or sites that will require Installation/Integration of a Wireless Access Points in classrooms or other area per the DIIT configuration and network Standards. These integration costs should include the necessary active wireless survey costs to determine the existing coverage before and after the installation, the patch cables (copper and/or fiber) needed to connect to the Wireless Access Point, Wireless Antenna, and permit costs needed to cover the work being done.
- B5A. Wireless Access Point Integration (Weekend)** – School building or sites that will require Installation/Integration of a Wireless Access Points in classrooms or other area per the DIIT configuration and network Standards on the weekend. These integration costs should include the necessary active wireless survey costs to determine the existing coverage before and after the installation, the patch cables (copper and/or fiber) needed to connect to the Wireless Access Point, Wireless Antenna, and permit costs needed to cover the work being done on the weekend or holiday.
- B6. Server Integration** – School building or sites that will require Installation/Integration of a Server for Schools or IPDVS integration per the DIIT configuration and network Standards. This integration costs should include the necessary patch cables (Copper and Fiber) needed to connect the server to appropriate network switches, assuming all ports on the server are to be used and permit costs needed to cover the work being done.
- B6A. Server Integration (Weekend)** – School building or sites that will require Installation/Integration of a Server for School or IPDVS integration per the DIIT configuration and network standard on the weekends. This integration costs should include the necessary patch cables (Copper and Fiber) needed to connect the server to appropriate network switches, assuming all ports on the server are to be used and permit costs needed to cover the work being done on the weekend or holiday.
- B7. Wireless Access Management Integration-** These are schools that will require Installation/Integration of Wireless Access Management. This integration costs should include the necessary patch cables (Copper and Fiber) needed to connect the server to appropriate network switches, assuming all ports on the server are to be used and permit costs needed to cover the work being done.
- B7A. Wireless Access Management Integration (Weekend)-** These are schools that will require Installation/Integration of Wireless Access Management on the weekend. This integration costs should include the necessary patch cables (Copper and Fiber) needed to connect the server to appropriate network switches, assuming all ports on the server are to be used and permit costs needed to cover the work being done on the weekend or holiday.
- B8. Cybershift Clock Integration-** These are schools that will require Installation/Integration of Cybershift time clock. This integration costs should include the necessary patch cables (Copper



and Fiber) needed to connect the Cybershift Clock to appropriate network switches, assuming all ports on the server are to be used and permit costs needed to cover the work being done.

**B8A. Cybershift Clock Integration (Weekend)** - These are schools that will require Installation/Integration of Cybershift time clock on the weekend. This integration costs should include the necessary patch cables (Copper and Fiber) needed to connect the Cybershift Clock to appropriate network switches, assuming all ports on the server are to be used and permit costs needed to cover the work being done.

**B9. APC UPS Equipment installation and integration** - These are schools that will require Installation/Integration of APC UPS to support the server and IPDVS Server being installed. This integration costs should include the necessary patch cables (Copper) needed to connect to the UPS to the network and configure to support the server and IPDVS server and other network needing uninterruptable power. All cables and permit costs needed to cover the work being done.

**B9A. APC UPS Equipment installation and integration (Weekend)** - These are schools that will require Installation/Integration of APC UPS to support the server and IPDVS Server being installed on the weekend. This integration costs should include the necessary patch cables (Copper) needed to connect to the UPS to the network and configure to support the server and IPDVS server and other network needing uninterruptable power. All cables and permit costs needed to cover the work being done.

**B10. Predictive Survey** - Virtual surveys that are used to plan out the deployment of Wireless Access Points and Video Surveillance, to determine proper placement and coverage for wireless access and video Cameras and make sure that there is appropriate coverage though out the building. Predictive surveys should include a small percentage of active testing.

**B11. Active Survey** – On-site survey's that consists of a walkthrough using technology and software to show and measure the wireless signal throughout the physical space of the building and suggesting placement of new APs (Access Points), or the movement of existing APs, to allow for adequate wall to wall coverage throughout the building. This survey shall be done prior to any wireless upgrade taking place, and after an upgrade has been completed, to show the before and after coverage.

**B12. Existing Network Discovery and Assessment** – Service to conduct a network assessment and create as-builts for sites where no existing As-builts exists or are NOT available. • The assessment team will manually review the network and cabling plan to create a full standard As-built. Existing cabling plan will be documented at the patch panel only. AutoCAD drawings will need to be created by the contractor. Individual Data drops will not be traced.

**B13. IPDVS Video Management Software Integration onto the IPDVS Server** – Software integration on the IPDVS Server per the DIIT configuration standards. This integration costs should include the necessary installation of the IPDVS video management software on the server with appropriate storage for 60 days. See DOE Standards. Include permit costs needed to cover the work being done.

**B13A. IPDVS Video Management Software Integration onto the IPDVS Server (Weekend)** – Software integration onto the IPDVS Server integration (Weekend) per the DIIT configuration standards. This integration costs should include the necessary installation of the IPDVS video management software on the server with appropriate storage for 60 days. See DOE Standards. Include permit costs needed to cover the work being done.

- B14. IPDVS Security Main Viewing Station Cabinet Installation** - Per Incident This is the cost to assemble and install an IPDVS Security Main Viewing Station furniture (purchased by DIIT separately),
- B15 - IPDVS Client Desktop Integration and set-up of up of one (1) IPDVS workstation per building.** - This integration costs should include the setup of the new workstation, verifying workstation has latest software patches, OS configuration, loading and configuration of IPDVS video management software, the necessary patch cables (Copper) needed to connect to the network. All cables and permit cost needed to cover the work being done.
- B15A. IPDVS Client Desktop Integration and set-up of up of one (1) (Weekend)** - Set-up of one (1) IPDVS workstations per building on the weekend. This integration costs should include the setup of the new workstation, verifying workstation has latest software patches, OS configuration, loading and configuration of IPDVS user application, the necessary patch cables (Copper) needed to connect to the network. All cables and permit cost needed to cover the work being done.
- B16. IPDVS Client Desktop Video Management Software integration of up to 7 approved workstations per building.** - This integration costs should include the loading and configuration of IPDVS video management software. Include permit costs needed to cover the work being done.
- B16A. IPDVS Client Desktop Video Management Software integration of up to 7 approved workstations per building (Weekend).** - This integration costs should include the loading and configuration of IPDVS video management software during the weekend. Include permit costs needed to cover the work being done.
- B17 - Provide additional IPDVS Training to end users (up to 10 users)** - Per Group. Deliver (1) four-hour training session to schools and personnel, focusing on the utilization of the surveillance system and video management software.
- B18. IPDVS Internal/ External Fixed or PTZ Camera Integration** - These are schools that will require new IPDVS Cameras installed and configured inside/ outside the building. The integration costs should include the setup of the new fixed or PTZ camera, verifying camera has latest firmware and configuration, proper alignment and focus of IPDVS camera the necessary patch cables (Copper) needed to connect to the network and validation that the camera is working with the IPDVS system as intended. Include all cables and permit cost needed to cover the work being done.
- B18A. IPDVS Internal/ External Fixed or PTZ Camera Integration (Weekend)** - These are schools that will require IPDVS Cameras installed and configured inside/ outside the building during the weekend. The integration costs should include the setup of the new fixed or PTZ camera, verifying camera has latest firmware and configuration, proper alignment and focus of IPDVS camera the necessary patch cables (Copper) needed to connect to the network and validation that the camera is working with the IPDVS system as intended. Include all cables and permit cost needed to cover the work being done.
- B19. Access Control Door Lock (RFID Reader)** – These are schools or offices that will require the installation of RFID readers for IDF/ MDF and other entrance doors within schools and admin offices. Integration is required of the access control locks into the IPDVS Genetec application and Federation system. Includes the cost of the RFID readers, installation of mag lock's/door release strike, access controller, patch cables and permit costs.
- B19A. Access Control Door Lock (RFID Reader) (Weekend)**– These are schools or offices that will require the installation of RFID readers for IDF/ MDF and other entrance doors within schools and

admin offices during the weekend. Integration is required of the access control locks into the IPDVS Genetec application and Federation system. Includes the cost of the RFID readers, installation of mag lock's/door release strike, access controller, patch cables and permit costs.

**B20. Safer Access Door System** - These are schools that will require the installation of an Intercom, Door Strike, set up and configuration of an Answering Unit Display, Panic Button, and drawer (Cloud Link, Mercury Board, Life Safety). Integration of an ODSP cables from the door intercom to the network room and necessary ethernet cables to integrate the Safer Access Door solution. Integration of the system into the IPDVS video management and/ or Federation system. Include all cables and permit cost needed to cover the work being done.

**B20A. Safer Access Door System (Weekend)** - These are schools that will require the installation of an Intercom, Door Strike, set up and configuration of an Answering Unit Display, Panic Button, and drawer (Cloud Link, Mercury Board, Life Safety) During the weekend. Integration of an ODSP cables from the door intercom to the network room and necessary ethernet cables to integrate the Safer Access Door solution. Integration of the system into the IPDVS video management and/ or Federation system. Include all cables and permit cost needed to cover the work being done.

**B21. 1/2-day Support** - this is to provide onsite desktop support per resource for a 4-hour block of time. This resource should have the necessary experience with LAN and Desktop support.

**B21A. Full day Support** - This is to provide onsite desktop support per resource for an 8-hour block of time. This resource should have the necessary experience with LAN and Desktop support.

**B22. Network Engineering Support - 1/2-day Support** - This is to provide onsite network engineering support per resource for a 4-hour block of time. This resource should have the necessary experience with Network and troubleshooting (Level 2).

**B22A. Network Engineering Support - 1/2-day Support (Weekend)** - This is to provide onsite network engineering support per resource for a 4-hour block of time on the weekend. This resource should have the necessary experience with Networking and troubleshooting (Level 2)

**B23. Network Engineering Support - full day Support** - This is to provide onsite network engineering support per resource for a 8-hour block of time. This resource should have the necessary experience with Network and troubleshooting (Level 2).

**B23A. Network Engineering Support - full day Support (Weekend)** - This is to provide onsite network engineering support per resource for a 8-hour block of time on the weekend. This resource should have the necessary experience with Network Engineering (Level 2).

**B24. Wire management/cleanup of an IDF/MDF/Data Center room 1/2-day Support** – Reorganization of cables in an existing MDF/IDF by network component Cable cleanup of an MDF or IDF room. Minimum of four hours.

**B24A. Wire management/cleanup of an IDF/MDF/Data Center room Full-day Support** – Reorganization of cables in an existing MDF/IDF by network component Cable cleanup of an MDF or IDF room. Minimum of eight hours.

**B25 - 4 Hour Block of Field Services, per 4 Hour Block:** - this is to provide onsite IPDVS support per resource for a 4-hour block of time. This resource should have the necessary experience with IPDVS Cameras and Access Control support.

**B25A - 4 Hour Block of Field Services (Second Shift), Per 4 Hour Block:** - this is to provide onsite IPDVS support per resource for a 4-hour block of time second Shift. This resource should have the necessary experience with IPDVS Cameras and Access Control support.

**B26 - 8 Hour Block of Field Services, per 8 Hour Block:** - this is to provide onsite IPDVS support per resource for an 8-hour block of time. This resource should have the necessary experience with IPDVS Cameras and Access Control support.

**B26A - 8 Hour Block of Field Services (Second Shift), Per 8 Hour Block:** - this is to provide onsite IPDVS support per resource for an 8-hour block of time second Shift. This resource should have the necessary experience with IPDVS Cameras and Access Control support.

**B27 - Hour of Field Services, Per Hour** - this is to provide onsite IPDVS support per resource for an hour of time. This resource should have the necessary experience with IPDVS Cameras and Access Control support.

**B27A - Hour of Field Services (Second Shift), Per Hour** - this is to provide onsite IPDVS support per resource for an hour of time second Shift. This resource should have the necessary experience with IPDVS Cameras and Access Control support.

**B28. After Hours Integration - Permit - Weekday** - Permit needed for all work performed after 5PM on a weekday. Permits should be obtained for the total hours needed to complete the work. This should only be utilized at the DOE's discretion.

**B28A. After Hours Integration - Permit - Weekend/Holiday** - Permit needed for all work performed during a weekend, or on a holiday. Permits should be obtained for the total hours needed to complete the work. This should only be utilized at the DOE's discretion.

### Basic Installation of Equipment

For full school building integrations, multiple pieces of equipment are purchased together by DOE through other contract(s) and installed by the awarded Contractor(s). For example, firewall, core switch, IDF switches, Router, wireless access points, video cameras, IOT devices and Server may be integrated in the same building. Contractors must provide pricing for these situations. Contractor must submit a price for hardware integrations in Section B of the *Services Pricing* tab of the Pricing Form.

We recognize that many supporting tasks, e.g., project management and asset tagging of servers, routers and other networking and IPDVS equipment, and reporting on asset information back to the DOE's Asset Database, testing, quality assurance, documentation, DOE Permits for integration, updating DOE systems of record – NICE, the Meraki Dashboard, etc., are not specifically identified and priced. Contractor must incorporate these additional costs into their pricing for basic installation of equipment; if any component or tasks cannot be considered basic, please identify those costs. DOE Standards and Equipment are subject to change as technology changes, the awarded vendor will be expected to adjust as these Standards are updated.

Equipment Staging and Configuration

As part of the system integration work the contractor will provide product staging, distribution and configuration services for all necessary equipment at their warehouse. Integration typically involves a number of tasks, including but not limited to the following:

- Receiving of equipment from designated OEM/DOE hardware contractor
- Verify quantities against bill of materials
- Warehouse (3 to 6 months average, but can be for up to a year or more due to supply chain constraints)
- Labeling as required (with school, room, etc.)
- Configuration of equipment
- Burn in for a set period of time, up to a week
- Staging for Delivery
- Capturing of serial numbers and MAC Addresses, and all other relevant device information, to provide back to the DOE and to be utilized for invoicing
- Asset Tag devices
- Creation of school sign-off forms (equipment sign-off)

#### Basic Installation

Contractor must manage and coordinate the installation of basic hardware and integrate it into existing networks as follows:

- Remove the equipment from its packaging and set up the equipment at specified locations within the site.
- On ascertaining that all items have arrived, inspect the items. DOE will reject and refuse acceptance of any part of any delivery or installation that does not comply with specifications for the time or place of delivery. The DOE will reject any work or materials found to have been improperly installed or furnished and will direct some to be taken down and removed and replaced at the expense of the Contractor.
- In the event a Device is Dead on Arrival (DOA) contact the Vendor that provided the item to obtain a replacement. Do not repair the DOA item, unless such action is approved by the Deployment group. The replacement Device must be delivered and installed for no additional charge.
- If work is expected to take more than one day, inform the Deployment group and the school and arrange with the school for security of all items while work is incomplete;
- Ensure that the equipment powers up correctly;

- Attach peripherals and ensure that they work properly. Ensure each networked Device obtains an IP address. Configure any associated software for DOE applications, wireless access or network printing;
- Remove all rubbish, packaging, and unneeded material from the site at the completion of the delivery and installation;
- Verify with the school that they can access the instructional and administrative networks, internet, DOE applications to ensure that they have network connectivity
- Asset Tag equipment;
- Remove all refreshed old equipment and cabling and dispose of it per DOE and NYC City guidelines
- Receive sign-off of successful installation and integration from an authorized person at the work site.

**Installation and Integration Contractor will perform the coordination with the school and the Deployment team, scheduling, installation and integration services required to install all necessary equipment. Contractor's technicians performing such installation and integration work must be qualified and be certified by the OEMs to perform such work on their products to avoid voiding the manufacturer's warranty. The contractor must submit proof at the time of the award and again if requested during an audit. At installation site the contractor will, ensure that aside from steps outlined in Basic Installation of devices, the following steps are performed:**

- Configure the Devices as described in the DOE-approved proposal.
- Rack mount and power up the new equipment.
- Patch cables to the new devices, tighten up cabling and wiring, make sure that IDF's and MDF are kept clean, and cabling is neat, as per cable management standards.
- Verify new components have the proper software releases and configurations installed as per DOE specification.
- Test and verify functionality per DIIT Network Standards.
- The contractor will work with the DIIT QA group to conduct checklist verification and confirm the success of the installation, integration and submit all necessary closeout documentation.

#### **Phases of Work for Cabling and Integration**

As part of every network refresh project the Contractor must, at a minimum, implement the project using the guidelines below.

- Pre-Implementation
- Implementation
- Post Implementation

## Pre-Implementation

- Based on the allotted schools awarded, the vendor will need to create a preliminary budget that will be submitted to DIIT/Capital Office.
- On approval of budget, the DOE will issue a PO to the contractor.
- The contractor will then kick off the project.
- For each site identified in need of infrastructure integration services, the DOE will provide the site name and street address, and a site contact person. Depending on total project size the contractor would be expected to initially reach out to the schools within ten (10) business days to contact the specified person at each site and inform them that they are part of the technology refresh program. Once the initial contact is made, the contractor will create a survey timeline to include all sites within the project
- At the school kick-off meeting/site survey, or within 10 business days, evaluate the site infrastructure for the proposed network, including, but not limited to: any required cable and power drops, wireless capacity and current wireless use, existing servers, routers, patch panels, and any other relevant information at the specific location within the site where the technology-refresh is scheduled to occur. Typically, surveys are completed in 1-2 days, depending on the school size.
- Within 10 business days of evaluating the site, forward a proposed network plan to the DIIT Deployment team/Capital Office, which will include:
  - A report indicating whether the existing site network and equipment complies with the then-current DIIT standards, which will be provided, and which may be updated and amended during the term of the Agreement;
  - A proposed budget, setting forth item specifications and pricing based on existing DOE contracted prices to bring the school up to the current DOE networking standard;
  - The vendor will provide information regarding new network equipment needs of the site; DOE will then order equipment from the approved vendor to be shipped to the integrator's warehouse.
  - Any suggested infrastructure improvements (e.g. cabling, new electrical outlets, etc.); NOTE - Projects that require any asbestos abatement will be referred to the School Construction Authority (SCA) for completion
- In the event that abatement is necessary or suspected as possibly necessary, determine location where holes are required.
  - Review AHERA report for presence of asbestos, lead, vermiculite and any hazardous materials that the DOE asks to verify. If asbestos is present, mark locations of holes requested and submit requests to the DIIT Deployment team to have abatement performed by the SCA.
  - If AHERA report is unclear, then Contractor must arrange with third party to have area tested for presence of asbestos.

- A clearance document must be provided to the Contractor by the DOE/DSF before work can begin.
- If the test shows that there is no asbestos or other hazardous material present in the work area, work may begin when approved.
- Attend meetings with DIIT engineering staff to insure proper implementation in accordance with the following standards and requirements:
  - DIIT Standards for Networking: New School/ Building Network Infrastructure – See Exhibit 1 and 1.1;
  - DIIT Standards for Networking: Mobile Computing and Wireless Networking DIIT – See Exhibit 2;
- DOE will provide to the Contractor the As Built Document to be filled out by Contractor for each work site.
- Contractor will create As Built for network equipment and submit to DIIT QA and Engineering Support Group for approval.
- Make revisions to As Built as necessary and re-submit to DIIT QA and Engineering support.
- Contractor will provide final proposal/budget, based on revised As Built to DIIT/Capital Office
- Final project plan must include, but not limited to, timelines with milestones, and strategies for the technology services to be provided, indicate all resources required and any DOE personnel required for the project
- On approval the DOE will modify the PO's as needed (Increase or Decrease) as per final proposals.
- Contractor will be responsible for delivery of all equipment necessary during the integration
- Contractor must obtain all necessary permits for working in a school.
- On completion of the project, the Contractor will update the As-Built Documents, including AutoCAD drawings and return them to the designated person at DOE.

#### Implementation

- Provide DIIT with weekly updates and status reports on progress of project and any issue that might arise
- After verifying that all equipment has been ordered by DOE and clearance documents have been received, establish an installation schedule with the school and any relevant equipment contractors and submit the schedule to the Deployment Team.
- The school day is typically over at 4:00 pm. Contractor will have to work with school to integrate and upgrade the school after school has let out, only may a vendor begin work at 7:00AM if school is out or may need to arrange for work during the evenings and weekends.



- Stage all equipment with DIIT configuration and flash updates DIIT-provided.
- Deliver, install and configure new network equipment for MDF and IDF as required
- Rack mount and power up the new equipment.
- Patch cables to the new devices and tighten up cabling in MDF and IDF's.
- Verify new components have the proper software releases and configurations installed as per NYCDOE specification.
- Test and verify functionality.
- The contractor will contact DIIT QA group to conduct checklist verification and confirm the success of the installation, integration and submit all necessary closeout documentation.
- Configure equipment such as routers, firewalls, switches, content delivery equipment and services as required assuring availability of appropriate network services
- Work with DIIT staff to resolve any networking issues.
- Complete all cabling, including interior Cat 6 and fiber cabling.
- Document all work, including network configuration and settings.
- Test all newly installed copper and fiber cables and submit test results to DIIT.
- Provide DIIT with status reports after each site visit and/or meeting at the school site
- All integration work must conform to DIIT's Standards.

#### Post Implementation

- Provide next day support (Day 2) to school on the network upgrade and devices that touch the network. This includes testing core DOE and learning applications, ensuring they are accessible to school staff and students. Appropriate numbers of technical field staff will be needed to support this endeavor, on-site at the school for the full day.
- Assist the DOE in contractor disputes, if any.
- Upon request from DOE, provide DOE with any of the replaced hardware.
- Dispose of all unwanted replaced hardware, conforming to all DOE and governmental disposal guidelines, and provide to the Deployment Office the Certificate of Disposal/Destruction (see Section 6.3 D - Hardware Disposal or Retirement)

- Notify DIIT of any problem and provide status throughout resolution process
- Receive written approval from DOE personnel confirming that network equipment integration has been completed at each assigned location and submit to DIIT.
- Provide DOE with final As-built for network equipment and submit to DIIT QA and Engineering Support Group
- Create or Update AutoCAD drawings for the site
- Provide the ability to have limited support staff to go back to the school, if necessary, for up to a week after an integration has taken place, to ensure any missed or leftover support needs are addressed.

#### Hardware Disposal or Retirement

Dispose of items as follows:

- At DOE's direction, contact the site to arrange for the pick-up and transportation of the hardware to be retired from a specified location.
- Destroy all forms of electronic media (e.g. hard drives) in the hardware using a method approved by DOE.
- Dispose of or recycle the hardware pursuant to New York regulations unless otherwise expressed by DIIT. For more information on these regulations, see the NYS Electronic Equipment Recycling and Reuse Act at:

[http://www.dec.ny.gov/docs/materials\\_minerals\\_pdf/ewastelaw2.pdf](http://www.dec.ny.gov/docs/materials_minerals_pdf/ewastelaw2.pdf)

and the NYS Department of Environmental Conservation Web site at:

<http://www.dec.ny.gov/chemical/65583.html>

- Provide a certification detailing the recycle or disposal services performed and confirm software and data removal, specifying at a minimum the hardware make, model, serial number, removal/disposal dates, and the site from which it was removed.
- Update the Asset Tracking Database to indicate that the item has been retired or disposed of.
- Notwithstanding any other provision contained herein, disposal, retirement or transfer of items for which DOE received E-rate funding must be conducted in accordance with E-rate Program Rules.

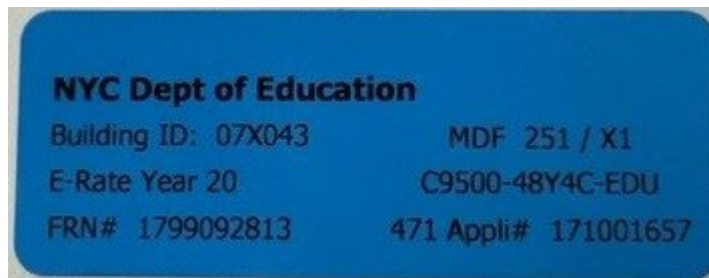
#### Asset Tags

Assets tags are required for all necessary devices as part of the installation of equipment purchased by DOE and integrated into schools under this contract. The requirements for tags are described in more detail below.

- Metalized Silver Polyester security tag with permanent glue and black printing.
- Minimum of 4 lines of lettering. The minimum size of tag example is 1.5” x 3”. DOE will provide a sample on request, but Asset Tags will need to fit on the device, in an easily visible location, without blocking needed ventilation
- Tag number ranges will be unique to the Contractor and will be provided by DOE
- Tag placement will be suggested by the Contractor, but will be decided by DOE. Placement may change during the year due to requirements for lockdown devices.
- There may be no duplication of Asset Tag numbers or Serial Numbers. Contractor will be responsible for correcting and physically replacing duplicate Asset Tags.
- Asset Tag example font type is **Calisto MT (BOLD)**, font size: 12pt. Font and type will need to be appropriate for the tag.
- Each Asset Tag will contain the following information:
  - For all E-rate ineligible equipment, Asset ID: DOE-XX#####
  - For all E-rate eligible equipment, the Asset ID must include the word “E-rate” as an ID suffix, e.g., DOE-XX#####-E-rate
  - ||||| (barcode referring to the tag #)
  - Property of NYC Department of Education
  - Serial #: #####
  - Example tag:



A secondary tag with site specific, E-Rate year, FRN# and Application # information will also be required.



- **4.5 Component 3: IPDVS Break-Fix and Maintenance**

During school hours, knowing who on-premises is crucial for campus safety. Security cameras make it easier for security staff to keep track of and better understand who should or should not be on school property. IP Digital Video Surveillance will provide schools the capability to monitor interior hallways, entry doors and common area and exterior building and playground areas with cameras on Genetec's Security Center Software a Video Surveillance Management System (VMS). The ongoing Internet Protocol Digital Video Surveillance (IPDVS) Program was initiated in 2005. As of February 1, 2022, IPDVS has been successfully implemented in 789 buildings serving 1,031 DOE schools with 34,220 cameras online.

- ***Please refer to Section 4 - of NYC DOE DIIT School Standards.***

1. Vendor to install VMS on a server, cameras, network switches, electrical and low voltage wiring with conduit (interior and exterior) in compliance with NYCDOE DIIT School Standards:
  - All wiring (Category 6 cable, control, low voltage, and power) shall be installed in metal raceway or cable tray. The wiring in cable tray shall be plenum rated. Category 6 wiring within the MDF/IDF telecommunications room shall not be enclosed in metallic conduit between the IPDVS server cabinet and the cable entry point. All wiring shall be installed according to the National Electrical Code.
  - Category 6 cabling infrastructure for video, power and control signaling.
  - The wiring and schematic diagrams of the wiring system as proposed to be installed.
  - Coordinated rack/cabinet plans and elevations of main equipment room and each telecommunications closet identifying the locations, dimensions of all terminating hardware provided by this contractor.
2. Vendor to install POE switches, Fiber and Ethernet, MDF and IDF in compliance with NYC DOE DIIT School Standards
  - All station (camera or workstation) side terminations of permanent link cable segments shall terminate to a Category-6 female jack. The Cat6 jacks shall be mounted in a faceplate for workstations or a biscuit jack within the camera interface enclosure box for cameras.
3. Vendor to install and configure IPDVS Server in compliance with NYCDOE DIIT School Standards
  - The IPDVS server is a server provided by the IPDVS program during the initial installation or during a technical refresh upgrade for the dedicated purpose of accessing the Security Center application.
  - All video surveillance installations are implemented through a centrally coordinated capital program at no charge to the participating schools. The Internet Protocol Digital Video Surveillance (IPDVS) systems are network-based with digital video archived to secure servers. The systems are maintained through the Division of Instructional and Information Technology DIIT's comprehensive technical support program.

- IPDVS equipment can be installed in existing Classroom Connect, Telco or any other MDF and IDF cabinets or racks.
4. Vendor to install and configure MVS and Admin Desktops in compliance with NYCDOE DIIT School Standards
    - The IPDVS MVS is a workstation provided by the IPDVS program during the initial installation or during a technical refresh upgrade for the dedicated purpose of accessing the Security Center application. This workstation must be placed on the IPDVS VLAN without exception and will not have access to the internet, E-mail, ATS or other networks or applications
    - Security Center Sites
      - The MVS should only run Windows 10 - 64 bit
      - No other OS is supported
      - Disable wireless card, IPDVS does not support using Wi-Fi
    - The IPDVS application may be installed on one charter school workstation meeting these conditions:
      - The machine meets or exceeds the minimum workstation specifications.
      - The machine is a supported workstation platform.
    - Restrictions:
      - The charter school viewing station must be configured with a static IP address on the IPDVS VLAN.
      - The workstation must be dedicated solely to IPDVS viewing. The machine will not have access to the internet, email or other networks.
    - Console for main Viewing Station (when design includes a console)
    - Vendor to upgrade up to 7 administrative desktops in schools
  5. Vendor to install IPDVS standard IP Cameras in compliance with NYC DOE DIIT School Standards
    - Digital Dome Fixed Cameras (Purchased by the Authority)
    - Digital Dome PTZ Cameras with Midspan (Purchased by the Authority)
    - Digital Dome 90-degree Corner Cameras (Purchased by the Authority)
    - Digital 180/360 Single Lens Camera-Short Throw Cameras (Purchased by the Authority)
    - Digital 4-Way Cameras (Purchased by the Authority)
    - Mounting brackets, adaptors, and accessories for the installation of cameras.
    - Mounting details for typical indoor/outdoor fixed and PTZ cameras
  6. Hybrid Solution Install – Vendor to install IP camera within Analog site. The vendor will, where possible, install a new switch as well as run ethernet fiber cabling. As well as upgrade IPDVS Server and IPDVS workstation.
  7. Site Survey – Will be performed, and plans approved of, prior to any work being started
    - 7.1. Questions asked during the survey:
      - Camera location and coverage
      - Where will the camera be installed
      - Is there a better location for this camera?
      - What camera type works best in this area?
    - Provide notes and photos if a camera cannot be installed in a certain location due to potential obstructions such as conduits, light fixtures, exit signs, low ceilings, etc.
    - Submit camera location and expected field of view (FOV).
    - Make notes of camera accessories that may be required.
    - If the existing cable run exceeds standards, then a new cable run will be required. (Cable Run cannot exceed 295 ft and must pass CAT6 cable certification).
    -
    - **Please refer to Section 4 of NYC DOE DIIT School Standards.**

**Safer Access-**

The Safer Access Door Locking System is a safety initiative to secure our school buildings; the project is installing panic buttons, electronic door locking mechanisms, and intercom cameras to all NYC Public Schools (1300+ school buildings). The purpose of the program is to install safety mechanisms that will lock down the school outside of school entry and dismissal that help to prevent the occurrence of an active threat and mass shooting. The program has been mandated by the Mayor's Office and complies with New York State's Alyssa Law. After completion, the program will provide greater security to all 1300+ schools, allowing for greater screening of all visitors to schools as well as giving each school rapid communication to authorities and emergency responders in the event of an emergency. Vendor to install an electronic door locking mechanism, intercoms, panic buttons, answering unit display, system control drawer, needed wiring, and integrate these system components into the IPDVS video management system.

Install Signage regarding video surveillance at location provided on drawings

- Vendor to provide schools and personnel (2) four hour training sessions after installation in regard to using the surveillance system and the video management software.

**IPDVS Maintenance and Repair**

As part of the IPDVS project, continual maintenance and repair of existing cameras and associated equipment is required. All service work must come with a 90 day warranty on workmanship. All service must incorporate the scheduling, project management, reporting of service work and permit costs, See below for associated services pricing sheet explanation:

***Section C - IPDVS Maintenance- Pricing Sheet item descriptions:******Dispatched Field Services***

**C1 – Initial Service Cost:** This service is to dispatch a technician, examine a site, diagnose an issue, and supply a quote on what the needed repairs should be. This flat rate cost is inclusive of all time required to diagnose the issue.

**C2 - Replace 1 Cameras - Per Camera:** This is to replace and install a new IPDVS Internal/External Fixed or PTZ Camera includes Integration- These are schools that will require IPDVS Cameras be replaced and configured inside and outside the building. This integration costs should include the setup of the new fixed or PTZ Camera, verifying Camera has latest firmware and configuration, re-terminate/re-punch the cable at the camera end and the patch panel end, proper alignment and focus of IPDVS camera the necessary patch cables (Copper) needed to connect to the network and validation that the camera is working with the IPDVS system as intended. These costs should include all hourly technician costs required to perform the tasks. All cables and permit cost needed to cover the work being done.

**C2A - Replace 2 to 5+ Cameras - Per Camera:** This is to replace and install 2 to 5 or more new IPDVS Internal/External fixed or PTZ Camera includes Integration- These are schools that will require IPDVS Cameras be replaced and configured inside and or outside the building. This integration costs should include the setup of the new fixed or PTZ Camera, verifying Camera has latest firmware and configuration, re-terminate/re-punch the cable at the camera end and the patch panel end, proper alignment and focus of IPDVS camera the necessary patch cables (Copper) needed to connect to the network and validation that the camera is working with the IPDVS system as intended. These costs should include all hourly technician costs required to perform the tasks. All cables and permit cost needed to cover the work being done.

- C3 - Repair 1 Camera - Wiring, plastic dome, Lense replacement - Per Camera:** This is to repair 1 Camera that are non-functioning includes testing wiring, reterminating the cable, replacing plastic dome and lens and reconfiguring the camera to functioning service. These costs should include all hourly technician costs required to perform the tasks. All cables and permit cost needed to cover the work being done.
- C3A - Repair 2 to 5+ Cameras - Wiring, plastic dome, Lense replacement - Per Camera:** This is to repair 2 to 5+ Cameras that are non-functioning includes testing wiring, reterminating the cable, replacing plastic dome and lens and reconfiguring the camera to functioning service. These costs should include all hourly technician costs required to perform the tasks. All cables and permit cost needed to cover the work being done.
- C4 - Focus 1 to 3 Cameras - Per Camera:** This is to focus 1 to 3 existing IPDVS Internal/External fixed or PTZ Camera that need to be refocused. These costs should include all hourly technician costs required to perform the tasks.
- C4A - Focus 4 to 7+ Cameras, Per Camera:** This is to focus 4 to 7+ or more existing IPDVS Internal/External fixed or PTZ Camera that need to be refocused. These costs should include all hourly technician costs required to perform the tasks.
- C5 - Focus, Alignment, Dome Replacement - 1 to 7 Cameras, Block of Cameras up to 7:** This is to focus, align camera and if needed replace dome cover for 1 to 7 existing IPDVS Internal/External fixed or PTZ Camera that need to be realigned, refocused and if a new dome cover is needed to replace a dome cover that was defaced, damaged or scratched up. These costs should include all hourly technician costs required to perform the tasks. DOE will provide the Dome if required.
- C5A - Focus, Alignment, Dome Replacement- 1 to 7 Cameras (Second Shift), Block of Cameras up to 7:** This is to focus, align camera and if needed replace dome cover for 1 to 7 existing IPDVS Internal/External fixed or PTZ Camera that need to be realigned and refocused. These costs should include all hourly technician costs required to perform the tasks. DOE will provide the Dome if required.
- C6 - Focus, Alignment, Dome Replacement - 8 to 20 Cameras, Block of Cameras up to 20:** This is to focus, align camera and if needed replace dome cover for 8 to 20 existing IPDVS Internal/External fixed or PTZ Camera that need to be realigned, refocused and if a new dome cover is needed to replace a dome cover that was defaced, damaged or scratched up. These costs should include all hourly technician costs required to perform the tasks. DOE will provide the Dome if required.
- C6A - Focus, Alignment, Dome Replacement - 8 to 20 Cameras (Second Shift), Block of Cameras up to 20:** This is to focus, align camera and if needed replace dome cover for 8 to 20 existing IPDVS Internal/External fixed or PTZ Camera that need to be realigned, refocused and if a new dome cover is needed to replace a dome cover that was defaced, damaged or scratched up. These costs should include all hourly technician costs required to perform the tasks. DOE will provide the Dome if required.
- C7 - Focus, Alignment, Dome Replacement - 21 to 40 Cameras, Block of Cameras up to 40:** This is to focus, align camera and if needed replace dome cover for 21 to 40 existing IPDVS Internal/External fixed or PTZ Camera that need to be realigned, refocused and if a new dome cover is needed to replace a dome cover that was defaced, damaged or scratched up. These costs should include all hourly technician costs required to perform the tasks. DOE will provide the Dome if required.

- C7A - Focus, Alignment, Dome Replacement - 21 to 40 Cameras (Second Shift), Block of Cameras up to 40:** This is to focus, align camera and if needed replace dome cover for 21 to 40 existing IPDVS Internal/External fixed or PTZ Camera that need to be realigned, refocused and if a new dome cover is needed to replace a dome cover that was defaced, damaged or scratched up. These costs should include all hourly technician costs required to perform the tasks. DOE will provide the Dome if required.
- C8 - IPDVS Security Main Viewing Station Software Re-Installation/Re-Imaging of Workstation:** IPDVS Client Desktop re-installation of Genetec Software on existing workstation due to break/fix. If re-installation of software does not fix the issue, workstation should be re-imaged. Re-installation/Re-Imaging should include, verifying workstation has latest software patches, OS configuration, loading and configuration of IPDVS video management software.
- C9 - Daily Lift Rental – Scissor Type up to 30ft (first day), Per Day:** Cost for rental and operation for Scissor Lift Type up to 30ft to be used to repair, install, move/relocate camera. All permit costs needed to cover the work being done should be included.
- C9A - Daily Lift Rental – Scissor Type up to 30ft (each additional day), Per Day:** Cost for rental and operation for Scissor Lift Type up to 30ft to be used to repair, install, move/relocate camera for each additional day after first day. All permit costs needed to cover the work being done should be included. **C16 - Daily Lift Rental – Articulated Boom up to 45ft, Per Day:** Cost for rental and operation for Articulated Boom Lift Type up to 45ft to be used to repair, install, move/relocate camera. All permit costs needed to cover the work being done should be included
- C10 – Daily Lift Rental – Articulated Boom up to 45ft, Per Day:** Cost for rental and operation for Articulated Boom Lift Type up to 45ft to be used to repair, install, move/relocate camera. All permit costs needed to cover the work being done should be included
- C10A - Weekly Lift Rental – Articulated Boom up to 45ft, Per Week:** Cost for rental and operation for Articulated Boom Lift Type up to 45ft to be used to repair, install, move/relocate camera. All permit costs needed to cover the work being done should be included.
- C11 - Daily Lift Rental – Articulated Boom up to 65ft, Per Day:** Cost for rental and operation for Articulated Boom Lift Type up to 65ft to be used to repair, install, move/relocate camera. All permit costs needed to cover the work being done should be included.
- C11A - Weekly Lift Rental – Articulated Boom up to 65ft, Per Week:** Cost for rental and operation for Articulated Boom Lift Type up to 65ft to be used to repair, install, move/relocate camera. All permit costs needed to cover the work being done should be included.
- C12 – Service and reinstall a VPU (Video Processing Unit), Per VPU Unit:** Service to replace an existing VPU. DOE will provide units.
- C13 - Relocate camera, Per Camera:** This is to relocate and install 1 existing IPDVS Internal/External fixed or PTZ Camera includes Integration- These are schools that will require IPDVS Cameras to be moved and configured inside and outside the building. This integration costs should include the removal of old camera, and reinstallation setup of the fixed or PTZ Camera, verifying Camera has latest software OS and configuration, proper alignment and focus of IPDVS camera the necessary patch cables (Copper) needed to connect to the network and validation that the camera is working with the IPDVS system as intended. All cables and permit costs needed to cover the work being done should be included.



**C14 - Remove camera to temporary storage, Per Camera:** This is to remove 1 existing IPDVS Internal/External fixed or PTZ Camera and return the camera to DIIT (2 Metrotech, Brooklyn, NY) for safe keeping until work is completed.

**C15 – Repair Safer Access System Door Intercom – Per Door:** This is to repair/replace a non-functioning intercom, including the testing of wiring, reterminating the cable, reconfiguring the intercom to functioning service, integrating the intercom into the IPDVS video management system. Includes all cables and permit costs needed to cover the work being done, if needed DOE will furnish the intercom device.

**C16 – Repair Safer Access System Drawer (Cloud Link, Mercury Board, Life Safety) – Per Site:** This is to repair Safer Access Drawer (Cloud Link, Mercury Board, Life Safety), repair/ replace: Cloud Link, Mercury Board, and/ or Life Safety to functioning service. Includes all cables and permit costs needed to cover the work being done, if needed DOE will furnish the device.

**C17 – Repair Safer Access System - Door Strike – Per Door:** This is to repair/replace a non-functioning door strike to working order. Includes all cables and permit costs needed to cover the work being done, if needed DOE will furnish the door strike or mechanism.

**C18 – Repair Safer Access System: Panic Button – Per Button:** This is to repair/replace 1 to 2 non-functioning panic buttons to working order. Includes all cables and permit costs needed to cover the work being done, if needed DOE will furnish the panic device.

**C19 – Repair/ Replace Safer Access System - Answering Unit Display – Per site:** This is to repair/ replace (1) non-functioning Answering Unit Display to working order. Reconfiguring the Answering Unit Display to a functioning service, integrating the Answering Unit Display into the IPDVS video management system. Includes all cables and permit costs needed to cover the work being done, if needed DOE will furnish the display device.

**C20 – Repair/ Replace Safer Access System - ODSP wiring – Per run:** This is to repair/ replace 1 OSDP wiring runs. Includes installing the cable, testing wiring, and reterminating the wire (copper). This cable is run from Door intercom to access control panel and from panic button to intrusion alarm panel. All cables and permit costs needed to cover the work being done.

#### **Component 4: A/C Installation/Maintenance in MDF/IDF**

##### **Environmental Considerations**

The Vendor shall provide the NYCDOE with the information requested below

The NYCDOE requires installation of a stand-alone split air conditioning unit of 18K, 24K and 36K BTU installed in the MDF prior to System Soft Cutover. The size of the unit will be determined by the size of the room and its equipment within. The requirement is for a Slim Unit. Following the warranty period, the Vendor is required to provide remedial and preventative maintenance on the air conditioner.

**See DIIT Standards Section (Security and Environmental Concerns) on Page 36.**

- The scope of work of this contract shall include but not be limited to providing all labor, material and supervision required and necessary to test, maintain, repair, modify, make addition to and/or install ventilation and air conditioning systems, equipment, and components in any designated school and building under the jurisdiction of the Board of Education of City of New York when ordered to do so

in writing by DIIT or authorized representative. The following are some of the tasks which may be required.

- Inspect and diagnose, maintain and repair, install new air conditioning equipment including and similar equipment.
- Adjusts, thermostats, meters and other controls to ensure optimum operation.
- Perform various semi-skilled and skilled tasks on plumbing, electrical and pneumatic equipment incidental to the A/C repairs.
- Bring to the attention of the Contract Manager and the site Custodian any unsafe condition of equipment which may have resulted from an insufficiency of or improper maintenance work and propose remedial action.
- The contractor may be required to work on any type of air conditioning and/or ventilation system, as installed by the vendor and if the DOE request support on a pre-existing Air conditioning units, currently located within an MDF/IDF.

**Notes:**

**Section D of the Pricing Form identifies a set of Air Conditioning work, Installation and maintenance options. Contractors must provide a price for each of those options. All tasks should include reporting of testing as necessary, submission of project and program management documents, warehousing, asset tagging and creation or updating of AutoCAD Drawings, and all asset tracking records (newly installed assets/End of Life or disposed assets), etc. All New Installed AC units should come with 3 years of warranty and Maintenance, on the 4th year vendor will provide a yearly cost to maintain AC unit on a yearly basis. All associated costs should be included in the pricing.**

**Asset Data Exchange/Reports**

**Currently, all asset tracking reports are to be provided via API integration with the DOE system of record, which today is ServiceNow. Reporting will be performed by the Contractor, and requirements may change with future versions of a tracking system, or due to the DOE's ever-changing needs. Contractor must provide a daily report to DOE's database of record of all assets installed by the Contractor through this agreement. The report shall be as follows:**

- **Direct API Integration with DOE Hardware Asset Management System** - In addition to providing the data extracts as specified, the Contractor shall establish and maintain a direct API integration with DOE's Hardware Asset Management system, which is currently ServiceNow. The API integration shall allow real-time and automated transfer of asset data between the Contractor's asset tracking system and DOE's ServiceNow instance.
- **API Data Fields and Specifications** - The API integration shall adhere to the documented specifications provided by DOE, detailing the required data fields, data formats, authentication mechanisms, and endpoints necessary for successful data exchange. Any changes to the API specifications by either party shall be communicated and mutually agreed upon in writing.
- **Data Accuracy and Synchronization** - The Contractor shall ensure the accuracy and consistency of data exchanged through the API integration. Any discrepancies or data synchronization issues shall be promptly addressed and resolved by the Contractor. DOE reserves the right to perform periodic audits to verify the integrity of the data transmitted via the API.
- **Error Handling and Notifications** - The API integration shall include robust error-handling mechanisms to handle data transmission failures or errors. The Contractor shall implement

automated notifications to DOE's designated personnel in the event of data exchange issues requiring immediate attention.

- **Security and Access Control** - The Contractor shall implement industry-standard security measures for the API integration, including but not limited to encryption, access controls, and authentication protocols, to ensure the confidentiality and integrity of the data transmitted between systems.
- **Testing and Validation** - Prior to deploying the API integration into production, the Contractor shall conduct thorough testing and validation to ensure the seamless and accurate transfer of data. The testing process shall include functional testing, performance testing, and validation of the data against the agreed-upon data specifications.
- **Support and Maintenance** - The Contractor shall provide ongoing support and maintenance for the API integration to address any issues or updates that may arise during the contract period. DOE shall be promptly notified of any planned maintenance that may impact the data exchange process.

## Reports

- The Contractor will be responsible for keeping and providing the DOE with an up-to-date asset tracking report of items installed through this contract. A monthly asset tracking report will be delivered to the DOE Deployment Team on the 1<sup>st</sup> of each month by 4pm EST. If the 1<sup>st</sup> is a weekend or a federal holiday the report will be submitted to DOE by the next working day. At a minimum, the following information must be recorded:
  - Project Name
  - NYC DOE PO number
  - Site ID, floor and room number
  - Address equipment was delivered
  - Date the equipment was delivered
  - Device Type
  - Manufacturer
  - Install Date (if different from delivery date)
  - Warranty Start and End Dates
  - Model
  - Asset Tag number
  - Serial Number
- The monthly asset tracking report provided to the DOE will be provided through the API exchange.

## COMPONENT 5: Receipt and Storage of Hardware

If the Contractor is to receive any Hardware, the Contractor must have access to a licensed warehouse or appropriate storage facility. The warehouse or storage facility must have insurance adequate to cover the total amount of any inventory losses that may be suffered by DOE, including without limitation, coverage for inventory damage, disappearance, and employee infidelity.

Contractor will be solely responsible for items under the control of the Contractor, which shall include items that may be under the control of or in the warehouse of a third party engaged by the Contractor. Because delays in deployment of network equipment may affect money received from the federal government, within 30 days of damage to or loss of any items in Contractor's possession, Contractor will replace items that are damaged or lost at no additional cost to DOE, including, but not limited to those damaged or lost due to flooding, which is a known hazard. To ensure that such replacement can be made, the Contractor will establish agreements with all DOE Device and equipment contractors listed in this solicitation, and with any new such contractors as may be engaged by DOE during the term of any agreement resulting from this solicitation, and the agreements shall specify that delays due to insurance adjustors or technical difficulty between the parties will not affect the 30 day replacement requirement.

The cancellation or termination of this Agreement by either party shall not affect the insurance coverage for losses occurring during the term of this Agreement.

Maintain a record of all items received and provide DOE with information on the type and number of items received within two business days of their receipt. Information must be in electronic format as will be specified by DOE (e.g. MS Excel, csv, Web site, etc.)

#### **COMPONENT 6: Delivery**

Contractor will be responsible for coordinating delivery schedules with DOE sites. Deliveries may consist of single items or multiple items. Items may be floor-loaded or delivered on pallets, depending on the quantity ordered for a specific project. Contractors need to understand that sites may occupy buildings with multiple floors, with equipment needing to be installed at any or all floors. Access to elevators may not always be an option, so arrangements for deliveries must be made in advance. All deliveries and installations must be "white glove", with all packaging and rubbish being removed from the site and disposed of by the contractor.

DOE is the administrative entity for New York City School System, with approximately 1,800+ locations, including schools and administrative offices throughout the five boroughs. Deliveries may be made to any of these facilities in any of the boroughs with the contractor responsible for delivery to the borough awarded to them, unless a written request is made by DOE.

The Contractor will be responsible for delivery from Contractor's storage facility to the site. Storage costs can be minimized by careful scheduling of deliveries. Items may not be stored at a school without prior written approval by the school principal or his/her designee, in which the school principal or his/her designee agrees to provide a secure storage facility and take ownership of the items at the time of delivery.

#### **Physical Delivery of Goods**

- (a) It is the Contractor's responsibility to arrange the date and time of delivery to a school by contacting the appropriate individual's at the school.

- (b) A single building may contain multiple schools, each with separate delivery and administrative requirements.
- (c) Deliveries made to schools must be made to specific rooms and locations within each building. Not every building has elevators.

#### Liquidated Damages

- (d) DOE will review the Contractor's service levels monthly. Contractor recognizes that the installation/integration services to be purchased under this Agreement are necessary for the NYC schools and that timeliness of services is critical to ensure the most productive use of the school year.
- (e) To be eligible for E-rate program support, eligible services must be received during a specific period of time related to the particular funding year for which discounts are requested. In accordance with E-rate Program Rules, non-recurring services (such as these services) must be delivered and installed between July 1 of the relevant funding year and September 30, following the June 30 close of that funding year (i.e., 15 months after the beginning of the funding year). All integration work begun by the Contractor before the June 30 close of a funding year must be completed by September 30.
- (f) In order to prevent extended interruptions to network services at schools:
  - (i) Wireless upgrades: A school cannot be without Wireless for more than one calendar day. If the Contractor cannot complete the work associated with cabling and refreshing the wireless network overnight, the Contractor may be subject to a penalty for each day after one calendar days of wireless service being down. The vendor will be assessed a penalty of 10% of the total wireless integration cost per school for each day past the one calendar day deadline.
  - (ii) Integration outages: A school cannot be without network services for more than one day while the Contractor is integrating all network devices. If the Contractor cannot complete all integration tasks operational within that timeframe, the Contractor may be subject to a penalty for each day after the one day that the school is without a network connection to its administrative office and instructional classrooms. The vendor will be assessed a penalty of 10% of the total integration cost for each day past the one calendar day deadline.
  - (iii) Server installation: A school cannot be without services which the server provides for more than one day. If the Contractor cannot complete server integration within that timeframe, the Contractor may be subject to a penalty for each day after the first day that the school is left without the services that the server provides. The vendor will be assessed a penalty of 10% of the total server integration cost for the school building for each day past the one-day deadline.

Contractor will not be held responsible if unable to complete services for reasons beyond Contractor's reasonable control, and occurring without Contractor's fault or negligence, such as failure of DOE contracted suppliers of equipment, failures of telecom carriers, failures of utilities or other party reasonably outside contractor's control. Notwithstanding, as a condition to the claim of non-liability, the Contractor shall give DOE prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are

scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

#### **COMPONENT 7: Documentation and Knowledge Transfer**

Update the As-Built Documentation and AutoCAD drawings and provide the updated documents to the QA/Engineering support or to the person designated by the Deployment team as applicable.

Provide electronically to the Deployment Manager or, if directed by the Deployment Manager, to each principal or site supervisor, all documentation that may be included with each item installed at the site.

On completion of work, submit to the Deployment Team written approval from the school principal confirming that work has been completed at the assigned location.

Documentation and reporting needs may change, need to be adjusted or added to, throughout the entirety of the contract. The Vendor needs to be able to adjust as necessary at no additional cost increase to the DOE.

#### **COMPONENT 8: General Project Management**

DOE and the Contractor shall mutually develop a "Program Binder", which shall describe, among other things, the manner in which the Contractor shall perform services, the roles and responsibilities of the resources to be used, reporting and reviewing guidelines to the extent not expressly described elsewhere in the Agreement, Contractor problem management and escalation procedures, documentation to provide further details of activities undertaken in completion of each Project, and other reports reasonably requested by DOE. Deliver for DOE's approval an initial version of the Program Binder no later than 90 days after the Commencement Date. Upon DOE's approval, the Program Binder shall be deemed incorporated into this Agreement. The Program Binder shall be reviewed on a continuous and reasonable basis and, if DOE and the Contractor agree in writing, modified to better fit DOE's then current business requirements

Contractor work force

(g) Project Manager – within 15 days of registration of this Agreement by the New York City Comptroller, designate a qualified Project Manager to serve as the day-to-day liaison with DOE for the purposes of this Agreement. The Project Manager will be authorized to answer all questions posed by DOE and other contractors regarding a Project, and other parties shall be entitled to rely on such information as conveyed by the Project Manager. The Project Manager will meet with the Deployment Team weekly or as otherwise agreed to with the team to provide updates on all Projects, review problems, and otherwise

(h) Contractor employees – the Contractor agrees and will ensure that:

(i) All work will be undertaken only by Contractor employees or individuals under Contractor's direct supervision and control who are engaged to perform such services pursuant to contracts that include appropriate non-disclosure and other covenants sufficient to satisfy Contractor's obligations under this Agreement. Contractor is solely responsible for scheduling, monitoring, and management of

Contractor personnel and is responsible for ensuring sufficient personnel to complete the tasks set forth in this solicitation.

- (ii) Each member of the workforce will comply with the terms of this Agreement, and will be present, punctual and prepared to perform all services described in this Agreement, will furnish all required identification documentation when entering a work site, and comply with the security and administrative policies of both DOE and each site, which may include in-person fingerprinting by DOE of individuals who will work with confidential data. Applicable to Contractors / Non-DOE external agency staff (including those affiliated with after-school programs, consultants, contractors; excludes therapists & nurse titles) more information can be found on the DOE Human Resources page of the DOE website: <http://schools.nyc.gov/Offices/DHR/Fingerprinting+Employee+IDs+and+Smart+Cards.htm>
- (iii) Due care and diligence will be used to screen and select all members of the workforce, each individual will be verified to be legally authorized to work in the United States. DOE reserves the right to request legally mandated Contractor-held documentation attesting to the same.
- (iv) Sole responsibility for the work, employment, direction, discipline, compensation and benefits of the workforce rests with the Contractor and All members of the workforce shall have appropriate levels of experience and shall be adequately trained to provide the services required under this Agreement.
- (v) If notified in writing that, in the opinion of DOE, any employee of the Contractor is incompetent or otherwise unfit to work at a DOE site, Contractor will remove the employee immediately on such notice from working at any DOE site and not again employ such person in the performance of work under this Agreement.

#### Personnel Security Requirements

Other than delivery personnel, all Contractor personnel who work in any DOE or school building will be required to meet security requirements specified by DOE, which may include fingerprinting and criminal background checks.

Contractor will undertake any additional tasks not listed in this solicitation, but that are reasonably required to provide the services requested.

### **COMPONENT 9: Prevailing Wage Rate Applicable**

#### Proposal Submissions

Bidders must submit proposals which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the proposal require the Bidder to enumerate hourly wage rates in the proposal, Bidders may not submit proposals based upon hourly wage rates and supplements below the applicable prevailing wage rates which are contained in the Comptroller's Labor Law 220 schedules.

#### Wage Rate Payments / Changes During Contract Term

The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

#### Public Posting & Certified Payroll Records

Contractors and subcontractors on public works projects and public building service contracts and all other covered employers must maintain certified payroll reports specifying, among other things, the hours worked, the trade classification, and the wages and benefits received by each covered employee.

Employers should also have their covered employees sign in and out of the job site on sign-in sheets which specify the name, trade classification and time in and out for each employee.

Contractors and subcontractors on public works projects must specify the applicable trade classifications and prevailing rates of wage and benefits for their covered employees on their pay stubs. If the required information will not fit on the pay stub, an accompanying sheet or attachment with the rate and classification will suffice.

In addition, contractors and subcontractors on public works projects must post a notice at the beginning of the performance of every public work contract at each job site that includes a statement informing construction workers of their right to contact the Office of the New York City Comptroller if the worker believes he/she did not receive the proper prevailing wage or supplements for his/her particular job classification. This notice must also be distributed to covered employees with the first paycheck after July first of each year.

### COMPONENT 10: Subcontracting

Prior to the commencement of work, the contractor must provide a list of all the subcontractors providing Services or materials to a value greater than or equal to \$100,000 for this RFP or the City of New York for the past 12 months.

#### General

A portion of the work may be subcontracted only with the prior written approval of DOE and in accordance with the requirements stated in this solicitation. All subcontracts must conform to all DOE and other New York City contracting requirements, including submission of VENDEX forms. Whether or not work is subcontracted, the Contractor:

- (i) Will be the sole point of contact with DOE;
- (j) Is solely responsible for management of its subcontractor relationships; and
- (k) Is solely responsible for all deliverables and for the provision of required goods and services under the Agreement.

#### Subcontractor staff

Subcontractors' staff may be required to meet DOE requirements regarding security, which may include in-person fingerprinting by DOE of individuals who will work with confidential data.

### COMPONENT 11: Warehousing



Contractor may provide their own facilities for receipt, storage, handling, and delivery of equipment or may subcontract such services. Contractors intending to subcontract the warehousing must include the following as part of the proposal submission to DOE, the same information (B-F) must be provided if the Contractor is not subcontracting.

Identity of the Subcontractor – include the name of the subcontracting organization, the state in which it is organized or incorporated, the business address of the subcontractor, the address of the facility where the items will be held. Complete the Subcontractor Information Page following the Signature Page.

Building Details – provide evidence to demonstrate that the warehouse will have sufficient space and manpower to manage the receipt, storage, and handling of Devices. Provide information regarding: the building's size in square feet, year built, type of sprinkler system and sprinkler density, building security, whether the facility is in a Federal flood zone, address of the property.

Insurance – provide evidence that warehouse has insurance adequate to cover the total amount of any losses that may be suffered by DOE, including any loss due to delay of the network deployment and without limitation, coverage for inventory damage or disappearance and employee infidelity. The cancellation or termination of this Agreement by either party shall not affect the insurance coverage for losses occurring during the term of this Agreement.

Licensing – include evidence demonstrating that, if required by law or regulation, the warehouse facility is licensed for the receipt and handling of the type of items contemplated by this solicitation,

Handling – provide evidence that the facility has the ability to: capture serial numbers for each item to be handled and shipped, accept deliveries whether floor-loaded or on pallets, manage inbound shipments that arrive by piece, pallet, or container, manage outbound shipments by piece or pallet and to multiple locations. Specific order configurations will vary by shipment and Project.

Records and Reports – include an example of reports that have been used for similar services, showing that the facility has the ability to keep records of shipments both with and without electronic serial number capture; to provide online inventory visibility by SKU; and to provide downloadable reports in Excel or other format by inbound receipts, outbound shipments, and adjustments.

## **COMPONENT 12: Delivery Subcontracts**

Contractors intending to subcontract the delivery of items must include the following as part of the submission to DOE:

Name of the courier service (may be the same firm offering warehousing services).

Insurance – evidence that any service carrying any DOE equipment be fully insured for any loss or damage to its property for the full and immediate replacement value of all items lost or damaged and that DOE be indemnified against any claims that may arise from any event during the shipment of the DOE equipment.

Evidence that the service will be able to provide full reports on shipment, ship date, quantities shipped, serial numbers of items, signed proof of delivery

## **COMPONENT 13: Subcontractor coordination**

A single subcontractor may be engaged to provide both warehousing and delivery services. For each subcontractor included as part of the proposal, include information on the manner in which orders will be communicated to the warehousing and delivery services. The order must be in writing (email, fax, or personal delivery) and must include provisions for recording the ship date, quantities of items shipped, and serial numbers of items shipped.

Other than those subcontractors named in response to this solicitation, no part of the Agreement may be subcontracted without prior written approval of DOE.

Contractor is fully responsible for coordination, dispute resolution, and general management of all services provided by any subcontractors, who may be required to complete VENDEX and all other DOE-required forms and who may otherwise be subject to the terms of this Agreement.

The Contractor shall be fully responsible to DOE for the acts and omissions of any subcontractors and shall remain primarily liable for the successful performance of services and delivery of products in accordance with the Agreement.

#### **COMPONENT 14: Disaster Recovery and Business Continuity**

As an attachment to be incorporated into the final agreement, the proposer/contractor must submit a separate "Disaster Recovery Plan" subject to reasonable approval by the DOE.

A "Disaster" means any unplanned interruption of the Services and/or Products of more than forty-eight (48) consecutive hours duration that materially affects the ability of the Contractor to provide the Services and Products according to the awarded contract. In the event of a Disaster, the Contractor shall implement the Services expressed in the Disaster Recovery Plan. The Disaster Recovery Plan shall include an alternative site to support the Services and/or Products in the event of a Disaster requiring such relocation. Such alternative site may be a site owned and operated by a Third Party not affiliated with, or related to, the Contractor or its Affiliates. The Contractor shall move the affected portion of the Services and Products to the alternative site as expeditiously as possible. During a Disaster, optional or on-request services to any other of the Contractor's customers shall be provided by the Contractor only after stabilizing the provision of the Services and Products and only to the extent that there remains adequate additional capacity therefore at the alternate site.

#### **COMPONENT 15: Disengagement Plan and Contract Termination Transition Services**

As an attachment to be incorporated into the final agreement, the proposer/contractor must submit a separate "Disengagement Plan" subject to reasonable approval by the DOE.

The Contractor shall achieve a complete transition of the Services and Products being terminated from the Contractor and the Subcontractors to the DOE, or to any replacement provider designated by the DOE, without any interruption of or adverse impact on the Services and/or Products or any other services furnished by Third Parties (herein expressed as "Disengagement") in accordance with and subject to the Disengagement Plan. To the extent and in the manner set forth in the Disengagement Plan: **(i)** the Contractor shall cooperate with the DOE and any new service provider and otherwise promptly take all steps required to assist the DOE in effecting a complete Disengagement; **(ii)** the Contractor shall provide all information regarding the Services and Products or as otherwise needed for Disengagement including, but not limited to, data conversion, interface specifications, and related professional services; and, **(iii)** the Contractor shall provide for the prompt and orderly conclusion of all work, as the DOE may direct, including, but not limited to, completion or partial completion of projects and/or

orders for Services and/or Products, documentation of work in process, and other measures to assure an orderly transition to the DOE or its designee.

The disengagement period (herein expressed as “Disengagement Period”) shall begin: (i) three (3) months prior to the expiration of the Term, or (ii) if the DOE shall terminate this Agreement or any portion of the Services and/or Products prior to the expiration of the Term, upon receipt of a termination notice by the Contractor. The Contractor’s obligation to provide the Disengagement Services shall not cease until the Contractor shall have completed a Disengagement consistent with and in accordance to the Disengagement Plan that is reasonably satisfactory to the DOE which may include, but is not necessarily limited to, the performance by the Contractor of all asset-transfers and other obligations of the Contractor provided in this Paragraph, until the phase-out by the DOE of all of the Contractor’s Services and Products and the transition to a successor, Third Party contractor’s replacement services and products, or until the end of the period set forth in the Disengagement Plan, whichever shall occur last.

Cost of Disengagement Services. All Disengagement Services shall be performed by the Contractor at no additional cost to the DOE substantially beyond the estimated amount of money that the DOE shall have authorized in the Request for Authorization for total expenditure under the awarded Agreement. The Contractor shall remain obligated to provide the Disengagement Services for so long as provided for in the Disengagement Plan, at rates that are the lower of: (i) the applicable rates set forth in the awarded Agreement (including, but not necessarily limited to, the **BAFO** and/or **Proposal**), or (ii) eighty percent (80%) of Contractor’s best commercially-available rates for similar Services and/or Products to other comparable governmental customers.

#### **COMPONENT 16: Post-Term Access to Contractor’s Data, Reports, Online Information, etc., for E-Rate Audit Purposes**

In addition to making available the Contractor’s data and information during the Term as required by the awarded Agreement for , the Contractor will make available and afford a subscription to, for a period of ten (10) years after the end of the Term, all online and paper information stored about DOE operations, for the purposes of (a) audits and/or research pertaining to the use of the Services and Products, (b) audits of the Contractor’s Services and Products hereunder, (c) filing of E-rate Program funding and/or reimbursement claims with the Federal government and/or other funding sources, (d) supplying funding and/or reimbursement claims information in response to any audit by a Third Party (e.g., a governmental agency), and/or (e) undertaking transition to a different contractor after termination of this Agreement. The Contractor’s obligation in the preceding sentence shall be without any additional cost to the DOE. The Contractor does hereby grant to the DOE a fully paid up license to use Contractor’s online services including, but not limited to, all associated software, and all information stored therein that is relevant under this Agreement for the duration of the Term and for a period of ten (10) years thereafter, for the purposes of (a) audits and/or research pertaining to the use of the Services and Products, (b) audits of the Contractor’s Services and Products hereunder, (c) filing of E-rate Program funding and/or reimbursement claims with the Federal government and/or other funding sources, (d) supplying funding and/or reimbursement claims information in response to any audit by a Third Party (e.g., a governmental agency), and/or (e) undertaking transition to a different contractor after termination of this Agreement. The Contractor’s obligation in the preceding sentence shall be without any additional cost to the DOE. The DOE shall use all commercially

reasonable efforts to maintain the security of such information during and after any such post-Term use of the Contractor's website and/or Services and Products.

### WCAG 2.0 Checklist Level AA (Intermediate)

Guideline	Summary
<a href="#">1.2.4 – Captions (Live)</a>	Live videos have captions
<a href="#">1.2.5 – Audio Description (Pre-recorded)</a>	Users have access to audio description for video content
<a href="#">1.4.3 – Contrast (Minimum)</a>	Contrast ratio between text and background is at least 4.5:1
<a href="#">1.4.4 – Resize Text</a>	Text can be resized to 200% without loss of content or function
<a href="#">1.4.5 – Images of Text</a>	Don't use images of text
<a href="#">2.4.5 – Multiple Ways</a>	Offer several ways to find pages
<a href="#">2.4.6 – Headings and Labels</a>	Use clear headings and labels
<a href="#">2.4.7 – Focus Visible</a>	Ensure keyboard focus is visible and clear
<a href="#">3.1.2 – Language of Parts</a>	Tell users when the language on a page changes
<a href="#">3.2.3 – Consistent Navigation</a>	Use menus consistently
<a href="#">3.2.4 – Consistent Identification</a>	Use icons and buttons consistently
<a href="#">3.3.3 – Error Suggestion</a>	Suggest fixes when users make errors
<a href="#">3.3.4 – Error Prevention (Legal, Financial, Data)</a>	Reduce the risk of input errors for sensitive data

### Minimum Client Platform Requirements

Applications should be developed to support versions of the following web browsers released within the last two (2) years:

- A. Microsoft Edge
- B. Google Chrome
- C. Apple Safari

The application must function on machines with the following specifications:

- A. Microsoft Windows 10 version 21H1 and higher with 4GB RAM and at least two CPU cores
- B. Apple Macintosh with OS 12 (Monterey) and higher
- C. iOS 16 and higher
- D. Android 13 and higher
- E. Chromebooks running ChromeOS 101 and higher

The application may not use client-side Java or Flash.

### Performance

Performance should be acceptable using wireless or wired connections.

Applications should perform over wireless cellular networks using personal hot spots and broadband cards.

### **Solution Documentation**

The following information must be provided for the web-based application:

Service-level agreements (SLAs) for application and service availability.

Data backup and recovery commitments including Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO).

### **Compliance with NY State Policy and NYCDOE Guidelines**

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified, or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by the NYCDOE's Division of Instructional and Informational Technology Program Management Office and/or the Digital Communications office and the results of such testing must be satisfactory to the NYCDOE before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

### **License and Ownership**

Proposer must represent and warrant that the license to any software it proposes to provide under any contract entered into as a result of this solicitation conforms in all respect with the software specifications and that it has the authority to license the software.

Proposer must transfer, assign, and convey a nonexclusive, perpetual and irrevocable license for any and all materials delivered under any contract that is entered into as a result of this solicitation to the NYCDOE, free and clear of any liens, claims or other encumbrances, The NYCDOE may use any work product prepared by the proposer in such manner, for such purposes, and as often as the NYCDOE may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the contractor.

The NYCDOE may consider other licensing and/or ownership arrangements at its discretion.

The NYCDOE would retain ownership of all data.

Upon request by the NYCDOE, the Proposer shall provide a copy of the software license for any software that the Proposer includes in its proposal.

Any data, reports, evaluation documents, work papers, notes, correspondence, visual and/or sound recordings, and other forms of documentation generated under any contract entered into as a result of this solicitation, as well as any materials the Proposer is required to furnish the NYCDOE, including drafts and reproduction copies thereof, shall be the exclusive property of the NYCDOE.

Upon request by the NYCDOE, the Proposer shall deliver all materials to the NYCDOE. Except in connection with the performance of its obligations under any contract entered into as a result of this solicitation, the Proposer shall not publish, cause or allow to be published, or license the use or re-use of all or any portion of the above-expressed documentation and/or recordings without prior written approval from the Chancellor or his/her designee(s). The Proposer may otherwise keep copies of such materials for internal use in connection with performance of any contract entered into as a result of this solicitation only.

### **End-User License Agreement**

Any end-user license agreement, “clickwrap,” “click-through,” “click and accept,” “web-wrap,” or other form of agreement requiring the individual user to accept terms in order to use or benefit from the Services herein shall not be enforceable by the Contractor and shall be non-binding and null and void as against any individual user, including, but not limited to, a student, a parent/guardian, a teacher, or any other NYCDOE employee. Contractor agrees that all terms and conditions regarding the Services are contained within the Agreement between the Contractor and NYCDOE.

## **SECTION. 5 REQUIREMENTS**

Contractor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the DOE, USAC and any agency or entity administering the E-rate Program to ensure the DOE receives all of the E-rate funding for which it has applied or intends to apply and to which it is entitled in connection with Contractor’s services and/or products. The Contractor must comply with all applicable E-rate Program Rules, including the following rules and requirements, as currently in force and as amended in the future by the FCC or USAC:

### **Lowest Corresponding Price**

Pursuant to E-rate Program Rules, Lowest Corresponding Price (“LCP”) is defined as the lowest price that the Contractor charges to non-residential customers who are similarly situated to the DOE. The Contractor must quote prices, warranties, conditions, benefits and terms that are at least equal or more favorable to DOE than the prices, warranties, conditions, benefits and terms currently quoted by the Contractor to any customer of similar size and industry that is located in the Contractor’s geographic service area (i.e., the area in which the Contractor is seeking to serve customers with any of its E-rate eligible services) (a “Similarly Situated Customer”) for the same or a substantially similar quantity and type of items or services described herein. The Contractor may not charge the DOE a price higher than the LCP for services described herein. Refer to <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for more information on the requirements relating to LCP.

The Contractor must ensure that during the period between the proposal submission date and the completion of the term of this contract, should the Contractor offer prices, warranties, conditions, benefits, and terms more favorable than those quoted herein, or provide changed

prices, warranties, conditions, benefits and terms more favorable than those quoted herein under a contract whose term commences after the proposal submission date with any Similarly Situated Customer, for the same or a substantially similar quantity and type of items or services, then the Contractor shall immediately adjust the pricing under this Agreement to provide the LCP to the DOE, and shall immediately provide notice to the DOE. Regardless of whether such notice is sent by the Contractor or received by DOE, this Agreement shall be deemed amended retroactively to the effective date of more favorable treatment, to provide the more favorable prices, warranties, conditions, benefits, and terms. DOE shall have the right and option to decline any such amendment.

If the Contractor is of the opinion that an apparently more favorable price, warranty, benefit, condition, and term quoted, offered or provided to a Similarly Situated Customer is not more favorable treatment, the Contractor shall immediately notify DOE in writing setting forth in detail the reasons why the Contractor believes the apparently more favorable treatment is not in fact more favorable treatment. DOE, after consideration of the written explanation may, in its sole discretion, decline to accept the explanation and there upon the terms will be at least equal to or more favorable to DOE than the prices, warranties, conditions, benefits and terms offered by the Contractor to any customer for the same or substantially similar quantity and type of item(s) and/or services as of the effective date of the revision.

The Contractor hereby authorizes the inspection, review and copying of contracts and documents that pertain or relate to the performance of this clause of the Agreement.

Failure to provide the LCP to the DOE shall be deemed a material violation of this Agreement by the Contractor.

### **Invoice and Payment**

The Contractor must agree to build and submit an E-rate customized 'split bill' upon acceptance of work completion: one invoice to the DOE for its non-discounted share of E-rate eligible services and non-eligible items, and an FCC Form 474, Service Provider Invoice ("SPI") (or any other form made necessary by the E-rate Program in the future), to USAC to request payment for the remainder of cost. The split bill must be itemized to detail services on a per school basis (allocated to the corresponding funding request numbers) for all schools that have received such services. If Contractor does not receive payment for the remainder of costs within 180 days of Contractor's submission of a valid SPI to USAC, Contractor may submit a written request for payment of the unpaid balance to DOE. Upon receipt of a written request for payment from Contractor pursuant to the terms of this Section 6.2, the DOE shall remit payment to the Contractor for such unpaid balance within 45 days of receiving the Contractor's written request for payment. Should the invoice not be calculated correctly, DOE may either reject the invoice or treat the invoice as proper only to the extent of the correct calculation of the amount.

The Contractor shall be solely responsible for timely filing invoices with USAC and understands and agrees that the DOE will NOT be liable to Contractor and Contractor shall have no recourse against the DOE for any discounted amount that Contractor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing or other Contractor omissions.

Contractor understands and agrees that DOE shall not be liable to Contractor and Contractor shall have no recourse against the DOE for any discounted amount that Contractor submits to USAC for payment if Contractor is at fault for USAC's refusal to pay.

Contractor shall accept from the DOE and/or USAC, as applicable, the amounts set forth in the Pricing Form or in any subsequent Task Order as full compensation for all costs and expenses of completing the work or delivering goods in accordance with the Agreement.

**Item 21**

The contractor should submit with response an Excel version of the Item 21 of FCC Form 471 in the format currently approved by USAC and the FCC. Vendors should ensure they can provide the current approved Item 21 from USAC in an excel format that can easily be uploaded into USAC's online system. The approved templates are available at <http://www.usac.org/sl/tools/forms/471-templates.aspx>. The contractor should comply with the Item 21 requirements and format on the USAC website, including but not limited to, all E-rate eligible services and equipment, make/model, quantity, price and any cost allocation, if necessary.

**Document retention**

Contractor shall maintain records related to the services being provided for ten (10) years from the last date of service.

Contractor must maintain and, upon request, provide to DOE staff, all of the information and documentation that the Contractor has or that Contractor reasonably can acquire that the DOE may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

Contractor must maintain and, upon request, provide to DOE staff, a detailed list/summary all submissions to USAC related to invoicing.

**Conflicts of interest**

Contractor shall adhere to the Conflicts of Interest Rules and Policies, which are hereby incorporated by reference as if fully attached hereto.

In accordance with policy adopted by DOE, any contract, agreement or order issued as a result of this solicitation is authorized subject to the Conflicts of Interest Rules and Policies. In the event that the contractor is, employs, retains, or engages the services of any employee of DOE in violation of the Conflicts of Interest Rules and Policies, the contractor shall have no claim in law and/or equity under the Agreement nor shall the contractor have any claim in law and/or equity against DOE or any DOE agent, servant or employee.

Contractor will provide certification that no person or entity with any affiliation with Willard "Ross" Lanham or Lanham Enterprises, Inc. from June 16, 2009 through the present, is employed by, or working under contract for, the Bidder and providing services to the DOE. For purposes of this provision, an "affiliation" means a situation in which a person, organization, or other entity is associated with Mr. Lanham or Lanham Enterprises as an employee, employer, subordinate, subsidiary, consultant, contractor, subcontractor, member, agent, supplier, or partner, or in any comparable capacity or has been so associated at any time since June 16, 2009, provided that there is not an affiliation merely as a result of Lanham's prior status as a consultant to the New York City Department of Education. If the Contractor is unable to make the requested Lanham certification, the contractor shall provide to the DOE a written explanation of the circumstances that prevent the contractor from doing so. The certification document at Attachment "Vendor - Lanham Certification" is to be included with the proposal submission.



**SECTION. 6 PROPOSAL REQUIREMENTS**

The NYCDOE requests that all proposals be typed on both sides of 8 ½" X 11" paper and that proposals be submitted on paper having at least 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length.\*

(\*Failure to comply with any of the instructions in the above paragraph will not, by itself, be considered non-responsive.)

The proposal must address all of the Scope of Services listed in Sections 4 and 5, above. And, using Appendices E1, E2, and F see (Sections 10.2 and 10.3 below), organize the proposal to address the following four sections:

Your proposal must fully address all of the Scope of Services listed in **Section 4**, above. Proposals will be evaluated on the basis of their content, not length. Using Appendices E1, E2, and F (also see **Section 6** below), organize your proposal to address the following four (4) sections.

**ORGANIZATIONAL CAPACITY (APPENDIX E1)**

In this section, Proposer must show evidence of adequate human, organizational, technical, and professional resources, and abilities to meet the needs of this RFP. Organizational capacity shall include compliance with NYCDOE and other relevant administrative and operating policies and procedures, in addition to the capacity to provide services. Include, but do not limit to the following:

An organizational chart of the overall company responding to this RFP. Include subcontractor(s) information, if any, within the organizational chart in **Appendix E1**. Be sure to designate information as subcontractor titles and not as the submitting organization's personnel. Show total number of employees and include administrative/support staff currently in the organization.

A program specific organizational chart showing the specific titles and, if available, employees who will be slated to work on this project. Also, if applicable, include an approximate percentage of the award that will be allotted to any subcontractor(s) contributing to work on the program (see **Section 10** for further detail).

Resumes and, if applicable, copies of appropriate licenses/certifications of key personnel who will provide the proposed services. Include information for subcontractors, if any, who will be working on the program within the **Program Plan in Appendix E2** (see **Section 10** below for more information).

Your organization's maximum capacity, in terms of number of schools and students or staff that your organization can provide services to within a school year and/or summer, based on current staffing levels.

Clearly describe the maximum number of school/office network integration projects that your organization has the ability to perform currently. If the number is less than those sited in the Pricing Form describe the plan for allocating the proper resources in time for the start of a contract.

Personnel available for the various components of proposed services, such as speakers, consultants, on-site mentors, and workshop presenters who are not full-time employees.

### **DEMONSTRATED EFFECTIVENESS (APPENDIX E1)**

Proposer shall include a description of all prior experience in the execution of the proposed services or similar services and, in addition to the information submitted to meet the **Minimum Qualifications** required in **Section 2**, above, include:

Details of Proposer's background, qualifications, and experience in providing these specific or related services as described in **Section 2** of this RFP.

Details on the methods used and objectives, and the results obtained by those methods. Provide objective data, if available. (The NYCDOE reserves the right to verify any experience presented.)

Any experience working in public schools or with a public school system.

Proposer must submit three (3) letters of reference from organizations that have paid the proposer directly for the same or similar services as detailed in this RFP. Each reference must state the date(s), location(s), and description of the service(s) provided. Please also refer to the requirement under **Section 2, Minimum Qualifications**.

If any, list of government contracts, including with the NYCDOE, awarded to the proposer in the past ten (10) years. The NYCDOE reserves the right to verify a proposer's performance in the execution of such contracts.

### **PROGRAM PLAN / NARRATIVE (APPENDIX E2)**

The Program Plan must be a clear, detailed, rational, and concise description of the overall program content, structure and methodology on how the Proposer's program will provide the services required in the **Scope of Services** in **Section 4**, above.

The Program Plan must show a clear understanding of the services required in this RFP and demonstrate how the proposed plan will meet the goals and objectives of the RFP. The proposal must contain a work plan indicating approximate dates and frequency of the services you will provide. Also, the proposal must include how the proposer will assess and report its successfulness in providing these services.

Proposers must provide a separate program plan for all components.

Describe monitoring mechanisms and escalation process for the services.

**Please note:** Proposer must include in the proposal whether or not Proposer will be using an automobile during the provision of services. If applicable, evidence of the appropriate motor vehicle liability insurance coverage will be required.

### **PRICING AND COST BUDGET (APPENDIX F)**

Proposers must submit a Pricing Form (**Appendix F**) that provides line-item pricing for the proposed services. The unit prices in this form will be the basis for your invoices. Proposers must download each appendix from the NYCDOE vendor portal.

It is recommended that both pricing appendices be completed by the Proposer's accounting/finance department. **Prior to entering into a contract, the NYCDOE reserves the right to review the records used to calculate the costs associated with the prices depicted in Appendices F and G for the selected proposal.**

#### **Appendix F: Pricing Form**

Proposers must complete the line-item pricing form in accordance with the instructions in Appendix F.

The Pricing Form requires unit prices. Unit prices must include **all of the costs** associated with the services in the proposal for which a Proposer will be charging the NYCDOE. Proposers will not be able to invoice for items not included on the finalized budget.

Any materials offered through this contract must be ancillary to the services provided.

**Note:** In addition to Appendix F, Proposers may also include additional pricing information or budget narrative, if necessary, to further clarify pricing/cost structure.

#### **Price Adjustments**

The vendor may request price adjustments during the base term no later than 30 days prior to the second and fourth anniversary of the contract commencement date. Additionally, the vendor may request a price adjustment no later than 30 days prior to the seventh anniversary of the contract commencement date should the DOE exercise its option to extend. The vendor must submit such requests to: Contracts & Purchasing, attn.: Chief Administrator, (Technology Procurement).

Unit prices will be adjusted (increased/decreased) using the US Department of Labor, Bureau of Labor Statistics (BLS), Employment Cost Index (ECI) Series ID: CIU2010000430000I for total compensation (not seasonally adjusted); private industry workers; specifically, installation, maintenance, and repair occupations; all industries; all workers; national; current dollar index number. The ECI Index is referenced at the following website: <https://data.bls.gov>. If at any time the above series ID is discontinued or not available, the NYCDOE reserves the right to implement a comparable index.

All price adjustments will be calculated based on unit prices at the start of the contract, referred to as "**base unit price**"; the quarter preceding the contract commencement date (qtr./year), referred to as "**base period**"; the latest quarterly index preceding the contract anniversary date for the year when an adjustment is allowed (qtr./year), referred to as the "**reference period**"; and the published BLS index at the time of adjustment.

The allowable price adjustment will be applied by increasing or decreasing the "**base unit price**" by the same percentage change in ECI between the "**base period**" and "**reference period**" for the published index. Price adjustments will take effect on the contract anniversary date.

## Application of Price Adjustment:

Assuming the contract commences on July 1, 2025, the price adjustment for the third year will be calculated based on the percentage change in ECI from the “**base period**”, Qtr.4/2024, to the latest published quarterly index preceding the contract anniversary date of the “**reference period**”, Qtr. 4/2026, or Qtr.3/2026 if Qtr. 4 index is not published. That is, the adjustment that will go into effect on July 1, 2027, will be based on the percentage change in the published ECI between Qtr. 4/2024 and Qtr. 4/2026, or Qtr. 3/2026 if Qtr. 4 data is not published. For example purposes only, please refer to the price adjustment example below.

Assumptions for price adjustment effective in the third year (July 1, 2027):

- Vendor’s Base Period Unit Price = \$50
- Reference Period ECI (Qtr. 4/2026) = 147.4
- Base Period ECI (Qtr. 4/2024) = 141.5
- Price Adjustment Formula: Base Unit price X (Reference Period Index/Base Period Index)
  - $\$50 \times (147.4/141.5)$
- Adjusted Unit Price (effective July 1, 2027) = **\$52.08**

The price adjustment for the fifth year will be calculated based on the percentage change in ECI from the “**base period**”, Qtr.4/2024, to the latest published quarterly index preceding the contract anniversary date of the “**reference period**”, Qtr.4/2028, or Qtr. 3/2028 if Qtr. 4 index is not published. That is, the adjustment that will go into effect on July 1, 2029, will be based on the percentage change in the published ECI between Qtr. 4/2024 and Qtr. 4/2028, or Qtr.3/2028 if Qtr. 4 index is not published. For example purposes only, please refer to the price adjustment example below.

Assumptions for the price adjustment effective in the fifth year (July 1, 2029):

- Vendor’s Base Period Unit Price = \$50
- Reference Period ECI (Qtr. 4/2028) = 149.2
- Base Period ECI (Qtr. 4/2024) = 141.5
- Price Adjustment Formula: Base Unit price X (Reference Period Index/Base Period Index)
  - $\$50 \times (149.2/141.5)$
- Adjusted Unit Price (effective July 1, 2029) = **\$52.72**

For the price adjustment effective in the eighth year, the base unit price must be increased/decreased in the same manner.

## SECTION. 7 PROPOSAL EVALUATION PROCESS AND PROCEDURE

### EVALUATION PROCEDURE

All proposals received by the NYCDOE will be reviewed to determine if they meet all of the submission and Minimum Qualifications prescribed in this Request for Proposals. Proposals meeting these requirements will be evaluated and rated by an Evaluation Committee applying the evaluation criteria prescribed below in **Section 7**. Proposals that are determined to be non-responsive will be eliminated from further consideration.

The NYCDOE reserves the right to conduct site visits to verify facility or other information contained in a proposal and may require a Proposer to make a demonstration/presentation of their services or submit additional written material in support of a proposal, where applicable.

The Evaluation Committee will choose the vendor that most closely satisfies the requirements of the RFP. The Evaluation Committee makes every attempt to match the submitted capacities of the highest rated firms with the Department of Education's projected needs. One (1) vendor will be selected to provide the requested services. Proposers must address all the requirements set forth in the RFP. The proposer that presents the strongest response to the requirements will receive preference over proposers that superficially meet the requirements for the services named in the RFP.

**EVALUATION CRITERIA**

The scoring table below will be used to evaluate each submitted proposal. Proposals will be evaluated according to their identified Component(s). Criteria are worth the point values indicated in the table, adding up to a maximum possible total of 100 points. The same criteria listed for each category must apply for each proposal. The closer the proposal is to achieving the Desired Characteristics, the more points it will receive in each related Response Category. The Response Categories are listed in order of relative importance.

**[NO FURTHER TEXT ON THIS PAGE]**

Response Category	Desired Characteristics	Maximum Points
Price—E-rate Eligible	<ul style="list-style-type: none"> <li>• Competitive pricing offered for E-rate eligible services.</li> </ul>	35%
Demonstrated Effectiveness	<ul style="list-style-type: none"> <li>• The evidence of prior successful experience is detailed and directly related to the proposed services, including effective program design, management, and evaluation.</li> <li>• Clearly articulated details on the methods used and results obtained by those methods.</li> <li>• Demonstrated evidence of reliable quality assurance, security measures, and adherence to established timelines.</li> <li>• Demonstrated success in NYC or other urban districts and/or schools.</li> <li>• Demonstrated ability to adapt to and accommodate shifting priorities and circumstances.</li> <li>• If any, satisfactory performance on government contracts.</li> <li>• Provide evidence understanding and ability to execute in conformance with the Federal E-Rate program, as applicable.</li> </ul> <p>----- (Any additional requirement specific to this procurement)</p>	20%
Program Plan	<ul style="list-style-type: none"> <li>• Program Plan for providing the required services is clear, professional, and highly rational.</li> <li>• Program design meets the specifications of the scope of services.</li> <li>• Demonstrates a clear understanding of the program's needs, goals, and objectives as specified in this RFP.</li> <li>• Developmentally appropriate and sufficiently flexible programs that facilitate implementation tailored for the specific needs of recipients.</li> </ul> <p>----- (Any additional requirement specific to this procurement)</p>	20%

Organizational Capacity	<ul style="list-style-type: none"> <li>• Strong and unequivocal evidence that the organization’s human, organizational, technical, and professional resources and abilities can support the proposed services.</li> <li>• An organizational chart that includes titles and staff with clear roles and accountability for proposed work.</li> <li>• Resumes of key personnel demonstrate the qualifications to deliver the program plan.</li> <li>• Number of staff fully or partially dedicated to work on the program is aligned with the needs of the proposed services.</li> <li>• Sufficient resources and expertise to deliver the services within the required program timeline.</li> <li>• Systems and structures in place to ensure oversight of the project and adherence to timelines.</li> <li>• Capacity and process in place to collaborate effectively with the NYCDOE.</li> <li>• ----- (Any additional requirement specific to this procurement)</li> </ul>	10%
Price—E-rate Ineligible	Competitive pricing offered for services ineligible for E-rate support.	10%
M/WBE	<ul style="list-style-type: none"> <li>• Certified in any City/State</li> </ul>	5%
<b>Total Maximum Points:</b>		100

**BASIS FOR CONTRACT AWARD**

A contract will be awarded to the highest ranked responsible proposer(s) whose proposals are determined to be the most advantageous to the NYCDOE, taking into consideration factors and criteria which are set forth in this RFP. Contract award shall be subject to the timely completion of contract negotiations between the NYCDOE and the selected proposer(s), including the successful completion of background check review of the selected proposer(s) and any subcontractor(s), if applicable.

**SECTION. 8 PROPOSAL PACKAGE FORMAT AND SUBMISSION REQUIREMENTS**

The electronic copy of the Proposal must be submitted in Microsoft Word '98 or a later version. Additionally, this RFP has five (5) forms for you to use in your proposal, Appendices E1, E2, F, and G, which **must** be downloaded from the NYCDOE website at: <https://www.finance360.org/vendor/vendorportal/>. These forms are in Microsoft Word, Excel, and Adobe Acrobat (PDF) formats. Qualified and interested vendors are invited to respond, provided these forms are used to submit responses to the NYCDOE by **no later than 1:00p.m. EST, 06/10/2024**.

**SUBMISSION REQUIREMENTS**

Proposal submissions in response to this RFP must be sent via electronic mail (“The Proposal Submission Email”) to [DCPSubmissions@schools.nyc.gov](mailto:DCPSubmissions@schools.nyc.gov) (the “RFP Submission Email Address”). **RFP submissions sent to any other email address will be disregarded.** The subject line of your RFP Submission Email must include the solicitation number and the name of the submitting vendor (e.g., R1705 – ABC Corporation). Please attach the completed RFP and proposal documents to the RFP Submission Email as separate files. Please name your proposal attachment as “**RFP Proposal.**”

If the files accompanying your proposal submission are too large to be transmitted as email attachments, please include in the first line of your RFP Submission Email a link to a Microsoft OneDrive folder containing all of your RFP-related documents. Please note that if you are using OneDrive, do not attach any documents to the RFP Submission Email. Further, please include a separate folder within your OneDrive folder which includes the separate RFP Proposal file. Please name this folder and the RFP Proposal file “**RFP Proposal.**” The name of your OneDrive folder must match the subject line of your RFP submission, and your OneDrive folder must not contain any files unrelated to the RFP Submission.

### **Guidance for First-Time Microsoft OneDrive Users**

Microsoft OneDrive (“OneDrive”) is a file hosting and synchronization service operated by Microsoft as part of its web version of Microsoft Office. OneDrive allows users to grant access to files which are too large to transmit via electronic mail to other users. If you do not have Office 365, please take the following steps to gain access to a free version of OneDrive so that you can upload those RFP submission documents which are too large to transmit via electronic mail:

1. Conduct an internet search for “Microsoft OneDrive;”
2. Navigate to the official Microsoft website and sign up for a free account;
3. Once you have created a folder for the solicitation whose name matches the subject line of your RFP Submission Email, upload the documents relevant to your RFP submission in this folder.
4. Create a share link for this folder;
5. Be sure to check your share settings so that anyone receiving the link that you create will be able to open the link and access the files. If your share link permissions are restricted (e.g. to only your organization in Office 365), the DOE will not be able to view your solicitation documents. It is your responsibility to ensure that the links you provide allows the DOE to view, download and/or open your documents; and
6. Include the link which you have created as the first line of your RFP Submission Email.

### **For hard copy (paper) Proposal submissions, please follow the below instructions.**

Further to the above instructions regarding electronic email submissions of Proposals. In addition to electronic submission via email, the proposer may choose to hand deliver their Proposal package to the NYCDOE at any time prior to the Proposal Due Date/Time. If you plan to submit a paper Proposal you **must** provide prior notice by emailing [DCPSubmissions@schools.nyc.gov](mailto:DCPSubmissions@schools.nyc.gov) including “**Paper Submission Request for Solicitation # R1705**” in the subject line, **at least three (3) business days in advance** of the anticipated date and time you or your agent plan to arrive at 65 Court Street Rm 1201, Brooklyn, NY 11201 to drop off your Proposal. Proposers should include in their notification email the name of the person who will be delivering the Proposal or advise that the Proposal Package will be arriving by messenger. **Proposers who fail to provide advance notification of intent to hand-deliver a proposal risk not having anyone to receive the Proposal Package. Fed Ex, UPS, USPS, or other common deliveries services will not be accepted.**

The NYCDOE requests that hard copy (paper) proposals be typed on both sides of 8 ½” X 11” paper and that proposals be submitted on paper having at least 30% post-consumer material content, i.e., the



minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult <https://www.epa.gov/smm/comprehensive-procurement-guidelines-paper-and-paper-products>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length.\*

*(\*Failure to comply with the instructions in the preceding paragraph will not, by itself, be considered non-responsive.)*

## PROPOSAL INSTRUCTIONS

Proposers **must** prepare their Proposals in the format and sequence supplied below. **Failure to comply with this stipulation could be a basis for Proposal disqualification.** Supplemental information about the Proposer's products or services may be included as an addendum to the Proposal but not in place of the requirements listed below. Additionally, see **Section 15**, below; this checklist of submission requirements is to help Proposers ensure their responses to this RFP are complete.

Proposals must include a cover letter, Table of Contents, and sequential page numbers. There is no specific limit on the number of pages applications may contain but **please be concise**.

## PROPOSAL FORM (APPENDIX E1)

Please review each of the following sections and subsections and respond accordingly:

1. Company Information
2. Minimum Qualifications (Section 2)
3. Letters of reference (Sections 2 and Section 6)
4. Organizational Capacity (Section 6)
5. Demonstrated Effectiveness (Section 6)
6. If any, previous Government Contracts information (Section 6)
7. Exceptions and Deviations Form (process may be delayed if not signed)
8. Signature Page (process may be delayed if not signed)
9. Iran Divestment Act Compliance Rider (process may be delayed if not signed)
10. Other Supplemental Information (samples, demos etc.)

## PROGRAM PLAN / NARRATIVE FORM (APPENDIX E2)

As required in **Section 4** of the RFP, in **Appendix E2**, describe in detail the Proposer's program and methods to accomplish the services proposed. Include a work plan indicating approximate dates and frequency of services. Use as much space as need, **but please be concise**.

**Pricing information must be entered in the Pricing Forms included as Excel files (Appendix F). These templates have been developed to standardize pricing submissions. Carefully read and follow the directions on the forms and in Section 6.**

**Your electronic submission must include separate files to represent each of the appendices which requires the Proposer's input (i.e., E1, E2, F, and G) plus Attachment A.**

**Do not submit audio/video demonstrations tapes, diskettes, CDs, PowerPoint, or samples of materials unless otherwise specified.**

**Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)**

All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. In anticipation of awards, proposers to **RFP #1705** must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. **Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings.**

For more information about PASSPort, please visit: <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

Any subsequent reference to "VENDEX" or "VENDEX Questionnaire" in this solicitation, including the Appendices, shall be replaced with PASSPort Disclosure filing.

**DOING BUSINESS DATA FORM (APPENDIX K)**

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain the necessary information to establish the required database, vendors responding to this solicitation should complete the Doing Business Data Form (Appendix K), which may also be downloaded from the attached link located at: <http://www.nyc.gov/html/dot/weekendwalks/downloads/pdf/doing-business-data-form-2018.pdf>.

**Complete this form and return it with your proposal.** The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions.

**SECTION. 9 REQUEST FOR PROPOSALS TIMETABLE AND GENERAL INFORMATION****REQUEST FOR PROPOSALS (RFP) TIMETABLE**

PROPOSALS ARE DUE NO LATER THAN:

**DATE: June 10<sup>th</sup>, 2024 TIME: 1:00 P.M. EST**

**PROPOSALS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED OR ACCEPTED.**

**REQUESTS FOR CLARIFICATION AND ADDENDA**

Any inquiry regarding this solicitation must be made in writing, with the exception being oral inquiries made at the Pre-Proposal Conference, if such a conference is scheduled and conducted by the NYCDOE. No telephone calls will be accepted regarding this RFP. All written inquiries may be e-mailed to the following authorized contact person:

Alicia Saleh  
NYC Dept. of Education  
**E-mail:** [RFPPROCUREMENT@schools.nyc.gov](mailto:RFPPROCUREMENT@schools.nyc.gov)

RFP questions may be submitted at any time to the e-mail address indicated above prior to the deadline for submitting written questions. If possible, these questions will be answered at a pre-proposal conference. Additional questions may be submitted orally at the conference. **Questions received within seventy-two (72) hours of the scheduled pre-proposal conference shall be answered in the published Questions & Answers (Q&A) document.**

The deadline for submitting questions on this RFP is **no later than 4:00P.M. EST, May 9<sup>th</sup>, 2024**. Proposers are advised that the NYCDOE is not able to ensure it shall respond to inquiries received after this date. All queries will be addressed in the written Q&A document, which will be published after the DOE finalizes all answers. A date is yet to be determined.

Proposers should not rely on any representations, statements, or clarifications *not* made in this RFP, a formal addendum, or at the pre-proposal conference. Notwithstanding the foregoing, if the NYCDOE issues an addendum with a digest of the inquiries made and answers given at the pre-proposal conference, **proposers shall rely on the information contained in such addendum rather than those given orally at the conference.**

### PRE-PROPOSAL CONFERENCE

A pre-proposal conference at which vendors will have the opportunity to ask questions related to this RFP will be held on May 6<sup>th</sup>, 2024 at 11 A.M. EST via **Microsoft Teams Participant Event** – link here: [Click here to join the meeting](#)

Attendance for the pre-proposal conference is *optional* and does not require prior reservation or RSVP.

Vendors may submit specific questions concerning this RFP in writing, via e-mail to [RFPITPROCUREMENT@schools.nyc.gov](mailto:RFPITPROCUREMENT@schools.nyc.gov) prior to the pre-proposal conference. Written questions should reference the RFP by page and paragraph numbers. If possible, these questions will be answered at the pre-proposal conference and additional questions may be submitted orally at the conference. Questions received within seventy-two (72) hours of the scheduled pre-proposal conference shall be answered in the published Questions & Answers (Q&A) document.

### INCURRING COSTS

The NYCDOE shall not be held liable for any pre-contract activity or costs incurred by Proposers in the preparation of their proposals or during any negotiations on proposed contracts or for any work performed or materials provided in connection therewith.

### ORAL PRESENTATIONS/DEMONSTRATIONS

The NYCDOE may require Proposers to give oral presentations after the Closing Date regarding their proposals. At such presentations, Proposers may be required to demonstrate or exhibit aspects relating to their proposal as requested by the NYCDOE.

### NEGOTIATIONS

The NYCDOE reserves the right to:

1. Reject all proposals submitted;
2. Accept any proposal or alternate as submitted without negotiations;
3. Accept or negotiate on all proposals submitted which fall within a competitive range;

4. Require revisions to, corrections of, or other changes to any proposal submitted as a condition to its being given any further consideration;
5. Select for negotiations only the overall best proposal or alternate submitted, as determined by the NYCDOE;
6. Negotiate with one or more Proposers in any manner it deems fit, (such negotiations may be concurrent or sequential as the NYCDOE determines);
7. Following the conclusion of any such negotiations, the NYCDOE may solicit Best and Final Offers (BAFO) utilizing an appropriate procedure;
8. Re-open negotiations after the BAFO procedure, if it is in the Department's best interest to do so.

No Proposer shall have any rights against the NYCDOE arising at any stage of the solicitation from any negotiations that take place, or from the fact that the NYCDOE does not select a Proposer for negotiations.

### WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its proposal prior to the designated due date and time by written notice received at the NYCDOE's office indicated in **Section 8**. After the receipt of proposals by the designated due date and time, a request by a proposer to withdraw its proposal because of an error made by the proposer will be considered only under the following terms and conditions:

Request to withdraw proposal must be received in writing providing reasons for the request and must be received by the CPO within three (3) business days following the date and time set for the opening of proposals.

Whenever any proposer requests the consent of the New York City Department of Education for the withdrawal of their proposal, the CPO may grant or reject such request in any case deemed just and proper. This request shall be made and such consent to withdraw shall be granted if so determined by the CPO, upon the express condition that said proposer shall be excluded from proposing again for the re-solicitation of proposals for the same item or proposal should no award be made.

Any request for a withdrawal of proposal made within three (3) business days must be accompanied by a certified check made payable to the New York City Department of Education, CPO, to defray the cost of the processing. Such checks shall be in the amount of five hundred dollars (\$500) for proposals of fifty thousand dollars (\$50,000) or greater. Where the proposal is less than fifty thousand dollars (\$50,000) a two hundred and fifty-dollar (\$250) check is required. Such fees are non-refundable.

Following the three (3) business days after the proposal due date, a proposer may not withdraw their proposal before the expiration of one hundred and twenty (120) calendar days from the date of proposal opening. A proposer may withdraw their proposal after that date only if they state such intent in writing prior to the mailing by the New York City Department of Education of a Purchase Order, Notice of Award, or Acceptance of proposal.

The CPO will make the determination with respect to request for the withdrawal of proposals and that determination shall be final and binding. **Any withdrawal of a proposal must be in its entirety (partial withdrawals will not be permitted)**, whether the withdrawal is within three (3) business days after the proposal opening or after the expiration of one hundred and twenty (120) days from the date of proposal opening.

### TERMS AND CONDITIONS

All contracts resulting from this RFP shall be subject to the attached General Terms and Conditions (**Appendix B: Department of Education, Terms and Conditions**). Exceptions and deviations agreed to by the parties in any prior contracts shall not be binding on any future contracts, awards or agreements emanating from this RFP. You must clearly restate in the deviations section of the RFP any exceptions and deviations that you may have from this RFP.

### CONTRACT AWARD

The New York City Department of Education reserves the right to award a contract(s) to other than the proposer(s) offering the lowest overall cost. The contract(s) resulting from this solicitation shall be awarded to the qualified proposer(s) whose proposal(s) the New York City Department of Education has determined to be the most advantageous, based on the evaluation criteria set forth in the Request for Proposals (RFP). All contracts resulting from this RFP shall be signed by the proposer(s) within a reasonable time upon receipt.

Contract award (s) shall be subject to the following conditions, where applicable. They are not required to be part of the Proposer's proposal submission.

Completion and submission of an appropriate Office of Equal Opportunity form, e.g., Workforce profile or Company's Equal Opportunities Work plan, does **not** apply to M/WBE certification.

Completion and submission of the Affirmation Sheet.

Submission of an appropriate Certificate of Insurance. If your insurance expires during the course of this process, it is your responsibility to forward renewal documents.

All vendors are required to maintain accurate contact information: organization contact person, address, telephone number and email. If changes occur, vendor must notify the NYCDOE of said change.

### TERMINATION OF CONTRACT

Any contract(s) resulting from this RFP may be terminated at any time upon thirty (30) days written notice, by the Chancellor, and/or his designee. No claim for damages will be made by, or allowed to, the Contractor because of such termination.

### IMPORTANT NOTE

The onus is upon the Proposer to offer competitive pricing and to keep exceptions to NYCDOE terms and conditions to a minimum. We would prefer that the Proposer accept our *Standard terms and conditions* and contract template provisions without ANY exceptions. However, if there is anything that the Proposer feels it must take exception to, please indicate that in the proposal. We will negotiate commercial agreements with the Proposer and dispose of legal issues, insurance requirements, exceptions to the *Standard Terms & Conditions* if, and only if, the proposals are considered to be competitive. Following these negotiations, we will request a Best and Final Offer from vendors still considered to be in the competitive range. We reserve the right to reject any exceptions or deviations not addressed at the time the proposal is submitted. Please note, past practice does not dictate NYCDOE's obligation to accept any request for such exceptions and deviations noted in each individual proposal.

### PROHIBITION OF COMMUNICATION DURING RFP EVALUATION PERIOD

After the submittal of proposals and continuing until a contract has been awarded, all NYCDOE Personnel involved in the project will be specifically directed against holding any meetings, conferences or technical discussions with any proposer regarding this RFP except as provided in the RFP. Proposers shall not initiate communication in any manner with NYCDOE personnel regarding this RFP or the proposals during this period of time, unless authorized, in advance, by the selection committee. Failure to comply with this requirement will automatically terminate further consideration of that firm's or individual's proposal.

### **SECURITY CLEARANCE/CONFIDENTIALITY (IF APPLICABLE)**

All Staff, defined as any and all of Vendor's, or its subcontractors' (if any), employees, officers, directors, members, partners, agents, or consultants, are required to undergo the NYCDOE's Security Clearance Procedures and be cleared by the Office of Personnel Investigation (OPI) prior to commencing services that involves direct or indirect unsupervised contact with students, work in a NYCDOE facility or accessing confidential student or employee information. The Security Clearance Procedures, which includes fingerprinting by the NYCDOE, requires a fee (currently \$135.00/person – fee may be subject to change). **Proposer must consider the security clearance requirement and fee when preparing the proposal** since costs associated with the successful proposer's security clearance procedures compliance will not be paid by the NYCDOE separate to and apart from contract rates.

It is the responsibility of the Proposer to ensure that all current employees have been added to the Personnel Eligibility Tracking System (PETS) roster to verify security clearance AND, on an ongoing basis, applicants must be entered into PETS prior to sending an applicant to the NYCDOE for fingerprinting. The applicant will need time to verify his/her information and review and print the necessary form prior to fingerprinting. An employees' status of "active" or "inactive" must be maintained in PETS.

Note: adding vendor employees to the PETS roster initiates the Security Clearance Process, if the person does not already have current NYCDOE security clearance. This is required under the Chancellor's Regulation C-105, which can be found at: <https://www.schools.nyc.gov/docs/default-source/default-document-library/c-105-2-11-2003-final-remediated-wcag2-0>. This provision is not considered a complete recitation of the NYCDOE Security Clearance Procedures or Chancellor's Regulation C-105. All vendors are required to familiarize themselves with the required procedures for security clearance along with the PETS process.

In addition to compliance with Security Clearance Procedures, the Proposer must also hold all personally identifiable student and staff information obtained by or furnished to the Proposer by the Board, and all reports and studies containing such information prepared or assembled by the vendor are to be kept, strictly confidential by the proposer and shall not be provided or disclosed to any third party without the express written permission of the Chancellor or her designee. Student records shall at all times be subject to Board policy and the Chancellor's Regulation A-820 entitled, "Student Records: Confidentiality, Access, Disclosure and Retention," (available on the Board website at <https://www.schools.nyc.gov/docs/default-source/default-document-library/a-820-6-29-2009-final-combined-remediated-wcag2-0>).

### **PUBLICITY AND SOLICITATION**

The contractor shall not issue any press releases or public statements regarding its contract with NYCDOE without the prior written approval of the NYCDOE. Unless directed to do so by the DOE, the contractor shall refrain from contacting DOE staff members other than the Contract Manager and his/her staff. The contractor shall not contact DOE central employees or school employees in order to advertise its products or services.

**No Discrimination (*the following provision 7.15 replaces/supersedes the provision with the same title in the attached Standard Board Terms & Conditions*)**

Compliance: the Contractor, and all of the Contractor's employees, will strictly comply with all applicable Federal, State and local laws pertaining to the subject of discrimination and harassment on any protected ground, as they may now read or as they may hereafter be amended. In addition, the Contractor, and all of the Contractor's employees, will comply with all applicable internal Board rules and regulations, including Chancellor's Regulation A-830, the Board's unlawful discrimination/harassment policy.

Equal Employment Opportunity Policy: the Contractor is, and will remain, an Equal Opportunity Employer. In addition to the other requirements of paragraph 37 of **Appendix B: Standard Board Terms and Conditions**, the Contractor shall provide employment opportunities for all qualified persons, without regard to race, color, creed, ethnicity, national origin, alienage, citizenship status, age, marital status, partnership status, disability, sexual orientation, gender (sex), military status, prior record or arrest or conviction (except as permitted by law), predisposing genetic characteristics, or status as a victim of domestic violence, sexual offenses and stalking. Furthermore, the Contractor will maintain an environment free of harassment on the above-referenced protected categories.

Pursuant to the provisions of the New York State Labor Law, the Contractor agrees, in its operations performed within the State of New York:

That in the hiring of employees for the performance of work under this contract hereunder, neither the contractor, nor any person acting on behalf of such contractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;

That no contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;

That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract;

The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York; and

That the Board is, for purposes of this section 7.15.3, a "state or municipality."

**Equal Employment Opportunity Requirements for Contractors (*the following provision 7.16 replaces/supersedes the provision with the same title in the attached Standard Board Terms & Conditions*)**

Definition of Terms for the Implementation of an Affirmative Action Program.

The following terms, when used in this paragraph, shall have the meanings given for them.

"Employee": Any person employed full or part-time in any capacity by the Contractor.

"Minorities and Women": Blacks, Hispanics, Asian or Pacific Islanders, Native Americans, and females.

"Affirmative Action Program": an affirmative action program is a management tool designed to ensure equal employment opportunity. The Contractor will submit a detailed written Affirmative Action Plan which, when implemented with the Equal Employment Opportunity Policy herein, ensures an identification of problem areas, an analysis of workforce utilization, and the implementation of good faith efforts to address any instances of underutilization for minorities and women at all levels and in all segments of the Contractor's work force. A sample compliant Affirmative Action Plan will be provided to all Contractors.

An effective Affirmative Action Program shall include, but is not limited to, the following elements:

Designation of responsibility for implementation: an employee of the Contractor is responsible for implementing the Affirmative Action Program;

The identification of problem areas: this includes an analysis of the Contractor's workforce to identify underutilization for minorities and females, the establishment of placement goals where underutilization is identified, and a survey of other areas of the workforce that may impact the Plan.

Action oriented programs: this segment discusses outreach efforts. If there is underutilization for minorities and women, this section will include specific and practical steps (such as good faith efforts) to address the underutilization. This includes corrective actions taken, or to be taken, toward the elimination of any employment policy or practice having a discriminatory effect on minorities and women;

Internal audit and report systems: conduct an analysis of the Contractor's personnel activity data;

Development or reaffirmation of the Contractor's Equal Opportunity Policy and dissemination of the Policy;

Development or reaffirmation of the Contractor's Sex Discrimination and Religious and National Origin Discrimination policies; and

Adoption of affirmative action plan for individuals with disabilities and for covered veterans.



"Placement Goals": used to measure progress towards achieving equal employment opportunity in an affirmative action program. Placement goals are annual targets that are reasonably attainable by applying good faith efforts (such as outreach). If there is underutilization for a particular job group or job title, then a placement goal will be set. The placement goal is equal to the availability figure for minorities or females in the geographic area the Contractor would use to find workers to fill positions in the job group or job title. Placement goals do not represent quotas and should never operate as quotas.

"Underutilization": Having fewer minorities or women in a particular job group or job title than would reasonably be expected by their availability in the geographic area the Contractor would seek workers to fill positions within the job group.

"OEO": The Office of Equal Opportunity & Diversity Management of the Board.

"Director": The Executive Director of OEO.

#### Required Affirmative Action Program

The Contractor is required to identify and eliminate overt and covert discriminatory practices and implement the Affirmative Action Program. Upon OEO's demand, the Contractor will have ten (10) business days to submit to OEO a detailed written Affirmative Action Program (hereinafter referred to as an "AAP"). If the Contractor cannot submit an AAP within ten business days, the Contractor must immediately contact OEO to request an extension. If granted, the extension deadline must be adhered to by the Contractor. In the event the Contractor submits an AAP that is not acceptable, OEO will require the submission of a revised AAP that complies with OEO's standards and the terms and conditions herein. The revised AAP must be submitted by the deadline established by OEO.

In the event the Contractor fails to submit such an acceptable AAP within the time specified by OEO's demand, OEO has the authority to declare the Contractor as being in default.

The Director of OEO shall be the sole judge of the AAP's acceptability. The AAP shall:

Apply to all Board of Education contracts with the Contractor;

Encompass all phases of the employment process, including evaluation of job classification to ensure job relatedness, recruitment, selection, validity of examinations, retention, layoffs, seniority, assignments, training, promotion, salary and benefits;

Fulfill the following requirements:

- a. Adhere to all the requirements of the OEO paragraphs herein;
- b. Include measurable goals, reasonable timetables, and specific programs to be implemented by the contractor to identify deficiencies in employment practices with resulting in the underutilization of minorities and females;

- c. Include the submission of a completed Workforce Profile Form, provided by OEO, which represents the present utilization of minorities and women in the Contractor's work force. This Form will also include the salary range for each job title or job group;
- d. Include all of the Contractor's facilities within the continental limits of the United States. If the Contractor wishes to request a variance from this requirement, the Contractor must contact OEO immediately. Variances regarding the specific regions covered by the AAP will be granted at OEO's discretion;
- e. Specify the union(s) or other employee organizations to which the Contractor's employees belong, and shall include commitments to good faith efforts to effect Equal Opportunity changes directly or indirectly, in programs by such unions or organizations to recruit, train, qualify or otherwise select members, if such changes are deemed necessary. The AAP shall also include a copy of any agreement with an employee association which affects employment policies and practices;
- f. Be submitted in such format as shall be specified by the Director of OEO.

#### Implementation of AAP

During the Term of the Contract, the Contractor shall successfully implement the AAP approved by OEO.

If OEO determines that the Contractor breached any of the requirements of the OEO paragraphs herein, OEO will seek to have the Contractor declared in default by the Chancellor's designee as provided elsewhere herein.

For further information concerning these rules, regulations or procedures, contractors may consult with the Office of Equal Opportunity & Diversity Management of the Board.

### **SECTION. 10 SUBCONTRACTING REQUIREMENT**

Proposers must identify all subcontractors that will assist with the delivery of vendor's proposed services. Provide Subcontractor's Name, EIN Number, and a detail program plan for the work proposed and all other information requested in Appendix E1. Please be advised that a subcontractor will be required to complete the required online disclosure process in PASSPort (see **Section 8**) in accordance with the same guidelines that govern contractors. If applicable, clearly provide an estimated percentage of the work to be allocated to the subcontractor(s) assisting in the delivery of the proposed services.

### **SECTION. 11 CONTRACT TERM**

The contract(s) resulting from this RFP will be for a term of five (5) years. The NYCDOE reserves the unilateral option to extend the contract for two (2) additional 3-year periods. All contract terms and conditions shall remain in effect for the full term of the contract(s) and any extension(s) thereof.

### **SECTION. 12 TYPE OF CONTRACT**

This RFP may result in the award of one (1) requirements agreement(s).

**Requirements agreements are not commitments to purchase. Only a purchase order issued by a school, district, or NYCDOE central office constitutes such a commitment.**

The estimated contract award for a requirements contract is based upon the NYCDOE's estimated need for that service over the contract period. The NYCDOE may purchase all, none, part, or more than the estimated quantities identified in the **Pricing Form (Appendix F)**.

### **SECTION. 13 COST OF LIVING INCREASES**

Where Contractor's industry has experienced an increase in costs (e.g., salary, wage or fringe benefit cost of living increases, a change in the prevailing or living wage, a renegotiated collective bargaining agreement, an industry-wide increase in the Producer Price Index ("PPI" for fuel or energy) that exceeds the Budget, and the Office of Management and Budget ("OMB") or another independent agency has determined in writing that additional funds will be made available to a City agency for the class of contracts pursuant to which Contractor provides the same or substantially similar services, then the Department shall reimburse Contractor for such increases in costs to the extent that such increases have been authorized by the City for contracts within such class of contracts and to the extent that funds are appropriated for such purposes. Any cost of living increase will not be effective unless and until an amendment to the Agreement is registered pursuant to Charter § 328.

### **SECTION. 14 END-USER LICENSE AGREEMENT**

Any end-user license agreement, "clickwrap," "click-through," "click and accept," "web-wrap," or other form of agreement requiring the individual user to accept terms in order to use or benefit from the Services herein shall not be enforceable by the Contractor and shall be non-binding and null and void as against any individual user, including, but not limited to, a student, a parent/guardian, a teacher, or any other NYCDOE employee. Contractor agrees that all terms and conditions regarding the Services are contained within the Agreement between the Contractor and NYCDOE.

### **SECTION. 15 PROPOSER CHECKLIST**

Please ensure that the Proposer has received each of the following documents for response. The attachments include:

Documents for submitting the proposal:

1. Cover Letter
2. Table of Contents
3. Three (3) Letters of Reference
4. If any, list of Government contracts within the past ten (10) years.
5. Proposal Form (Appendix E1 all forms, Microsoft Word File)
6. Program Plan-Narrative (Appendix E2, Microsoft Word File)
7. Pricing Form (Appendix F, Microsoft Excel File)
8. A copy of the published Q&A document (if any)

9. A copy of all attachments, addendums, and amendments posted (if any)
10. Doing Business Data Form (Appendix K, Adobe Acrobat File)

Form may also be downloaded at:

<http://www.nyc.gov/html/dot/weekendwalks/downloads/pdf/doing-business-data-form-2018.pdf>.

Additional information may be found at: <https://www1.nyc.gov/site/mocs/legal-forms/doing-business-accountability-forms.page>.

11. Copy of Attachment A – Whistleblower Protection Expansion Act Poster

**Also, please be sure to:**

1. Review the entire Request for Proposals to ensure an understanding of the scope of the requirements and the role of each of the attached forms. Please review the Scope of Services for this RFP carefully before completing the response sections.
2. View the **Terms & Conditions (Appendix B)** in this document. Some of the Terms & Conditions may have changed since the last RFP.
3. Attend the Pre-Proposal Conference (optional).

**SECTION. 16 PROPOSAL PROCESS REPORTING**

**Any vendor who believes that there has been unfairness, favoritism, or impropriety in the RFP process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007, (212) 669-2323.**

**Reports of criminal misconduct or conflicts of interest associated with the RFP process shall be directed to the Special Commissioner of Investigation for the New York City School District, 80 Maiden Lane, 20<sup>th</sup> Floor, New York, NY 10038, (212) 510-1500.**

**SECTION. 17 NOTICE TO ALL PROSPECTIVE CONTRACTORS ABOUT PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES**

In order to promote diversity and inclusivity within our contracting process, we aim to ensure that bidders responding to an E-rate Request for Proposals (RFP) demonstrate a commitment to engaging Minority/Women-Owned Business Enterprises (M/WBEs) in their projects.

By incorporating this criterion, we not only foster opportunities for underrepresented businesses but also enrich our projects with a broader range of perspectives and expertise, thereby enhancing the quality and impact of the services delivered.

**ARTICLE I. – M/WBE PROGRAM**

Section 6-129 of the Administrative Code of the City of New York (“Section 6-129”) establishes the program for participation in City procurement (“**M/WBE Program**”) by M/WBEs, certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the **M/WBE Program** is to address the impact of discrimination on the City’s procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions

contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services (“DSBS”) promulgated thereunder.

**If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B (Attachment B) of the Contract (entitled the “M/WBE Utilization Plan”) and are detailed below. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.**

The Contractor must comply with all applicable M/WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129.

References to M/WBEs shall also include such businesses certified pursuant to the executive law where credit is required by Section 311 of the New York City Charter or other provision of law.

Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the **M/WBE Program**.

## PART A

### PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

- 1) The **M/WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract (“**Participation Goals**”), as applicable, are set forth on Schedule B, Part 1 to this Contract (**see Page 1, Line 1 Total Participation Goals**) or will be set forth on Schedule B, Part 1 to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with DSBS as M/WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by the NYCDOE in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

### USE OF SUB-CONTRACTORS

To ensure that the NYCDOE achieves its goals regarding the participation of M/WBEs, the Contractor shall comply with the following requirements for engaging subcontractors:

- The identified M/WBE sub-contractors must adhere to and comply with all relevant provisions within the scope of the Contract or Task Order, as applicable; and
- The identified M/WBE sub-contractor(s) of this Contract must be approved in advance by the NYCDOE and be registered in the NYC Procurement and Sourcing Solutions Portal (“PASSPort”).

**A minimum of 30% of the total contract value must be subcontracted to New York State/City M/WBE certified vendor(s).** In order to ensure subcontracting requirements are met, the prime vendor will submit the following documentation: work plan and budget for M/WBE subcontractors; monthly invoices of work completed by M/WBE subcontractors; quarterly reports with total payment to M/WBE subcontractors; M/WBE certified payrolls and checks issued for payment to M/WBE subcontractors. The subcontractor(s) must be approved by the NYCDOE and comply with standard NYCDOE security and/or applicable data privacy clearances before performing any work.

The NYCDOE's Chief Procurement Officer ("CPO"), or their designee, reserves the right to inspect a subcontractor's premises to accept or reject the use of such subcontractor. Failure of Contractor to provide notification to the NYCDOE regarding subcontractor engagements may result in termination of this Contract.

### **SUBCONTRACTOR LIST**

A list must be provided to the NYCDOE, and such list must identify all of the subcontractors that will be used in any portion of the work covered by the Contract or Task Order, as applicable. All subcontractors must be listed and cannot be used without prior written approval of the NYCDOE.

**Note:** Contractor must provide the NYCDOE with each subcontractor's address, telephone number, license number(s), class and expiration date information within two (2) business days of request. Failure to provide information may result in the termination of the Contract.

Should there be a change in any previously approved subcontractor, written notification must be sent to the CPO immediately. The NYCDOE reserves the right to inspect the subcontractor's facility and accept or reject the use of such subcontractor. Failure to provide notification promptly may result in contract cancellation.

- 2) If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.
- 3) If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an M/WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that, in accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)) and provided further that a Contractor that is certified as an M/WBE may count its own participation toward the goal for M/WBEs.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an M/WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as an M/WBE, such amount shall be counted toward the goal for M/WBEs.

- 4) **A).** If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an M/WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by M/WBEs, and the time frames in which such work is scheduled to begin and end, as well as the names, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this **M/WBE Utilization Plan** indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals, the bid or proposal, as applicable, shall be deemed non-responsive, unless the DOE has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

### ***B). Intentionally Omitted***

C). The bidder/proposer must complete the Schedule B included herein (Schedule B, Part 2). **A Schedule B submitted by the bidder/proposer which does not include the vendor certification and required affirmations will be deemed to be non-responsive, unless a full waiver of the participation goals is granted (Schedule B, Part 3).** In the event that the NYCDOE determines that the bidder/proposer has submitted a Schedule B where the vendor certification and required affirmations are completed but other aspects of the Schedule B are not complete, or contain a copy or computation error that is at odds with the vendor certification and affirmations, the bidder/proposer will be notified by the NYCDOE and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed Schedule B to the NYCDOE. Failure to do so will result in a determination that the bid/proposal is non-responsive. Receipt of notification is defined as the date notice is e-mailed or faxed (if the bidder/proposer has provided an e-mail address or fax number), or no later than five (5) calendar days from the date of mailing, or upon delivery if delivered.

- 5) Where an **M/WBE Utilization Plan** has been submitted, the Contractor shall, within 30 days of issuance by the NYCDOE of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The NYCDOE may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.
- 6) M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of city-certified M/WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).
- 7) Where an **M/WBE Utilization Plan** has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as NYCDOE may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,; the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each M/WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each M/WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6- 129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an M/WBE, the work performed by, and the dates and amounts paid to each
- 8) If payments made to, or work performed by, M/WBEs are less than the amount specified in the Contractor's **M/WBE Utilization Plan**, the NYCDOE shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE Utilization Plan** in accordance with Section 6-129 and Part A, Section 11 below.
- 9) Where an **M/WBE Utilization Plan** has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent (10%) of the Contract or Task Order, as applicable, or \$500,000, the NYCDOE shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order and determine whether the **Participation Goals** should be modified.

**10) Pre-award waiver of the Participation Goals. A).** Contractor, with respect to a Contract or Task Order, as applicable, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that the NYCDOE change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its **M/WBE Utilization Plan**.

**B).** To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, **must complete Part 3 of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the NYCDOE Contact Person listed in Schedule B, Part 1. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely.** Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive a response from the NYCDOE by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, if that date would fall on a weekend or holiday, the NYCDOE's response will be provided by close-of-business on the business day before such weekend or holiday date.

**C).** If the NYCDOE determines that the **Participation Goals** are unreasonable considering the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

**D).** The NYCDOE may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates — before submission of the bid, proposal or Task Order, as applicable — that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE Utilization Plan**. In making its determination, the NYCDOE shall consider factors that shall include, but are not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, the NYCDOE may consider whether the **M/WBE Utilization Plan** is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

**11) Modification of M/WBE Utilization Plan. A).** A Contractor may request a modification of its **M/WBE Utilization Plan** after award of this Contract. The NYCDOE may grant a request for Modification of a Contractor's **M/WBE Utilization Plan** if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goals. In making such determination, the NYCDOE shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise M/WBEs that their interest in the Contract was solicited;



- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by M/WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain M/WBEs;
- (v) The Contractor held meetings with M/WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with M/WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to NYCDOE's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and NYCDOE were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of M/WBEs.

The NYCDOE's Chief Diversity Officer shall provide written notice to the Contractor of the determination.

**B).** The NYCDOE may modify the **Participation Goals** when the scope of the work has been changed by the NYCDOE in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

- 12)** If the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the NYCDOE, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the NYCDOE determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the NYCDOE shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.
- 13)** As this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE Utilization Plan** and has committed to subcontract work to M/WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the **M/WBE Program** requirements for this Contract with regard to any work which was intended to be subcontracted to an M/WBE to the extent that the NYCDOE has determined that such work is not needed.
- 14)** As **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, the NYCDOE shall review the Contractor's progress toward attainment of its **M/WBE Utilization Plan**, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to M/WBE subcontractors and the payments the Contractor made to such subcontractors.
- 15)** As **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, the NYCDOE shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

## PART B

### MISCELLANEOUS

- 1)** The Contractor shall take notice that, if this solicitation requires the establishment of a **M/WBE Utilization Plan**, the resulting contract may be audited by DSBS to determine compliance with

Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE Utilization Plan**.

- 2) Pursuant to DSBS rules, construction contracts that include a requirement for a **M/WBE Utilization Plan** shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
- 3) DSBS is available to assist contractors and potential contractors in determining the availability of M/WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by M/WBEs in contracts.
- 4) Prospective contractors are encouraged to enter into qualified joint venture agreements with M/WBEs as defined by Section 6-129(c)(30).
- 5) By submitting a bid or proposal, the Contractor hereby acknowledges its understanding of the **M/WBE Program** requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and, if awarded this Contract, the Contractor hereby agrees to comply with the **M/WBE Program** requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBEs to meet the required **Participation Goals**.

## ARTICLE II. – ENFORCEMENT

- 1) If the NYCDOE determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, the NYCDOE may disqualify such bidder or proposer, as applicable, from competing for this Contract and the NYCDOE may revoke such bidder's or proposer's prequalification status, if applicable.
- 2) Whenever NYCDOE believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE Utilization Plan**, NYCDOE shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. The NYCDOE shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
- 3) In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE Utilization Plan**, NYCDOE may determine that one of the following actions should be taken:
  - a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
  - b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
  - c) making a finding that the Contractor is in default of the Contract;
  - d) terminating the Contract;
  - e) declaring the Contractor to be in breach of Contract;
  - f) withholding payment or reimbursement;
  - g) determining not to renew the Contract;
  - h) assessing actual and consequential damages;

- i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the **M/WBE Program**, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
  - j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
  - k) taking any other appropriate remedy.
- 4) If an **M/WBE Utilization Plan** has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE Utilization Plan** or the **Participation Goals** as modified by the NYCDOE pursuant to Article I, Part A, Section 11, the NYCDOE may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to M/WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to M/WBE firms. In view of the difficulty of accurately ascertaining the loss which the NYCDOE will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the NYCDOE will suffer by reason of such failure, and not as a penalty. The NYCDOE may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the NYCDOE, the Contractor shall be liable to pay the difference.
- 5) Whenever the NYCDOE has reason to believe that an M/WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, the NYCDOE shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.
- 6) Statements made in any instrument submitted to the NYCDOE pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an M/WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.
- 7) The Contractor's record in implementing its **M/WBE Utilization Plan** shall be a factor in the evaluation of its performance. Whenever the NYCDOE determines that a Contractor's compliance with an **M/WBE Utilization Plan** has been unsatisfactory, the NYCDOE shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in PASSPort as caution data.

## SECTION. 18 STANDARD DATA PRIVACY AND SECURITY TERMS AND CONDITIONS

Confidential Information shall be defined and protected in compliance with the Non-Disclosure Agreement ("NDA"), as may be amended, supplemented, or updated from time to time and is attached hereto and incorporated herein by reference as **Appendix G**. The vendor or vendors awarded pursuant to the RFP warrant(s) that it/they shall complete the NDA and comply with its terms and conditions, as applicable and determined by the Board.

To the extent applicable and as determined by the Board, the vendor or vendors awarded pursuant to the RFP shall comply with the terms and conditions of the New York City Department of Education **Information Security Requirements for Vendors** (the "Security Requirements" is incorporated herein and annexed hereto as **Appendix H**, which is also part of **Attachment B** of the NDA).

To the extent applicable, the vendor or vendors awarded pursuant to the RFP shall comply with any and all data and privacy security assessment(s) as determined and required by the Board, including, but not limited to, a security assessment conducted by the NYCDOE's Division of Instructional and Information Technology (DIIT) and a cloud review conducted by the NYC Office of Technology and Innovation.

For additional information, please refer to the NYCDOE's Data Privacy and Security Compliance Process webpage at the following link: <https://infohub.nyced.org/in-our-schools/policies/data-privacy-and-security-compliance-process>.

**[NO FURTHER TEXT ON THIS PAGE]**

**APPENDIX A1: NO PROPOSAL RESPONSE FORM**

**RFP Number and Title:** RFP # R1705 – Infrastructure Build-Out Services

**Proposal Due Date:** June 10<sup>th</sup>, 2024

PLEASE COMPLETE AND RETURN THIS FORM IF YOU WILL NOT BE SUBMITTING A PROPOSAL BUT WISH TO REMAIN ON THE NEW YORK CITY DEPARTMENT OF EDUCATION'S BIDDERS LIST.

The preparation and mailing of REQUEST FOR PROPOSALS is time-consuming and expensive. In instances where vendor fail to respond or notify the New York City Department of Education of their future intentions, the preparation and mailing of the Request for Proposals package represents an unnecessary expense to the New York City Department of Education. Feedback from vendor is also encouraged so that any reasons for not proposing may be evaluated with the intention of improving future solicitations for this commodity or service in the hopes of encouraging and expanding the field of competition.

All vendors who respond with a "No Response" response or choose not to propose are requested to provide the information below and return this form in time for the proposal opening.

**REASONS FOR NOT PROPOSING AT THIS TIME:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DO YOU WISH TO RECEIVE REQUESTS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? ( ) YES ( ) NO

**VENDOR NAME AND ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## APPENDIX A2: INSURANCE

- A. Duty to Maintain Insurance. The Contractor shall not commence performing services under this Contract unless all insurance required by this Contract is in effect. The Contractor shall ensure continuous insurance coverage in the manner, form, and limits required by this Contract.
- B. Types of Insurance Required. The Contractor shall maintain the following types of insurance indicated below. Where this Contract requires that insurance be “at least as broad as” a specified form (including forms issued by the Insurance Services Office (ISO)), there is no obligation that the form itself be used, provided that the alternative form contained in its policy provides coverage at least as broad as the specified form.
- (1) *Commercial General Liability Insurance*. The Contractor shall maintain Commercial General Liability Insurance (“CGL”) covering claims for property damage and bodily injury, including death, and personal and advertising injury that may arise from any of the operations under this Contract. Such CGL must:
    - a. be in the amount of at least **\$1,000,000** per occurrence for bodily injury, including death, and property damage and at least **\$2,000,000** in the aggregate, unless this is a construction contract and higher limits are required by the Department of Buildings pursuant to 1 RCNY section 101-08, in which case the limits of CGL must meet or exceed those limits required by the Department of Buildings.
    - b. provide coverage for personal and advertising injury in the amount of at least **\$1,000,000** unless waived in writing by the Chancellor or Designee.
    - c. provide coverage that is at least as broad as the coverage provided by the latest edition of ISO Form CG 00 01.
    - d. be “occurrence” based rather than “claims made.”
    - e. list the “the Board of Education of the City School District of the City of New York and the City of New York, including their respective officials and employees” as additional insureds with coverage at least as broad as the latest edition of ISO Form CG 20 10 or ISO Form CG 20 26.
    - f. not include an exclusion that is not included in the latest edition of ISO Form CG 00 01, unless such exclusion is approved in writing by the Board.
  - (2) *Workers’ Compensation Insurance, Employers’ Liability Insurance, and Disability Benefits Insurance*. The Contractor shall provide, and shall cause its subcontractors to provide, Workers’ Compensation Insurance, Employers’ Liability Insurance, and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Contract.
  - (3) *Commercial Automobile Liability Insurance*. If vehicles are used in the provision of services under this Contract, the Contractor shall provide Commercial Automobile Liability Insurance in a combined single limit of at least **\$1,000,000** for each accident for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the Commercial Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement ISO Form CA 99 48) and MCS-90.
  - (4) *Professional Liability Insurance*. Unless waived in writing by the Chancellor or Designee, if the Contractor is providing professional services under this Contract, for which Professional Liability Insurance is commercially available, the Contractor shall maintain Professional Liability Insurance appropriate to the type(s) of such services in the amount of at least **\$1,000,000** per claim.
    - a. Unless waived in writing by the Chancellor or Designee, the Contractor shall cause its subcontractors that provide professional services under this Contract for which Professional Liability Insurance is commercially available to maintain Professional

Liability Insurance appropriate to the type(s) of such services in the amount of at least **\$1,000,000** per claim.

- b. The Board will accept occurrence or claims-made policies for Professional Liability Insurance. Claims-made policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

(5) *Contractors Pollution Liability Insurance.* If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or delivery, receipt, or disposal of any petroleum products, asbestos, lead, PCBs or any other hazardous materials or substances, the Contractor shall maintain, or cause the subcontractor doing such work to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this Contract. The Contractors Pollution Liability Insurance shall contain no exclusion for naturally occurring hazardous substances. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites. Such Contractors Pollution Liability Insurance must:

- a. be in the amount of at least **\$1,000,000** per occurrence and **\$2,000,000** in the aggregate.
- b. list the “the Board of Education of the City School District of the City of New York and the City of New York, including their respective officials and employees” as additional insureds with coverage at least as broad as the coverage provided to the Contractor for the work.
- c. If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the work under this Contract is completed.

#### C. General Requirements for Insurance.

(1) *Insurance Policy Deductibles, Self-Insured Retentions, and Self-Insurance Programs.* Any deductibles or retentions in excess of \$5,000 shall be disclosed by the Contractor and shall be subject to advance written approval by the Chancellor or Designee. Any deductible or retention amounts elected by the Contractor and/or imposed by the Contractor’s insurer(s) shall be the sole responsibility of the Contractor. The Contractor shall be permitted to provide insurance of any type required under this Contract by means of a self-insurance program (or make use of any self-insured retention)<sup>[1]</sup> *only* in the event (a) such program provides the BOE and the City, including their respective officials and employees, with all rights that would be provided by traditional insurance required by this Contract including, but not limited to, the defense obligations that insurers are required to undertake in liability policies, and (b) such self-insurance program is approved in advance by the Chancellor or Designee. If the Contractor desires to provide any such insurance by means of a self-insurance program, the Contractor shall submit a statement satisfactory to the Chancellor or Designee, signed by a party authorized to bind the Contractor and acknowledged by a notary public, by which the Contractor (i) affirms that such self-insurance program provides at least the same level of coverage as required by this Contract, (ii) agrees to assume responsibility for satisfying all obligations of the self-insurance program if such program for any reason fails to do so, and (iii) provides the BOE

<sup>[1]</sup> Included here are any combinations, limited partnerships, joint ventures, and/or any other combined activities in which the Contractor and/or any subcontractor(s) may participate.

- with the name and address of the office or official of its self-insurance program who is responsible for satisfying the self-insurance obligations. The foregoing requirements for advance approval include, but are not limited to, the Contractor's formation of, and/or participation in, any other alternative risk management arrangement(s) as a substitute for a traditional insurance policy(ies). In addition, the Contractor must provide the BOE Contract Manager with a written set of detailed rules and procedures for the BOE and/or the City to file a claim(s) and to obtain coverage under any risk retention fund(s) and/or any other alternative risk management arrangement(s) including, but not limited to, any required claim form(s), contact information, and any information required to be submitted with a claim(s). The Contractor's rules and procedures for submitting a claim(s) and obtaining coverage under any risk retention fund(s) and/or any other alternative risk management arrangement(s) shall be subject to approval by the Chancellor or Designee. Approval of any proposed self-insurance program, other alternative risk management arrangement(s) and the rules and procedures for submitting a claim(s) and obtaining coverage is at the sole discretion of the BOE. As determined by the Chancellor or Designee, any unreasonable failure and/or refusal by the Contractor and/or its agent(s) to accept and process a claim(s) from the BOE, the City and/or their agent(s) and/or any unreasonable disclaimer(s) of coverage by the Contractor and/or its agent(s) shall entitle the BOE to deduct from any compensation due and owing to the Contractor the amounts, as determined by the BOE and/or the City, of any and all resulting losses, damages, expenses (including, but not limited to, reasonable attorney fees), claims, demands, judgments, suits, allegations, liabilities, settlements and/or other costs that the BOE and/or the City, including their respective officials and employees, shall incur regarding any affected claim(s) and/or denial of coverage. The foregoing provisions shall apply equally to any subcontractor(s).
- (2) All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A-, or a similar rating by any other nationally recognized statistical rating organization acceptable to the City Corporation Counsel, unless prior written approval is obtained from the City Corporation Counsel.
  - (3) The Contractor shall be solely responsible for the payment of all premiums for all required insurance.
  - (4) The Board and the City's limits of coverage for all types of insurance required in this Contract shall be the greater of (i) the minimum limits set forth herein or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.
  - (5) Policies of insurance provided pursuant to this Contract shall be primary and non-contributing to any insurance or self-insurance maintained by the Board and the City.
  - (6) The Contractor may satisfy its insurance obligations under Contract through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

D. Proof of Insurance.

- (1) For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) days of award of this Contract. ACORD forms are not acceptable proof of such insurance.
  - a. Form C-105.2, Certificate of Workers' Compensation Insurance;
  - b. Form U-26.3, State Insurance Fund Certificate of Workers' Compensation Insurance;
  - c. Form SI-12, Certificate of Workers' Compensation Self-Insurance;



- d. Form GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance;
  - e. Form DB-120.1, Certificate of Disability Benefits Insurance;
  - f. Form DB-155, Certificate of Disability Benefits Self-Insurance;
  - g. Form CE-200 – Affidavit of Exemption;
  - h. Equivalent or successor forms authorized by the New York State Workers' Compensation Board; or
  - i. Other proof of insurance in a form acceptable to the Board.
- (2) For each type of insurance required by this Contract except for Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall submit within ten (10) days of award of this Contract or such other time as may be specified by the Chancellor or Designee:
- a. A Certificate of Insurance on a form acceptable to the Chancellor or Designee, a duly executed Certification of Insurance Broker or Agent (in the form available at [https://infohub.nyced.org/docs/default-source/default-document-library/procurement-insurance-certification-by-broker-form.pdf?sfvrsn=52b89163\\_2](https://infohub.nyced.org/docs/default-source/default-document-library/procurement-insurance-certification-by-broker-form.pdf?sfvrsn=52b89163_2)), and the endorsement or policy provision containing the required coverage as an additional insured and, if applicable, loss payee.
    - i. If the Certificate of Insurance form contains a space to indicate the "certificate holder," such space shall list: The Board of Education of the City School District of the City of New York, 52 Chambers Street, New York, NY 10007.
    - ii. The Certificate of Insurance form(s) evidencing CGL shall state: "The Board of Education of the City School District of the City of New York and the City of New York, including their respective officials and employees are additional insureds" or similar language acceptable to the Chancellor or Designee.
- OR-
- b. A copy of the complete insurance policy(ies) as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time the Contractor shall submit a certified copy of the policy.
- (3) The Contractor shall submit documentation confirming renewals of insurance to the Board prior to the expiration date of coverage of policies required under this Contract. Such documentation shall comply with the requirements concerning proof of insurance in paragraphs (1) and (2) above.
- (4) The Contractor shall provide the Board and/or the City with a copy of any policy of insurance required by this Contract upon the demand for such policy by the Chancellor, or the Chancellor's Designee, or the City Corporation Counsel.
- (5) Acceptance by the Chancellor or Designee of proof of insurance does not excuse the Contractor from maintaining policies consistent with all provisions of this Contract (and ensuring that subcontractors maintain policies that are required under this Contract) or from any liability arising from its failure to do so.
- (6) In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under Contract shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Board of Education, 52 Chambers Street, New York, New York 10007, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

E. Miscellaneous.

- (1) Whenever notice of loss, damage, occurrence, accident, claim or suit is required under any insurance policy maintained in accordance with this Contract that is required to include the Board and the City as an additional insured and/or loss payee, the Contractor shall provide the insurer with timely notice thereof on behalf of the Board and the City, including their respective officials and employees. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the Board of Education of the City School District of the City of New York and the City of New York, including their respective officials and employees as Additional Insured [and, if applicable, Loss Payees]" and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007 and the Board of Education Law Department at 52 Chambers Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the Board and the City, including their respective officials and employees, for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Board and/or the City, including their respective officials and employees.
- (2) In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Contract, the Contractor shall at all times fully cooperate with the Board and the City with regard to such potential or actual claim.
- (3) The Contractor's failure to maintain any of the insurance required by this Contract shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the Board or the City at any time.
- (4) Insurance coverage in the minimum amounts required in this Contract shall not relieve the Contractor or its subcontractors of any liability under this Contract, nor shall it preclude the Board and/or the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Contract or law.
- (5) Apart from damages or losses covered by Workers' Compensation Insurance, Employers' Liability Insurance, Disability Benefits Insurance, Commercial Automobile Liability Insurance, and Professional Liability Insurance, the Contractor waives all rights against the Board and the City, including their respective officials and employees, for any damages or losses that are covered under any insurance required under this Contract (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Contract.
- (6) If the Contractor requires any subcontractor to procure insurance with regard to any operations under this Contract and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also list the Board and the City, including their respective officials and employees, as an additional insured. For CGL, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

#### **INDEMNIFICATION AND RELATED OBLIGATIONS**

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Board and the City, including their respective officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the Board, the City,

or their respective officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Contract to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with law or any of the requirements of this Contract. Insofar as the facts or law relating to any of the foregoing would preclude the Board, the City, or their respective officials or employees from being completely indemnified by the Contractor, the Board, the City, and their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.

- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Board and the City, including their respective officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the Board, the City, or their respective officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, contractors, or subcontractors in the performance of this Contract. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Board, the City, and their respective officials and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Contract's scope of services/scope of work. Insofar as the facts or law relating to any of the foregoing would preclude the Board, the City, and their respective officials and employees from being completely indemnified by the Contractor, the Board, the City, and their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.
- C. The Contractor's obligation to indemnify, defend and hold harmless the Board, the City, and their respective officials and employees shall neither be (i) limited in any way by the Contractor's obligations to obtain and maintain insurance under this Contract, nor (ii) adversely affected by any failure on the part of the Board, the City, or their respective officials or employees to avail themselves of the benefits of such insurance.

**[NO FURTHER TEXT ON THIS PAGE]**

*This is a sample certificate. As applicable, upon contract award, obtain an original certificate from your insurance broker and submit. The City of New York and the Board of Education of the City School District of the City of New York must be included as additional insured, not merely as certificate holders.*

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		Clear	Save	DATE (MM/DD/YYYY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
<b>COVERAGES</b>					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
DESCRIPTION LTR INTRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER. <input type="checkbox"/> LOC.				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any employee) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
	<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND                      EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If Yes, Describe under SPECIAL PROVISIONS BELOW OTHER				<input type="checkbox"/> INC STATUS/ TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

Sample

Sample

**The Board of Education of the City School District of the City of New York and the City of New York, including their respective officials and employees are additional insured.**

CERTIFICATE HOLDER	CANCELLATION
City of New York Board of Education of the City School District of the City of New York 52 Chambers Street New York, NY 10007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:

**CERTIFICATION BY BROKER**

The undersigned insurance broker or agent represents to the New York City Board of Education and the City of New York that the attached Certificate of Insurance, dated \_\_\_\_\_, concerning insurance policy number \_\_\_\_\_, is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

\_\_\_\_\_  
[Name of broker or agent (Typewritten)]

\_\_\_\_\_  
[Address of broker or agent (Typewritten)]

\_\_\_\_\_  
[Email address of broker or agent (Typewritten)]

\_\_\_\_\_  
[Phone number/Fax number of broker or agent (Typewritten)]

\_\_\_\_\_  
[Signature of authorized official, broker, or agent]

\_\_\_\_\_  
[Name and title of authorized official, broker, or agent (Typewritten)]

\_\_\_\_\_  
[Date]

State of .....)  
  ) SS.:  
County of.....)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

**APPENDIX A3: PRICE CERTIFICATION CLAUSE (REVISED 11/13/78)**

The vendor certifies that the prices, warranties, conditions, benefits, and terms quoted herein are at least equal or more favorable to the Department of Education of the City School District of the City of New York than the prices, warranties, conditions, benefits and terms currently quoted by the vendor to any customers for the same or a substantially similar quantity and type of item(s) or services as described herein. This certification shall not apply to prices, warranties, conditions, benefits, and terms under contracts in effect between the vendor and other customers at the date of submission of the proposal within, except as provided herein.

The successful vendor (hereinafter called the "Contractor") further certifies that during the period between the proposal submission date and the completion of the term of this contract, should such Contractor offer prices, warranties, conditions, benefits, and terms more favorable than those quoted herein, or provide changed prices, warranties, conditions, benefits and terms more favorable than those quoted herein under a contract in effect at the proposal submission date with any customer, for the same or a substantially similar quantity and type of item(s) or services, then the contractor shall immediately thereafter notify the New York City Department of Education, Division of Contracts and Purchasing. Regardless of whether such notice is sent by the contractor or received by the New York City Department of Education, this contract shall be deemed amended retroactively to the effective date of more favorable treatment, to provide the more favorable prices, warranties, conditions, benefits, and terms. The Department of Education shall have the right and option to decline any such amendment.

If the contractor is of the opinion that an apparently more favorable price, warranty, benefit, condition, and term quoted, offered or provided to a customer is not more favorable treatment, the contractor shall immediately notify the CPO in writing setting forth in detail the reasons why the contractor believes the apparently more favorable treatment is not in fact more favorable treatment. The Director of Purchase, Purchasing Management, after consideration of the written explanation may, in their sole discretion, decline to accept the explanation and thereupon the terms will be at least equal to or more favorable to the Department of Education of the City of New York than the prices, warranties, conditions, benefits and terms offered by the contractor to any customer for the same or substantially similar quantity and type of item(s) and/or services as of the effective date of the revision.

The contractor hereby authorizes the inspection, review and copying of contracts and documents that pertain or relate to the performance of this clause of the contract. The contractor shall be obligated to keep the contracts and documents referred to in the above paragraph during the effective period(s) of this contract and for a period of three years after the final payment of this contract.

**[NO FURTHER TEXT ON THIS PAGE]**

**APPENDIX A4: MINORITY AND WOMEN OWNED BUSINESS ENTITIES PARTICIPATION**

The New York City Department of Education (NYCDOE) has contracts with vendors to purchase the goods and services necessary to ensure that students receive the quality education they deserve. The agency strives to give all businesses, including Minority and Women-Owned Business Enterprises (M/WBEs), an equal opportunity to compete for NYCDOE procurements. The agency casts a wide net in search of talented vendors, seeking qualified suppliers from all segments of the community. The NYCDOE's mission is to provide equal access to procurement opportunities for all qualified vendors including M/WBEs. The NYCDOE works to enhance the ability of M/WBEs to compete for contracts and NYCDOE is committed to ensuring that M/WBEs fully participate in the procurement process.

Accordingly, the NYCDOE encourages the participation of M/WBEs in this engagement.

**[NO FURTHER TEXT ON THIS PAGE]**

**APPENDIX A5: APPLICATION FOR AUTHORITY IN NYS**

The NYCDOE requires proof of Qualification in the State of New York. If the Proposer is a foreign entity (formed outside of the State of New York) and the performance of the services required in this RFP would qualify as “doing business” in NY State, the Proposer must provide proof of filing an Application for Authority with NYS Department of State.

The Application for Authority can be found at: <https://dos.ny.gov/application-authority-foreign-business-corporation>.

The Application for Authority and accompanying forms must be sent directly to the NYS Department of State. The NYC Department of Education only requires evidence of filing.

If such qualification is inapplicable to the Proposer as a foreign entity, and you do not consider the work to be performed as “doing business” in NY State, please provide a written explanation.

**[NO FURTHER TEXT ON THIS PAGE]**



**APPENDIX B: TERMS AND CONDITIONS**1. Definitions

- A. Words used in this Agreement shall have their ordinary meanings in the English language, except that scientific, technical, specialized or foreign words shall be given their appropriate scientific, specialized or foreign meanings, and definitions specifically provided elsewhere in the Agreement shall apply.
- B. The following words, names and titles shall have the following meanings:
- (1) "The Board" means the Board of Education of the City School District of the City of New York.
  - (2) "The City" means the City of New York.
  - (3) "Contract Budget Detail" means the document attached to and incorporated into the Agreement explaining and limiting how funds paid hereunder are to be expended by the Contractor.
  - (4) "The Comptroller" and "The Commissioner of Finance" mean the Comptroller and the Commissioner of Finance of the City, respectively.
  - (5) "The Chancellor" means the Chancellor of the Board.
  - (6) "Approved," "Required," "Directed," "Specified," "Designated" or "Deemed Necessary," unless otherwise expressed, mean approved, required, directed, specified, designated, or deemed necessary, as the case may be by the Chancellor or his designee.
  - (7) "Completion" means full and complete compliance with every requirement of the Agreement by the Contractor as certified by the Chancellor or his designee.
  - (8) "Final Payment" means (i) the payment or refund by the Board or City of any moneys that exhausts the amount of money made available under the Agreement or (ii) any payment marked "Final Payment."

2. Captions

The headings of this Agreement, the paragraphs, and subparagraphs of the Agreement, and of any attachments, are included solely for convenience and reference, and they shall not be used in any way to interpret this Agreement.

3. Conditions Precedent

This Agreement shall not become effective or binding upon the Board until: (1) it shall have been approved as to legal sufficiency by the Board's Office of Legal Services; (2) it shall have been executed by the Chancellor; (3) it shall have been approved as to legal authority by the New York City Law Department; (4) it shall have been registered by the Comptroller; (5) it shall have been approved by the New York State Education Department, if applicable; and, (6) the Comptroller shall have issued a certificate indicating there remains unexpended and unapplied a balance of the appropriation or fund applicable hereto sufficient to pay the estimated expense of performing the Agreement as certified by the Board. A Requirement Agreement for an extended period will require an endorsement upon the Agreement from time to time as services and/or items and materials are ordered, of the sufficiency of the appropriation applicable towards the payment for said services and/or materials as and when ordered. (Rev. 4/16/01)

4. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the Law.

5. Unlawful Provisions Void

If this Agreement contains any unlawful provisions or portions thereof, they shall be deemed deleted from the Agreement and the remainder of the Agreement shall remain in full force and effect. If the deletion of such provision frustrates the purpose of this Agreement, either party may make application to the Chancellor's designee for relief. (Rev. 10/4/02)

6. Religious Activity Prohibited

There shall be no religious worship, instruction, proselytizing, or other religious activity in connection with the performance of this Agreement.

7. Political Activity Prohibited

No Board property provided to the Contractor hereunder for the purposes of this Agreement shall be used for any political activity or to further the election or defeat of any candidate for public office. As used herein the term "Board property" shall include, but not be limited to, supplies, work sites, funds advanced and services.

8. Publication and Publicity

The Contractor or anyone employed by the Contractor may not publish the results of its participation or findings in the performance of this Agreement without the prior written approval of the Chancellor or his designee. All approved publications shall acknowledge that the program is supported by funds from the Board. Five true copies of each approved publication shall be furnished to the Board without charge. (8/29/88)

9. Copyright

If the Contractor or anyone employed by the Contractor shall write, record or otherwise produce copyrightable material within the scope or in furtherance of this Agreement, the Board shall be considered the author for purposes of copyright, renewal of copyright, and termination of copyright and, unless expressly waived in a written instrument signed by the Chancellor or his designee, the owner of all of the rights comprised in the copyright. (6/88)

10. Patents

Any invention or discovery arising out of or developed in furtherance of this Agreement shall be promptly and fully reported to the Board. The Board shall have the exclusive right to apply for patent protection on such invention or discovery and to determine how the rights in said invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered.

11. Accounting for Property

If any property is acquired by the Contractor with funds provided by the Board under this Agreement, the property shall be deemed purchased by the Board for the use of the Contractor during the term of the Agreement shall be permanently embossed "Property of New York City Board of Education" and shall be returned to the Board, at the Contractor's expense, within thirty (30) days after the end of said term, unless the Contractor is otherwise notified in writing by the Chancellor or his designee. (6/21/88)

12. Non-Reimbursable Expenses

The following items may not be claimed as a direct or indirect cost of the Services provided under this Agreement:

- a. rental expense of apartments;
- b. interest on loans;
- c. penalties for delinquent filing of tax returns;
- d. political or charitable contributions;
- e. advertising and promotions;
- f. legal expenses;
- g. key-man life insurance premiums;
- h. federal, state and city income taxes, state and city franchise taxes, and any costs for the preparation of such tax returns;
- i. expenses incurred in preparing for operations;
- j. cost of employee meals and lodging except when traveling outside the City and pursuant to the Contract Budget Detail of this Agreement;
- k. entertainment, gratuities, and any other items of a personal nature;
- l. long distance telephone calls unless directly related to the services provided under the terms of this Agreement;
- m. any expense not ordinary, necessary or reasonable in the performance of the Agreement.

13. Limitation on Overhead

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall be reimbursed for overhead costs equal to the lesser of either (1) the amount specified in the Contract Budget Detail of this Agreement or (2) the amount calculated by multiplying the total direct labor cost plus fringe benefits stated in the Contract Budget Detail of this Agreement by a fraction, the numerator of which shall be the total of all the Contractor's overhead costs during the term of this Agreement for all operations, and the denominator of which shall be the total of all of the Contractor's direct labor costs plus fringe benefits during the Term of this Agreement for all operations.

14. No Extra Compensation

The Contractor shall not seek, ask for, demand, sue for or recover, as extra compensation or otherwise, any sum for labor, materials or Services other than the compensation agreed upon and fixed.

15. Invoices and Payments

The Contractor shall furnish proof of performance with each invoice, and shall comply with all Board requirements concerning the manner in which invoices are to be submitted. The Contractor shall not be entitled to demand or receive full or partial payment, until each and every one of the provisions of this Agreement is complied with, and the Chancellor or his designee shall have given written certification to that effect. Nothing contained herein shall be construed to affect the right hereby reserved by the Board to reject the whole or any portion of the performance, should said certification be inconsistent with the terms of this Agreement, or otherwise erroneously given.

16. Cancellation of Grant Funding

If the goods or Services to be provided hereunder are to be paid for, in whole or in part, by means of grant funding received by the Board from federal, state, city or private sources, the obligation to pay the Contractor shall be subject to the continuing availability of said funding. The Board shall notify the Contractor within five (5) business days from the date the Board receives written notice of the cancellation of grant funding, in whole or in part, whereupon the Contractor may cease further performance of this Agreement to the extent said performance would not be supported by grant funding. However, the Board may, at its option, require completion of performance of this Agreement by the Contractor upon giving written assurance, signed by the Chancellor or his designee, within fifteen (15) business days of the date the Board receives written notice of such cancellation, that the completed performance of this Agreement shall be supported by other available funds.

17. No Estoppel

The Board, City, and their respective departments, divisions and offices, shall not be precluded or estopped by a statement or document issued by or on behalf of the Board or the City, from indicating the true value of Services performed and supplies furnished by the Contractor or by any other person pursuant to or as a result of this Agreement, or from indicating that any such return or certificate is untrue or incorrect in any particular, or that the Services performed and supplies furnished or any part thereof do not in fact conform to the provisions of the Agreement. Notwithstanding any such statement or document, or payment in accordance therewith, the Board and the City shall not be precluded or estopped from demanding and recovering from the Contractor such damages as may be sustained by reason of the Contractor's failure to comply with the provisions of this Agreement.

18. Acceptance of Final Payment

Receipt and negotiation by the Contractor, or by any person claiming under this Agreement, of the Final Payment hereunder, notwithstanding whether such payment be made pursuant to any judgment or order of any court, shall constitute a general release of the Board from any and all claims and liability for anything done, furnished, or relating to the labor, materials, or services provided, or for any act of omission or commission of the Board or its agents and employees. Said release shall be effective against the Contractor and the Contractor's representatives, heirs, executors, administrators, successors, and assigns.

19. Claims - Limitation of Action

No action at law or equity shall be maintained by the Contractor, its successors or assigns, against the Board on any claim based upon or arising out of this Agreement, or out of anything done in connection with this Agreement, unless such action shall be commenced within six (6) months after the date of filing of the voucher for final payment hereunder or within six (6) months of the required completion date for the services performed hereunder, whichever is sooner. None of the provisions of Article 2 of the Civil Practice Law and Rules shall apply to any action against the Board arising out of this Agreement.

20. Notices

The Contractor's address stated on page 1 of this Agreement is hereby designated as the place where all notices, letters or other communications directed to the Contractor shall be served, mailed or delivered. Any notice, letter or other communication directed to the Contractor and delivered to such address, or sealed in a post-paid wrapper and deposited in any post office box regularly maintained by the United States Postal Service, shall be deemed sufficient service thereof upon the Contractor. Said address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Chancellor's designee. Nothing herein contained shall be deemed to preclude or render inoperative personal delivery of any notice, letter

or other communication, written or oral, to the Contractor. Whenever it shall be necessary or required to prove the delivery of any notice, an affidavit describing such delivery shall be conclusive evidence of such delivery.

21. Amendments and Waivers

- A. This Agreement may be amended by a written instrument signed by an authorized officer for the Contractor, and by the Chancellor or his designee. No amendment materially affecting the substance hereof shall be effective unless authorized by the Chancellor, and a copy of said authorization is attached to the amendment and incorporated therein. (Rev. 11/27/02)
- B. No waiver by the Board of any term or condition hereof shall be effective unless in writing and signed by the Chancellor or his designee. Any waiver shall be specifically limited to its terms, and shall not be deemed applicable to subsequent like circumstances.
- C. Any purported oral amendment or waiver shall be void.

22. Suspension of Deliveries

The Chancellor or his designee, may postpone, delay, or suspend the delivery of the goods or Services, or any part thereof, without additional compensation to the Contractor. In such event, (A) the time established for performance by the Contractor of any duty during the Term of this Agreement may, at the Contractor's option, be extended for the number of days the Contractor was delayed by said suspension, postponement, or delay provided the Term is not thereby extended; however, (B) the Term may, at the Board's option, be extended for the number of days the Contractor was delayed by said suspension, postponement, or delay.

23. Cancellation

- A. If the Contractor violates any provision of this Agreement, the Chancellor or his designee may pursue any legal or equitable remedies available to the Board. In addition, the Chancellor or his designee may seek to have the Contractor declared in default by a panel to be designated by the Chancellor. In the event that the Chancellor's designee shall determine the Contractor to be in default, the Board may cancel this Agreement and shall thereafter be relieved of all liability hereunder. Upon a finding of default in violation of this contract, the Contractor shall be deemed not responsible and disqualified from bidding for a period of four years, unless in such finding of default, a lesser penalty is imposed by reason of mitigating circumstances. (Rev. 10/4/02)
- B. In the event of breach of this Agreement by the Contractor, the Board shall have the right to cancel and terminate said Agreement, and the Contractor shall be liable to the Board for any additional cost of completion of the within services, the Board's other costs in connection with the termination, reletting and completion of the services. All such costs, along with any liquidated damages for delay provided herein, may be assessed by the Board against the Contractor and deducted by the Board from payment to be made to the Contractor under this or any other Agreement at any time between the Contractor and the Board or City. In the event that said costs exceed all sums owed at the termination date of this Agreement, the Contractor shall pay the amount of such excess to the Board upon notice from the Board of said amount, and in the event that said costs and liquidated damages are less than the sum payable under this Agreement as if same had been completed by the Contractor, the Contractor shall forfeit all claims to the difference to the Board. If the Board undertakes to secure the services or any part thereof under this section of the Agreement, the certificate of the Chancellor or his designee indicating the amount of services secured, the cost and excess cost, if any, of completing this Agreement, and the amount of liquidated damages hereunder, shall be conclusive and binding upon the Contractor, its assigns and all other claimants.

24. Board Determination

The Chancellor or his designee shall in all cases determine the acceptability of the labor, materials, or Services which are delivered pursuant to this Agreement, including but not limited to their quality, delivery, and condition, and shall in all cases decide every question which may arise relative to the performance of this Agreement. The Contractor may not rely upon, and the Board shall not be bound by, any explanations, determinations or other statements by or from the Board which are not in writing and signed by the Chancellor or his designee.

25. Investigations

25.1 The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

25.2(a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or,

25.2(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then:

25.3(a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license may convene a hearing, upon not less than (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

25.3(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 25.5 below without the City and Board incurring any penalty or damages for delay or otherwise.

25.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City and Board; and/or

(b) The cancellation or termination of any and all such existing City and Board contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice

scheduling the hearing, without the City and Board incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the Board.

- 25.5 The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:
- (a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
  - (b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
  - (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City and the Board.
  - (d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 25.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 25.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstances the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- 25.6
- (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
  - (b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
  - (c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, licenses, leases, or permits from or through the City or Board or otherwise transacts business with the City or Board.
  - (d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- 25.7 In addition to and notwithstanding any other provisions of this agreement, the commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or Board, or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Contractor or affecting the performance of this agreement.

26. Reports, Inspection and Records

- A. The Contractor shall promptly provide all reports required by the Board, including without limitation, financial, program, statistical, analytical, narrative and progress reports. Unless otherwise provided herein, the final payment hereunder shall not be made until all reports have been submitted and approved by the Board.
- B. The Contractor shall, until six (6) years after completion of its services hereunder or six years after date of termination of this Agreement, whichever is later, maintain and retain complete and correct books and records relating to all aspects of the Contractor's obligations hereunder. Records must be maintained separately, so as to identify clearly the hours charged to this Agreement and be distinguishable from all other hours charged which are not related to this Agreement.
- C. The Contractor shall make its staff, and premises, books, records, operations, and Services provided under this Agreement, and those of its subcontractors, available to the Board and to any person, agency or entity designated by the Board, at any time, for program, audit, fiscal audit, inspection, observation, sampling, visitation and evaluation, and shall render all assistance and cooperation for said purposes. The Contractor agrees to attend, upon demand, any investigation conducted by the Board to produce any records and other documents required by the Board at that investigation, to cooperate with the Board, and to give sworn testimony pertaining to those documents or the subject of the investigation; provided only that the investigation, testimony, records and documents relate to the subject of the Contractor's relationship with the Board of Education. If a corporation, partnership or government agency, the Contractor agrees to require its officers, employees and partners to comply with the foregoing.
- D. In its record keeping the Contractor shall also comply with all federal, state and local laws and regulations pertaining to such records, including, without limitation, the regulations of the Comptroller, and shall require its subcontractors to do likewise.
- E. In the event that any federal, state or local government agency, or other public or private agency conducts an audit of any of the Contractor's operations which pertains directly or indirectly to the goods and services provided pursuant to this Agreement, within five (5) working days after receipt by the Contractor of notice of the commencement of such audit the Contractor shall give notice of such commencement to the Board; and within five (5) working days after receipt by the Contractor of a copy of any resulting interim or final audit report, the Contractor shall supply one copy thereof to the Board. (6/24/88)

27. Non-Assignment of Contract

The Contractor shall give its personal attention to the faithful performance of this Agreement. The Contractor covenants that it will not assign, transfer, convey, sublet or otherwise dispose of this Agreement or its right, title or interest therein or its power to execute such Agreement, to any other person or corporation without the previous written consent of the Chancellor or his designee. Request for permission to assign a contract shall be submitted in writing to the Chancellor's designee, Chief Procurement Officer of the Division of Contracts and Purchasing, 65 Court Street, Brooklyn, New York 11201. A non-refundable processing fee of \$250.00 for contract amounts less than \$100,000.00 and \$500.00 for contract amounts \$100,000.00 or greater shall be submitted with the request. Said fee shall be by check or money order and made payable to the New York City Board of Education, Division of Contracts and Purchasing. The Chancellor's designee shall grant or deny such requests after consultation with the appropriate Division or Office, the decision is final and binding. If the Contractor in any way violates the terms of this provision, the Board shall have the right to cancel and terminate this Agreement, and the Board shall thereupon be relieved from all liability hereunder. Nothing contained herein shall be construed to affect an assignment by the Contractor for the benefit of its creditors made pursuant to the statutes of the State of New York. No right under this Agreement, or to any monies due or to become due hereunder, shall be asserted against the Board or the City in law or in equity by reason of a purported assignment of this



Agreement, or any part thereof, or of any monies due or to become due hereunder, unless authorized as aforesaid. (Rev.11/27/02)

28. Contractor's Staff

The Contractor shall employ or contract for the services of only competent workmen, consultants, independent contractors, and other employees as are, or reasonably may be, necessary for the performance of the Services hereunder.

The Contractor warrants that it shall be solely responsible for its employees' work, direction, safety, and compensation. (6/84)

The Contractor agrees to replace immediately any employee, and not engage such employee in the performance of this Agreement, if the Contractor is notified in writing that, in the opinion of either the Chancellor, a Community Superintendent, or their designees, such employee is incompetent or otherwise impedes the performance of the services hereunder.

29. Confidentiality of Records

All personally identifiable student and staff information obtained by or furnished to the Contractor by the Board, and all reports and studies containing such information prepared or assembled by the Contractor, are to be kept strictly confidential by the Contractor and shall not be provided or disclosed to any third party without the express written permission of the Chancellor or his designee. The Contractor shall limit access to such material in its control to those of its employees performing services pursuant to this Agreement strictly on a need to know basis. The Contractor shall restrict its use of the information to its performance under this Agreement and shall return all such material to the Board upon the completion of the services herein.

30. Testimony

If the project which is the subject matter of this Agreement at any time becomes involved in a proceeding, to which the Board or the City is a party, before any court, board, tribunal, panel, arbitrator, referee or agency, the Contractor shall provide such knowledgeable witnesses as the Board shall require, free of additional compensation of any kind. Nothing herein shall require the Contractor to provide testimony in any proceeding in which it is a party with interests opposed to those of the Board.

31. No Personal Liability

Neither the Chancellor, nor any board members, nor any officer, employee, agent or representative of the Board or of the City shall be personally liable, based upon any theory of law or equity, to the Contractor or to any party claiming on behalf of or through the Contractor, under this Agreement, or by reason of any individual's actions or failure to act in any way connected with this Agreement, whether or not the action shall have been within or without an individual's scope of authority. The scope of this provision includes personal injury to any personal interest (commercial or otherwise), physical injury (including death), property damages, and any pecuniary damages where such injuries or damages result from or arise out of negligence. The Contractor further waives any and all rights to make a claim or commence an action or special proceeding, in law or equity, against any of the aforementioned individuals, and the Contractor hereby assigns its complete right, title, and interest in any such claim, action, or special proceeding to the Board. (Rev. 12/12/02)

32. Indemnification

The Contractor shall defend, indemnify, and hold harmless the Board and the City from any and all claims, suits, actions, costs and damages to which the Board and the City may be subjected by reason of injury to person or property, or wrongful death, as may result of any act, omission, carelessness, malpractice or incompetence of the Contractor, or anyone employed or engaged by the Contractor, in connection with the performance of this Agreement. (12/19/02)

33. Conflicts of Interest

- A. Except as stated in paragraph B, no non-governmental Contractor may have on its Board of Directors (or comparable body), employ or have under contract for services (1) any present full-time officer or employee of the City of New York or the Board of Education or any part-time officer or employee of the Board, or (2) any present full-time officer or employee of the City on leave from the City or the Board or any part-time officer or employee of the Board currently on leave from the Board. Generally, the Conflicts of Interest Board may grant waivers of this provision, if an employee or officer is not involved in the Contractor's business with the City or the Board. Said waivers are discretionary and must be approved prior to the commencement of services by that individual. The Board of Education's Ethics Officer must be contacted if an officer or employee wishes to request a waiver. (Rev. 12/12/02)
- B. No Board of Education officer or employee may serve as an unpaid member of a Board of Directors (or comparable body) of a non-governmental not-for-profit Contractor without the permission of the Chancellor. To obtain this permission, the officer or employee must contact the Board of Education's Ethics Officer. All other City officers or employees may serve as unpaid members of Boards of Directors (or comparable body) of a non-governmental not-for-profit Contractor, if the officer or employee has no involvement with the Contractor's business with the City or the Board. (Rev. 11/27/02)
- C. No officer or employee of the Board of Education, or the officer or employee's spouse/ domestic partner or unemancipated child(ren) can have an ownership interest in the contractor, defined as an interest which exceeds five percent of the firm or an investment of \$32,000 in cash or other form of commitment, whichever is less, and any lesser interest when the officer or employee or spouse, unemancipated child(ren), or domestic partner exercises managerial control or responsibility regarding any such firm. For Contractors with stock that is publicly traded, compliance with this subparagraph C is the obligation of Board of Education employees and officers. (1/16/03)
- D. No former officer or employee of the Board may appear before the Board on behalf of a non-governmental Contractor within one year of the former officer or employee's termination of service with the Board. An appearance before the Board includes all communications with the Board. However, a former employee of the Board is not prohibited from serving on a non-governmental Contractor's Board of Directors (or comparable body), or from employment or contracting for services with the Contractor, provided that the former employee does not appear before the Board within one year of the termination of service with the Board.
- E. No former officer or employee of the City (including the Board) may have any involvement on behalf of a non-governmental Contractor with any aspect of a contract, including services under that contract, if that former officer or employee was involved substantially and personally with any aspect of that contract while employed by the City. Any former City employee whose duties for the City or the Board involved a contract shall contact the New York City Conflicts of Interest Board for clarification before having any involvement with the contract on behalf of a non-governmental Contractor or any other private interest.
- F. The Contractor warrants that, other than a bona fide employee or contractor regularly working as a sales representative for the Contractor, no person, selling agency, or other entity has solicited or secured this Agreement, or has been employed or retained to do so, for a commission, percentage, brokerage fee or contingent fee.
- G. The Contractor shall not give, and warrants that it has not given or promised to give, any gift to a community school board member, school leadership team member or to any officer, employee or other person whose salary is payable in whole or part from Board or City funds, or other funds under this Agreement. The word "gift" shall include, without

limitation, money, tangible goods, services, loans, promises or negotiable instruments.  
(2/13/01)

- H. If the Contractor violates any provision of this paragraph, the Board may, at its option: (1) cancel and terminate this Agreement and be relieved of all liability hereunder; (2) deduct all amounts paid by the Contractor or other value given by the Contractor in violation of this paragraph from payments made or to be made to the Contractor under this or any other Agreement at any time; (3) require the refund of any funds paid hereunder; (4) any combination of the foregoing; or (5) any other action the Board deems necessary and appropriate as permitted by law. Any breach of the warranties or violation of the provisions of this paragraph shall be grounds to find the Contractor or its principals as not a responsible bidder on other Board or City contracts.
- I. Provider shall adhere to the Central Board of Education policy on Conflicts of Interest, the Chancellor's Regulations on Conflicts of Interest C-110, and the New York City Charter provisions on Conflicts of Interest which are hereby incorporated by reference as if fully attached hereto.

34. Antitrust

The Contractor assigns to the Board its right, title and interest in and to any claim or cause of action arising under the antitrust laws of New York State or the United States relating to the goods or Services purchased or procured by the Board pursuant to this Agreement.

35. Merger and Choice of Law

This written Agreement constitutes the entire agreement of the parties, and no other prior or contemporaneous agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto, or to vary any of the terms contained herein. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflict of law rules.

36. Participation in an International Boycott

- A. The Contractor agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- B. Upon the final determination by the Commerce Department or any other agency of the United States that the Contractor or a substantially-owned affiliated company thereof, participated, or is participating, in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Chancellor or his designee may, at his option, render forfeit and void this contract. (1/12/89)
- C. The Contractor shall comply, in all respects, with the provisions of Section 6 - 114 of the Administrative Code of the City of New York and the rules and regulation issued by the Comptroller thereunder.

37. No Discrimination

- A. The Contractor will strictly comply with all applicable Federal, State and Local laws pertaining to the subject of discrimination on any ground, as they may now read or as they may hereafter be amended.
- B. The Contractor is, and will remain, an Equal Opportunity Employer. In addition to the other requirements of this paragraph 37, the Contractor shall provide equal opportunity for all qualified persons, and shall not discriminate in employment because of actual or perceived

race, creed, gender, color, age, sexual orientation national origin, alienage, citizenship status, ethnicity, disability, marital status, partnership status, religion, religious practice, sex, gender, or political beliefs or affiliations, and shall promote the full realization of equal opportunity. (Rev. 9/20/88)

- C. Pursuant to the provisions of the New York State Labor Law, the Contractor agrees, in its operations performed within the State of New York:
- (1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
  - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
  - (3) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated by the contractor or subcontractor, or anyone acting on behalf of the contractor in violation of the provisions of the contract;
  - (4) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract;
  - (5) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York; and
  - (6) That the Board is, for purposes of this subparagraph C., a "state or municipality." (Rev. 11/25/96)

38. Equal Employment Opportunity Requirements for Professional Contractors

A. Definition of Terms for the Implementation of a Program of Affirmative Action.

The following terms, when used in this paragraph, shall have the meanings given for them.

- (1) "Employee": Any person employed full or part-time in any capacity by the Contractor or sub-contractor.
- (2) "Minority Groups and Affected Classes": Blacks, Hispanics (Non-European), Asian Americans, American Indians, females and individuals with handicapping conditions.
- (3) "Program of Affirmative Action": A detailed, result-oriented set of written procedures submitted by a Contractor or sub-contractor which when implemented with conscious effort results in compliance with the Equal Opportunity Policy herein, through full utilization and equal treatment of minorities, women and individuals with handicapping conditions at all levels and in all segments of the Contractor's or sub-contractor's work force. An effective Program of Affirmative Action shall include but not necessarily be limited to, the following elements: (Rev. 9/20/88)

- (a) Development or reaffirmation of the Contractor's or sub-contractor's Equal Opportunity Policy;
  - (b) Dissemination of the Policy;
  - (c) Responsibility for implementation;
  - (d) A survey and analysis of employment at all levels and in all categories and aspects of the Contractor's or sub-contractor's work force, which determines if and at which levels, categories, and aspects there is an underutilization of minority and female employees;
  - (e) An analysis of employment policies and practices, including but not limited to seniority systems, recruitment, training, promotion, insurance and job benefits and their effects upon minorities, women and individuals with handicapping conditions;
  - (f) Corrective actions taken, or to be taken, toward the elimination of any employment policy or practice having a discriminatory effect on minority group members and women; and
  - (g) Description of the Contractor's efforts to engage, as sub-contractors, bona fide minority business enterprises and female enterprises.
- (4) "Goals and Timetables": Projected levels of achievement resulting from an analysis by the Contractor or sub-contractor of its deficiencies, and of what it can reasonably do to remedy them within a specified time period.
  - (5) "Underutilization": Having fewer minorities, women and individuals with handicapping conditions in a particular job classification than would reasonably be expected by their availability in the appropriate labor force.
  - (6) "The Office": The Office of Equal Opportunity of the Board.

**B. Required Program of Affirmative Action**

- (1) The Contractor is required to identify and eliminate overt and covert discriminatory practices and implement the Program of Affirmative Action. Upon demand of the Office the Contractor shall submit to the Office a detailed written Program of Affirmative Action (hereinafter referred to as a "P.A.A."). In the event the Contractor submits a P.A.A. not acceptable to the Office, the Office will require the correction or revision of the P.A.A. to its satisfaction.
- (2) In the event the Contractor fails to submit such an acceptable P.A.A. within the time specified in the demand, the Contractor may be declared in default. The Director shall be the sole judge of the P.A.A.'s acceptability. The P.A.A. shall:
  - (a) Apply to all Board of Education professional services contracts with the Contractor;
  - (b) Encompass all phases of the employment process, including evaluation of job classification to ensure job relatedness, recruitment, selection, validity of examinations, retention, layoffs, seniority, assignments, training, promotion, salary, and benefits;
  - (c) Fulfill the following requirements:

- (i) Include measurable goals, reasonable timetables, and specific programs to be implemented by the contractor to identify and eliminate deficiencies in employment practices with respect to the underutilization of members of minority groups and members of affected classes;
- (ii) Include a statement of the present utilization of minority group members and women in the Contractor's work force and a projection of the minority utilization in the Contractor's work force for the life of the Contract and for at least a one-year period succeeding its completion. This statement and projection shall include present and projected (1) rates of hiring and promotion of minority group members and women in specific job categories at each wage rate within each level of employment and according to major organizational unit, and (2) percentages of minority group and women utilization in specific job categories at each wage rate within each level of employment, and according to major organizational work force;
- (iii) Include all of the Contractor's facilities within New York City as well as those facilities located elsewhere within the continental limits of the United States;
- (iv) Specify the union(s) or other employee organizations to which the Contractor's employees belong, and shall include commitments to good faith efforts to effect Equal Opportunity changes directly or indirectly, in programs by such unions or organizations to recruit, train, qualify or otherwise select members, if such changes are deemed necessary. The P.A.A. shall also include a copy of any agreement with an employee association which affects employment policies and practices;
- (v) Be submitted in such format as shall be specified by the Director of the Office;
- (vi) Include a commitment to submit to the Director a separate P.A.A., of the form (i) to (v) hereof, for each subcontractor prior to approval of the subcontractor by the Board of Education;
- (vii) Include a written evidence or proof which shows that minority entrepreneurs have been solicited and given an equal opportunity to submit proposals and that such proposals have been given equal consideration for award;
- (viii) Contain commitments as to goals for minority and affected classes employment and adoption of equal employment practices not less strict than the commitments contained in the Contractor's most recent P.A.A. which was approved by the Office.

C. Compliance Inspection Report

Upon demand of the Office the Contractor shall, within the specified time, submit to the Office a Compliance Inspection Report. The completed Compliance Inspection Report must be returned to the Office within such time as is specified in the requisition for information accompanying the report form.

D. Conferences

The Contractor shall attend such conferences as shall be required by the Office for the purpose of acquainting it with the statutory and contractual requirements and what specific measures shall constitute an acceptable P.A.A.

E. Implementation of P.A.A.

During the Term of the Contract, the Contractor shall successfully implement the P.A.A. approved by the Office.

F. Default

If, in the opinion of the Office, the Contractor has breached any of the requirements of paragraphs 36 or 37 hereof it may seek to have the Contractor declared in default by the Chancellor's designee as provided elsewhere herein. (Rev. 10/10/02)

For further information concerning these rules, regulations or procedures, contractors may consult with the Office of Equal Opportunity of the Board.

39. MacBride Principles Provisions for Board of Education Contractors

**ARTICLE I. MACBRIDE PRINCIPLES**

**PART A**

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the Contractor stipulates that such Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contract either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

**PART B**

For purposes of this section, the following terms shall have the following meanings:

"MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

- (7) ~~shall~~ develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

## ARTICLE II. ENFORCEMENT OF ARTICLE I.

The Contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirements contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law. (8/92)

### 40. Set-Off Rights

The Board shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Board's option to withhold for the purposes of set-off any moneys due and owing to the Board with regard to this Agreement, any other agreement with the Board, including any agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the Board for any other reason. The Board shall exercise its set-off rights in accordance with normal Board practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Board, its representatives, or the State or City Comptroller. (1/95)

### 41. Non-Collusive Bidding

If this Agreement was awarded by the Board based upon the submission of bids or proposals, Contractor warrants under penalty of perjury, that its bid or price quotation was arrived at independently and without collusion aimed at restricting competition. (10/92)

### 42. Intentionally Left Blank (Burma Provision Deleted 9/6/01)

### 43. Intentionally Left Blank (Year 2000 Compliance Required Deleted 11/27/02)

### 44. Fair and Ethical Business Practices

- A. Fair and Ethical Business Practices shall be strictly adhered to during the term of this Agreement. During the term of this Agreement, Contractor shall not:



- (1) File with a government office or employee, a written instrument which intentionally contains a false statement or false information;
- (2) Intentionally falsify business records;
- (3) Give, or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant with intent to influence that labor official or public servant with respect to any of his or her official acts, duties or decisions as a labor official or public servant;
- (4) Give or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant for any reason;
- (5) Give, or offer to give, money, gifts or other benefit(s) to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business practices;
- (6) Knowingly participate in the criminal activities of any organized crime group, syndicate or "family," nor shall any person employed by or associated with any such organized crime "family," syndicate or group participate through criminal means in any of the business affairs of Contractor.

B. Contractor certifies throughout the term of this Agreement, that there have been no changes in circumstances, conditions or status of Contractor's qualification(s) as reflected in Contractor Questionnaire or other such documents submitted to the Board. Any change in the information provided by Contractor in its questionnaire currently on file with the Board must be immediately reported to the Board. In addition, Contractor shall immediately notify the Board of any of the following events if it becomes known that any director, partner, officer, member or employee of Contractor, or any shareholder owning 5% or more of Contractor's membership interests:

- (1) is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or
- (2) is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
- (3) is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime. (10/8/98)

45. Indemnification Language

The Contractor shall defend, indemnify and hold the Department and the City harmless from and against any and all claims, suits, damages, judgments, liabilities, costs, and expenses, including reasonable attorneys' fees, to which they may be subject because of or related to any claim that the Copyrightable Materials or their use constitutes an infringement by the Contractor or a violation by the Contractor of the copyright, patent, trademark, or any other property or personal right of any third party. For the purposes of this provision, "Copyrightable Materials" shall include any reports, documents, data, photographs, software, and/or other materials provided pursuant to this agreement, regardless of whether the copyright in such materials is or shall be owned by the Department, the Contractor, or third parties. This indemnification shall survive the termination or expiration of this Agreement. This indemnification provision shall not be limited in any way by the Contractor's obligations to obtain insurance as provided under this Agreement. Furthermore, Contractor shall defend and settle at its sole expense all suits or proceedings brought against Contractor arising out of the foregoing. However, in cases involving software, no such settlement shall be made that prevents the Department from continuing to use the software without the Department's prior written consent, which consent shall not be withheld unreasonably. 1/15/03

46. Dispute Resolution Procedure

- A. In the event the Contractor and the Board are unable to resolve their differences concerning a determination by the Board, the Contractor may initiate a dispute in accordance with the procedure set forth in this Section 46. Exhaustion of these dispute resolution procedures by Contractor shall be a precondition to any lawsuit permitted hereunder.
  - B. The Dispute Resolution Officer (“DRO”) selected by the CPO shall be authorized to decide all questions of any nature whatsoever arising out of, under or in connection with, or in any way related to or on account of, this Agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to contract award) and the DRO’s decision shall be conclusive, final and binding on the parties. The DRO’s decision may be based on such assistance as s/he may find desirable, including advice of experts. The effect of the DRO’s decision shall not be impaired or waived by any negotiations or settlement offers in connection therewith, or by any prior decision of others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Agreement.
  - C. All such disputes shall be submitted in writing by the Contractor to the DRO, together with all evidence and other pertinent information with regard to such questions, in order that a fair and impartial decision may be made. The Board Contract Manager may submit to the DRO all materials that s/he deems pertinent to the dispute. The DRO shall render a decision in writing and deliver a copy of same to the parties within forty-five (45) days of the conclusion of submission of all materials and information, or such longer time as may be agreed to by the parties. In an unusually complex case, the DRO may render his or her decision in a longer period of time, not to exceed ninety (90) days or such longer time as may be agreed to by the parties, and shall so advise the parties at the commencement of this period. The DRO’S decision shall be deemed a final agency action.
  - D. During such time as any dispute is being presented, heard, and considered pursuant to this Section 46, the terms of this Agreement shall remain in full force and effect and the Contractor shall continue to provide any services in accordance with this Agreement. Failure of the Contractor to continue to provide services shall constitute a material breach of contract.
  - E. If the Contractor protests the determination of the DRO, the Contractor may commence a lawsuit in Supreme Court, County of New York under Article 78 of the New York Civil Practice Law and Rules. Such review of the Court shall be limited to the question of whether or not the DRO’s decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such an action or proceeding that has not been presented to the DRO prior to the making of his or her decision.
47. NYC Earned Safe and Sick Time Act Contract Rider
- A. Introduction and General Provisions
    - (1) The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq.* (“DCWP Rules”).
    - (2) The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this

agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

- (3) The Contractor must notify (with a copy to DCWP at [ComplianceMonitoring@dcwp.nyc.gov](mailto:ComplianceMonitoring@dcwp.nyc.gov)) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP's guidance and must comply with DCWP's subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.
- (4) Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City's administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.
- (5) The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

**B. Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use**

- (1) An employee who works within the City must be provided paid safe and sick time.<sup>[2]</sup> Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.
- (2) Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of

paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

<sup>2]</sup> Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

- (3) An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:
- (a) such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
  - (b) such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
  - (c) closure of such employee's place of business by order of a public official due to a public health emergency;
  - (d) such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or
  - (e) when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:
    - (i) to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
    - (ii) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
    - (iii) to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
    - (iv) to file a complaint or domestic incident report with law enforcement;
    - (v) to meet with a district attorney's office;

- (vi) to enroll children in a new school; or
  - (vii) to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.
- (4) An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.
- (5) An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.
- (6) An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.
- (7) Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.
- C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:
- (1) an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);
  - (2) an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;
  - (3) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the

- ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;
- (4) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
  - (5) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
  - (6) a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.
- D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.
- E. Notice of Rights
- (1) An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.
  - (2) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.
- F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.
- G. Enforcement and Penalties
- (1) Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer.
  - (2) DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and

sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

- (3) Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

- H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

#### 48. Whistleblower Protection

- (1) The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, the NYCDOE CPO, or the Chancellor.
- (2) If any of the Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of the previous paragraph, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (3) The Contractor shall post a notice provided by the City (**Attachment A**) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:
- a. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and
  - b. the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

- (4) For the purposes of this Whistleblower Protection provision, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- (5) This Whistleblower Protection provision is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this Whistleblower Protection provision in all subcontracts with a value a value in excess of \$100,000.
- (6) This Whistleblower Protection provision is not applicable to this Agreement if it is valued at \$100,000 or less. Paragraphs (1), (2), (4), and (5) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Paragraph (3) is neither applicable to this Agreement if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

## SUPPLEMENTAL TERMS AND CONDITIONS

### 1. SUBCONTRACTING RESTRICTIONS

- A. The Contractor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Board of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars (\$5,000). All subcontracts must be in writing.
- B. Prior to entering into any such subcontract for an amount greater than Five Thousand Dollars (\$5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Board giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Board, a copy of the proposed subcontract shall be submitted to the Board. The proposed subcontractor's PASSPort Disclosure filing must be submitted, if required, within thirty (30) Days after the Board has granted preliminary approval of the proposed subcontractor. Upon the request of the Board, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Board shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-Five Thousand Dollars (\$25,000), the Board's approval shall be deemed granted if the Board does not issue a written approval or disapproval within forty-five (45) Days of the Board's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Board's acknowledged receipt of fully completed PASSPort Disclosure filing for the subcontractor.
- C. All subcontracts shall contain provisions specifying that:
  1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the Board and the Contractor;
  2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the Board;
  3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the Board and the Contractor, shall create any contractual relation between the subcontractor and the Board;



4. The subcontractor specifically agrees to be bound by provisions in this Agreement regarding Non-Discrimination, Equal Employment Opportunity Requirements, Confidentiality, and Cooperation with Audits and Investigations and specifically agrees that the Board may enforce such provisions directly against the subcontractor as if the Board were a party to the subcontract;
  5. The specific consideration for the Subcontractor's services, including any monetary exchange between the parties and the basis upon which payment will be made; and
  6. That the Subcontractor may not enter into second-tier subcontracting contracts for performance of services for the Board without the prior written approval of the Board, and any such subcontracts must contain all of the provisions set forth herein. The Contractor remains responsible for submission and approval of any second-tier subcontracts.
- D. The Contractor agrees that it is as fully responsible to the Board for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.
  - E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.
  - F. The Board may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the Board in writing on no less than ten (10) Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The Board shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The Board shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.
  - G. The Board's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Board, the Contractor shall provide the Board a copy of any subcontract.
  - H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.
  - I. Payments made under the terms of any subcontract for services under this Agreement must be supported with documentation that includes dated invoices and work performed.

## **2. TERMINATION FOR CAUSE**

- A. If the Contractor violates any provision of this Agreement, the Chancellor or his/her designee may pursue any legal or equitable remedies available to the Board. In addition, the Chancellor or his/her designee may seek to have the Contractor declared in default by the CPO or his/her designee. Before the CPO shall exercise the right to declare the Contractor in default, the Contractor shall be given an opportunity to be heard upon not less than two (2) days' notice; however, it shall be within the discretion of the CPO to suspend the Contractor and direct that it cease performing services pursuant to the Agreement pending such opportunity to be heard. It shall also be within the discretion of the Director to provide for such opportunity to be heard to be in writing or in person. In the event that the CPO shall determine the Contractor to be in default, the Board may cancel

this Agreement and shall thereafter be relieved of all liability hereunder. Notwithstanding the foregoing, the Board may terminate this Agreement immediately without notice in cases in which the Board has reason to believe that the Contractor is performing in a manner which would endanger the health, safety and/or welfare of pupils and/or their families. In such case, the Board shall administer the opportunity to be heard in a post-termination manner. **Upon a finding of default, the default determination shall be submitted to the New York City Mayor's Office of Contract Services for inclusion in the Contractor's PASSPort Disclosure filing.**

**3. DUTY TO REPORT**

- A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners, employees, affiliates and/or subcontractors, has any interest nor shall any of them acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services provided under this Agreement. The Contractor further represents and warrants that, in the performance of this Agreement, no person having such interest or possible interest shall be employed or otherwise engaged by it. The Contractor and its employees, agents and subcontractors must report to the Office of the Special Commissioner of Investigation for the New York City School District (herein expressed as "SCI"), 80 Maiden Lane, 20th Floor, New York, NY 10038, (212) 510-1500, (877) 888-8355, any such interest or possible interest. The Contractor and its employees, agents and subcontractors must also report to the SCI any criminal activity of which they have knowledge concerning the execution or the performance of this Agreement. The Contractor must inform, in writing, each employee, agent and subcontractor of his/her duty to report.

**[NO FURTHER TEXT ON THIS PAGE]**

APPENDIX C: SAMPLE WORK ORDER

SYSTEM WIDE PROFESSIONAL SERVICES REQUIREMENTS CONTRACT WORK ORDER

This work order is required prior to issuing a purchase order to ensure that the district/school/office and the vendor are in agreement as to the terms of the purchase. No purchase order will be issued without a complete and signed work order. This work order does not replace the contract terms. Rather, it explains the terms for this specific engagement.

Pricing and services must be wholly consistent with the terms and conditions of the contract.

VENDOR NAME:
ADDRESS:
CONTACT:
TEL./FAX:
E-MAIL:

\_\_\_\_\_

---

School

---

Vendor #

---

I hereby certify that the attached scope of work accurately and completely describes the work to be performed and is consistent with the terms of the above-referenced contract.

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal/Superintendent or designee

\_\_\_\_\_  
Date

.....FOR DISTRICT USE ONLY.....

Purchase Order Number \_\_\_\_\_

Location Code \_\_\_\_\_

Date Issued \_\_\_\_\_

Contract # \_\_\_\_\_

**Scope of Work**

(Make copies as necessary)

Services to be delivered. For each service, include service description, number of recipients, location of service, date(s)

**Unit      Unit Cost      # Units      Total Cost**

of service, deliverables, if any, as well as unit, cost, number of units to be purchased and the total cost of the units. Please refer to the sample.

**1. CREATING A MUSEUM IN THE SCHOOL – Students will actively**

Participate in the creation of a museum/gallery in PS. 00. 5 sessions,

11/10/14-11/14/15, 25 students, \$50 per student.                      Student      \$50      25      \$1,250

**2. PROFESSIONAL DEVELOPMENT WORKSHOPS – Teachers will be**

Receiving 4 workshops in music, theater and the visual arts. 12/1, 12/5-12/6

And 12/8/02. Workshops run 2 hours. 15 teachers, \$100 per workshop.                      Workshop      \$100      4      \$400

<b>TOTAL</b>	<b>\$1,650</b>
<b>COST</b>	

**APPENDIX D: SAMPLE INVOICE FORM**

On the following page is a suggested standard invoice form to be used when billing the Department of Education for services. This form contains the minimum information we require to process an invoice. The fields on the invoice form should match the fields on the corresponding Work Order form, Purchase Order, and Contract.

**INVOICE FORM**

**VENDOR'S LETTERHEAD**

Vendor's Invoice No.: \_\_\_\_\_

Date of Invoice: \_\_\_\_\_

TO: New York City Department of Education

(For address, see Box 3 of the Purchase Order)

<b>NYCDOE Contract #</b>	
<b>NYCDOE Purchase Order #</b>	
<b>Service Dates</b>	
<b>Location of Service (School, District #, etc.)</b>	
<b>Vendor Contact Name and Telephone Number</b>	

ITEM DESCRIPTION	CONTRACT UNIT	CONTRACT UNIT PRICE	QUANTITY OF UNITS DELIVERED	AMOUNT
			<b>INVOICE TOTAL:</b>	

VENDOR'S AUTHORIZED REPRESENTATIVE, \_\_\_\_\_ (NAME AND TITLE), CERTIFIES THE ACCURACY OF THIS INVOICE TO THE NEW YORK CITY DEPARTMENT OF EDUCATION.

\_\_\_\_\_  
SIGNATURE AND DATE

**[END OF DOCUMENT]**