

Dennis Walcott, *Chancellor*



**Department of
Education**

REQUEST FOR BIDS # B2427

TITLE: VOICE AND DATA SERVICES

Send sealed proposals to:

***VOICE AND DATA SERVICES – RFB # B2427
NYC Department of Education
65 Court Street, Room 1201
Brooklyn, New York 11201
Attn: Bid Unit / Vendor Resources***

Bid Due Date And Time: **Thursday, January 16, 2014 at 4:00 P.M.**

EACH ENVELOPE SUBMITTED MUST BE LABELED AND EVERY LABEL MUST REFERENCE THE RFB NUMBER

A pre-bid conference will not be held.

Questions and requests for clarification may be submitted to the address noted below. If questions are received after January 3, 2014, we may not be able to respond before the deadline for submission of bids. Please check the Web site periodically as questions will be answered as they are received.

Questions regarding this solicitation may be sent to:

<https://docs.google.com/forms/d/1t8ton8bm0vMbHIIFazuV1cT-fUSpPi6ujNlnsC7XIZc/viewform>

FOR ADDITIONAL PROCUREMENT INFORMATION SEE:

<http://schools.nyc.gov/dcp>

Vendor Hotline (718) 935-2300

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SECTION 1. SUMMARY AND TERM

1.1 Summary of the Solicitation

The New York City Department of Education (DOE) is seeking a qualified telecommunication vendor to provide both voice and data services to approximately 1800 schools across New York City. DOE anticipates contracting with a single vendor to provide the services.

1.2 Term

1.2.1 Initial Term (12 months) - The Agreement will commence on registration by the Comptroller of the City of New York, which is expected to be on or about July 1, 2014 (Commencement Date) and will run for 12 months after that date.

1.2.2 Renewal Terms (12 months each) – At its sole option, DOE may choose to renew the Agreement for an additional 12 months after the expiration of the initial term. If DOE chooses to exercise such renewal options, DOE will provide the Vendor notice in writing of its intention at least 180 days before the termination of the then-current term.

SECTION 2. DEFINITIONS

Agreement: the agreement or contract resulting from this solicitation under which the Vendor and DOE both agree to be bound, which shall include this solicitation, the Bid Blank Page completed and initialed by the Vendor, any amendments to this solicitation, the DOE Standard Terms and Conditions, any SOW negotiated by the parties, and any other documents required to execute and enter a valid, executed contract with DOE.

BAFO: Best and Final Offers

Business Day: from 8:00 AM to 5:00 PM, Eastern Time, Monday through Friday as set forth on the DOE web page.

CIR: Committed Information Rate

City Fiscal Year: July 1 through June 30 of the following calendar year

Demarcation Point: the point at which the public switched telephone network ends and connects with the DOE on-premises wiring.

DIIT: Division of Instructional and Information Technology

DOE Project Manager: the individual selected by DOE to be the single point of contact for the Vendor for meetings and reporting requirements and problem resolution

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.

DSE: Division of Schools and Facilities

EIR: Excess Information Rate

EPL: Ethernet Private Line; a point-to-point service between two demarcation points. The whole port is switched across a provider network provided over a connection-oriented server layer. Defined by ITU-T Recommendation G.8011.1

EVPL: Ethernet Virtual Private Line; a point-to-point service between two demarcation points; sets of VLANs are switched to multiple destinations provided over connection oriented or connectionless

server layer. It provides high-speed point-to-multipoint (hub -and-spoke) connectivity. Defined by ITU-T Recommendation G.8011.2

EVPLAN: Ethernet Virtual Private LAN; a multipoint-to-multipoint service between two or more demarcation points provided over connection oriented server layer. Defined by ITU-T Recommendation G.8011.3

HVAC: Heating, ventilation, and air conditioning

Inter-LATA call: A "long distance" call; one that is placed within one LATA and received in a different LATA.

Intra-LATA call: Also known as "local toll" or "local long distance"; calls that originate and terminate in the same LATA but still require a 1 + to be completed.

ISC: Integrated Service Center

KPE (Key Performance Evaluation): activities assuring a defined and measured system experience. If the system fails to deliver that experience, KPE allows for corrective performance actions or monetary damages. The process describes how to translate 24/7 performance into cost-effective, measurable and actionable procedures.

LATA: Local Access Transport Area; a geographical area in the US within which a local telephone company may offer telecommunications services, either local or long distance.

MARC: Mutual Aid and Restoration Consortium; a consortium of telecommunication providers/carriers in the New York City metropolitan region, which in the event of a critical telecommunications disruption in the New York City metropolitan region, commit to aid other consortium members with available network capacity and/or resources that they have available.

NID: Network Interface Device; a device that serves as the demarcation point between the service provider's local loop and the DOE premises wiring.

PBX: Private Branch Exchange; a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.

PMO: Project Management Office; the office or group of individuals designated by the Vendor to provide the services outlined in this RFP and which includes, at a minimum, the Project Manager or single point of contact and the associated staff.

POC: Proof of Concept

Project Manager: the single individual employed by the Vendor to oversee deliverables and maintain control over the performance of Vendor team members and other participants in a given Project

SCA: the New York City School Construction Authority

School Day: from 7:00 AM to 5:00 PM, Eastern Time, on days set forth on the NYCDOE's school-calendar web page. In all statements unless specified differently, day refers to the School Day.

School Hours: from 7:00 AM to 3:00 PM, Eastern Time unless otherwise requested by a school.

SLA: Service Level Agreement

SLR: Service Level Requirement

SNA: Systems Network Architecture

SOW: Statement of Work

- 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 the USAC after the vendor files the FCC Form 498, requesting the number. For more information, see <http://www.usac.org/sl/service-providers/step01/default.aspx> and <http://www.usac.org/sp/about/498/obtain-spin.aspx>
- SSID:** Service Set Identifier, a 32-character sequence that uniquely identifies a wireless LAN
- Task Order:** An order from DOE to a Vendor for supplies and/or services placed against an established contract.
- UNI:** User Network Interface; a demarcation point between the responsibility of the service provider and the responsibility of DOE.
- USAC:** The Universal Service Administrative Company, an independent, not-for-profit corporation created in 1997 to collect contributions from telecommunications carriers and administer universal support programs across the country. It is the administrator of the federal universal service programs and Universal Service Fund (USF) under the oversight of the Federal Communications Commission.
- USE:** The Universal Service Fund, also known as the E-rate program.
- Vendor:** 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
- WAN:** Wide Area Network
- WLAN:** Wireless Local Area Network

SECTION 3. MINIMUM QUALIFICATIONS

Proposals will be accepted from firms actively engaged in providing the services specified in this solicitation. DOE reserves the right, before making an award, to take any action necessary to determine a proposer's fitness, reliability and ability to perform. All bids received by the due date and time and at the location specified in this solicitation will be evaluated to determine whether the submitting firm has submitted evidence that it meets the following Minimum Qualification Requirements. When submitting a bid, include additional documentation and/or statements demonstrating that the Minimum Qualifications are met. Submissions that fail to show the Minimum Qualification Requirements are met will not receive further consideration.

3.1 Experience

Demonstrate at least three years of experience providing the services described in this solicitation to organizations of similar size and complexity to DOE.

3.2 References

Include references from at least two organizations to which similar services were provided. NOTE - Include specific contact information (name, phone, e-mail, title, company, nature of relationship) and verify that the information is current before submitting. If DOE is unable to contact a reference, the submission may be rejected.

3.3 Financial Capacity

Provide a statement that company revenues have been at least \$500 million annually for the past three years. DOE may request additional documentation, such as financial statements, which may include, but are not limited to: balance sheets, income statements, and letters of credit from financial institutions.

3.4 E-Rate Eligibility

Provide evidence of current participation in the E-rate program. A subcontractor's participation in the program is not sufficient. Include copies of the current:

3.4.1 SPIN, and

3.4.2 SPAC, or the SLD Form 473 – Service Provider Annual Certification.

3.5 Subcontractors and joint ventures

3.5.1 If more than one business entity is proposing (e.g. a joint venture), at least one of the entities must meet all of the Minimum Qualifications.

3.5.2 Include all applicable information regarding any proposed subcontractor and/or joint venture partner with the submission.

3.6 MARC Participation

Submit a completed MARC Participation Consent form (attached) and state whether Vendor and/or the proposed carrier is currently a MARC full participant, and if not, certify that it will become a full participant if awarded a contract and will complete the MARC Participation Consent form. Contract award is conditional upon the Vendor being a full participant in the City's latest MARC, or a successor or alternative acceptable to DOE, or providing a certification with bid that it will become a full participant if awarded a contract.

SECTION 4. BACKGROUND AND OVERVIEW OF SOLICITATION

DOE is the administrative entity for the New York City School System, with approximately 1800 schools and administrative offices in more than 1,200 buildings throughout the five boroughs. This solicitation is to obtain two categories of services – voice and data. Each of the two categories may be further subdivided into discrete types of services.

4.1 Category 1 - Voice Services, Current Environment

Most of the voice services purchased by DOE are local (intra-city and intra-LATA) telephone services, because DOE provides education services within the City's five boroughs. However, DOE also uses inter-LATA, international, and toll-free calling services.

DOE currently uses a combination of PRI, BRI, Centrex and POTS line services and procures a variety of local wire-line voice and data services. The amount and complexity of the telecommunication services required varies from facility to facility. While DOE has a large concentration of central staff in lower Manhattan, downtown Brooklyn, and Long Island City, most telephone services are procured for the 1250+ school buildings located throughout the five boroughs. Many buildings contain multiple discreet schools.

DOE has both analog and digital Centrex services. Systems vary, but in most cases the Centrex lines go through PBX equipment. Dial 9 service is suppressed and most feature functionality is provided by the PBX equipment. There are no proprietary Centrex telephone stations

DOE uses PBX systems at most facilities. The PBX's interface combinations of PRI, POTs, and Centrex for connectivity to Carrier Central Office.

Category I consists of the following Circuits and Service Types:

- Local Calling Services
- Toll Free Calling Services
- Centrex
- ISDN Services (PRI and BRI)
- DID Numbers

- DSL Services
- POTs (1MB)
- Analog Trunk Services

4.2 Category 2 – Data Services, Current Environment

To access the Internet, schools rely on WAN circuits connecting end-user locations with selected nodes on DOE’s fiber optic backbone network for connectivity to service providers. The WAN links are fiber-based EVPL lines, operating at 10 – 50 Mbps. DOE plans to provide schools with 20 to 100 Mbps WAN links and the capability to upgrade to Gigabit links that support speeds of 100-200 Mbps. The school Ethernet WAN circuits will terminate at the appropriate network node as determined by DOE.

There are approximately 1262 school buildings that need fiber-based Ethernet services. While multiple schools may occupy a single building, WAN links are always assigned to buildings rather than individual schools within a building. The table below shows the approximate number of school buildings requiring fiber Ethernet service in each borough.

| Borough | Number of School Buildings |
|---------------|----------------------------|
| Bronx | 257 |
| Brooklyn | 399 |
| Manhattan | 214 |
| Queens | 319 |
| Staten Island | 73 |

DOE will provide appropriate HVAC and power requirements for Vendor equipment located in DOE sites.

The DOE Wide Area Network uses a high-speed, fiber-optic backbone, with seven network nodes, which are used to aggregate traffic from DOE schools. The DOE network nodes are located at the following addresses.

1. 131 Livingston St. - Brooklyn NY 4th Floor
2. 333 7th Avenue - Manhattan 4th Floor
3. 715 Ocean Terrace - Staten Island 1st Floor
4. 2811 Queens Plaza - Queens 3rd Floor
5. 30-48 Linden Place - Queens Basement
6. 1 Fordham Plaza - Bronx 8th Floor
7. 2 Metrotech Center – Brooklyn 3rd Floor

Each of the network nodes on the optical backbone network will support multiple one-gigabit fiber links from the vendor

Each of these Gigabit links will support up to 15 to 20 DOE circuits.

All hosted hardware at DOE Schools and network nodes will be managed by the Network Operations desk at the DOE NOC.

SECTION 5. SCOPE OF SERVICES CATEGORY 1 - VOICE

5.1 General

Provide and manage all voice dial tone circuits and service types, including, as needed, supplying required equipment and software necessary to deliver the voice services as described below.

5.1.1 Transition existing services from existing vendors, in the quantities and time frames requested by DOE, in an orderly, minimally disruptive manner.

5.1.2 Provide an individual as a single point of contact operations manager as well as sufficient staffing to transition all dial tone services and circuits by the date specified by DOE.

5.2 Local Calling Service

5.2.1 Description

5.2.1.1 Local Intra-City – Outbound calls placed from and to the five Boroughs of New York City.

5.2.1.2 Regional/Intra-LATA #132 – Outbound calls placed from the five Boroughs of New York City to Nassau County – 516 Area Code; Suffolk County – 631 Area Code – except Fishers Island; Westchester County – 914 Area Code; Rockland, Putnam Counties and the southern portion of Orange County (Greenwood Lake, Highland Falls and Tuxedo) – 845 Area Code; and the Greenwich/Byram section of Connecticut – Area Code 203.

5.2.2 Local Calling Service Requirements:

5.2.2.1 Adhere to all standards for North American and International dialing plans.

5.2.2.2 Provide a minimum of P.01 grade of service on all switched circuits.

5.2.2.3 Ensure that DOE will not be responsible for any Local Preferred Interexchange Carrier charges.

5.2.2.4 Provide local service that meets the compatibility requirements for all emergency and enhanced 911 services within New York City.

5.2.2.5 Provide for local number portability with the proposed local service. Local number portability allows users to retain local telephone numbers when changing from current local service provider to the Vendor's service as well as from the Vendor's service to another local service provider.

5.2.2.6 Provide Dual Tone Multi-Frequency (DTMF) signals or Touch Tone service for its local exchange service at no charge to users.

5.2.2.7 Provide local calling services that allow DOE to pre-subscribe to any authorized Inter-Exchange Carrier (IXC) for inter-LATA and international toll calling. Sprint is the DOE long distance service provider.

5.2.2.8 Provide local calling services that allow users to pre-subscribe to any authorized Local Exchange Carrier (LEC) or Inter-Exchange Carrier (IXC) for regional/intra-LATA toll calling.

5.3 Toll Free Calling Services

5.3.1 Toll Free Calling Services Description

5.3.1.1 Inbound Toll Free Regional/Intra-LATA #132 – Calls originating in LATA #132, with a destination within the five Boroughs of New York City.

5.3.1.2 Inbound Toll Free Intra-State – Intra-State calls which originate outside LATA #132, with a destination within the five Boroughs of New York City.

5.3.1.3 Inbound Toll Free Inter-State - Inter-State calls originate outside LATA #132, with a destination within the five Boroughs of New York City.

5.3.2 Toll Free Calling Service Requirements

5.3.2.1 Provide minimum P.01 grade of service on all switched circuits.

5.3.2.2 Provide toll free service, regardless of access type which would allow for multiple toll free numbers to be directed to a single access line.

5.3.2.3 Provide toll free service that would allow Dialed Number Identification Service (DNIS) to be delivered on dedicated access facilities.

5.3.2.4 Provide toll free service that provides Automatic Number Identification (ANI) to be delivered, in real time, on dedicated access facilities.

5.3.2.5 Provide "single number service" such that a single number can be used throughout the domestic United States, regardless of LATA.

5.4 Centrex Voice Services

5.4.1 Description

5.4.1.1 Local dial tone provided by a carrier out of their central office switching equipment on an individual line basis. Lines will have advanced features such as: intercom, calls forwarding, call transfer, toll restrict, speed call, least cost routing, call hold, etc. Centrex services typically afford users the same benefits and features that would be provided by a PBX, but without the upfront equipment costs. This service can be part of a multi-location environment.

5.4.2 Centrex Voice Service Requirements

5.4.2.1 Provide that the minimum Centrex line count required to establish a new Centrex account would be no more than two lines.

5.4.2.2 Perform needs assessments, location surveys and station reviews as may be requested by users, on an as needed basis, at no cost.

5.4.2.3 Add, delete or suspend lines as directed by DOE.

5.4.2.4 Port existing phone numbers from the existing Centrex service provider to the Vendor's service as requested by DOE.

5.4.2.5 Conform to all required national and international standards.

5.4.2.6 Ensure that the monthly recurring line charge specified in the bid tabulation pages include all fees and cost components applicable to Centrex service, including but not limited to the Federal End-User Common Line Charge (EUCL), the Centrex Exchange Access Charge (CEAC), the Local Number Portability (LNP) charge, the central office Equipment (line rate), and any inter- and intra-central office mileage charges.

5.4.2.7 Provide the following standard features as "basic station service", to be included in the monthly line rate at no additional charge (DOE may elect to use none, some, portions or all of the below):

- Automatic Dial
- Authorization Codes
- Automatic call back
- Automatic Message Link
- Automatic Route Selection (basic and deluxe)
- Billable Call Detail

- Call forwarding (all calls, busy, don't answer, variable)
- Call Hold
- Call Pick-up
- Call Transfer
- Call waiting (dial, incoming, intragroup, originating)
- Caller ID (Internal and External)
- Calling Name and Number Display
- Code Restrictions
- Conference Bridges
- Consultation Hold
- Dial Transfer Arrangement on Incoming Trunk Groups
- Directed Call Pick-Up (With Barge- In, Without Barge-In)
- Direct Inward Dialing
- Direct Outward Dialing
- Distinctive Call Waiting Tones
- Distinctive Ringing, Electronic Telephone Service (ETS)
- Enhanced Call Forwarding/Don't Answer
- Enhanced Three-Way Calling Hunting
- Intercept
- Intercom Dialing (Group and Personal)
- Last Number Redial
- Least Cost Routing
- Line Treatments
- Local Number Portability
- Make Set Busy
- Message Waiting Indication (Visible and Audible)
- Multiple Line Appearances
- P-Phone Basic Features(if applicable)
- P-Phone Call Arrangements(if applicable)
- P-Phone Display(if applicable)
- Privacy/Privacy Release
- Ring Again
- SMDI support
- Speed Dialing with 10- number Speed Call List
- Station-to-Station Calling
- Three-Way Conference Calling
- Toll Restrict
- *69 (or similar code which dials the telephone number of the last incoming call)
- Uniform Call Distribution (UCD)
- Virtual - Software Line (when applicable)

5.4.2.8 Provide the following standard system features as "basic system features", to be included in the monthly line rate at no additional charge:

- Authorization Codes
- Automatic Route Selection(basic and deluxe)
- Calling Name Delivery

- Calling Name Delivery on Multiple Appearance Directory Number (MADN),
- Calling Name Delivery Blocking
- Conference Bridges
- Customer System Administration, such as CCRS (Centrex Customer Rearrangement System) or MACSTAR
- Dial by name
- Least Cost Routing
- Line Treatments
- Meet-me Conference
- Multi-Path Call Forwarding
- MultiButton Key Unit for ISDN Sets (if applicable)
- MultiButton Key Unit for ISDN Sets Display (if applicable)
- MultiButton Key Unit for ISDN Sets Group Intercom (if applicable)
- Music on Hold
-
- Uniform Call Distribution (UCD).

5.4.2.9

5.4.2.10 Provide training for up to five DOE staff at time of installation.

5.4.2.11 Provide service that meets the compatibility requirements for all emergency and enhanced 911 services within New York City DOE.

5.5 ISDN Services (PRI and BRI)

5.5.1 Description

5.5.1.1 ISDN PRI - (Integrated Services Digital Network Primary Rate Interface) ISDN PRI provides 23 B channels and one 64 Kbps D channel (23B+D), which is equivalent to the 24 channels of a T1 line. When several channels are bonded together, high data rates can be achieved. For example, it is common to bond six channels for quality videoconferencing at 384 Kbps.

5.5.1.2 ISDN BRI - ISDN's basic service is BRI (Basic Rate Interface). ISDN BRI is made up of two 64 Kbps B channels and one 16 Kbps D channel (2B+D). If both channels are combined into one, called "bonding," the data rate is 128 Kbps. ISDN is an integrated digital network in which the same time-division switches and digital transmission paths are used to establish connections for different services.

5.5.2 ISDN Services (PRI and BRI) Requirements

5.5.2.1 Provide, without an additional charge, a report of all DID/DOD numbers associated with each Vendor circuit. Provide the report on an annual basis unless otherwise agreed to with DOE.

5.5.2.2 Conform to all required national and international standards for ISDN PRI and ISDN BRI Services.

5.6 Digital DID/DOD Services

5.6.1 Description

Digital DID/DOD service uses a T-1 1.544 Mbps circuit to provide a direct digital connection between a digital Private Branch Exchange (PBX) and a Local Serving Central Office. By combining the functionality for Direct Inward Dialing (DID), Direct Outward Dialing (DOD)

and toll free trunks into one service, Digital DID/DOD service streamlines operations for PBX systems. Use of digital links also guarantees higher-quality voice communications than are possible with analog links.

5.6.2 Digital DID/DOD Service Requirements

- 5.6.2.1 Provide, without an additional charge, a report of all Digital DID/DOD numbers associated with each Vendor circuit. Provide the report on an annual basis unless otherwise agreed to with DOE.
- 5.6.2.2 Conform to all required national and international standards for Digital DID/DOD Services.

5.7 DSL Service

5.7.1 Description

DSL (Digital Subscriber Line) is a digital transmission technology providing Internet access over local carrier telephone wire and in combination with voice services. This is accomplished by utilizing transmission frequencies higher than those used for voice. DSL speeds are tied to the distance between the user site and the carrier's network or central office.

5.7.2 Service Requirements

- 5.7.2.1 The digital bit rate may vary but must be in a range from 768 Kbps to 3 Mbps.
- 5.7.2.2 Provide the highest speeds possible given local wire line conditions and distance between the DOE site and the service location of the Vendor.
- 5.7.2.3 Provide a line termination DSL modem at no additional cost to DOE at the time of DSL installation.

5.8 POTs (1MB), Analog Trunks

5.8.1 Description

- 5.8.1.1 POTs (Plain Old Telephone Service)/1MB (Measured Business) is a business telephone line enabling voice transmission for ordinary phone communication, this service includes auxiliary lines.
- 5.8.1.2 Analog Trunks are Direct Inward Dial (DID), Direct Outward Dial (DOD) and two-way or combination lines which provide voice communications connection between a PBX or key system and a carrier's network or central office.

5.8.2 POTs (1MB), Analog Trunks Requirements

Conform to all required national and international standards for service.

5.9 Off Premise Extension Services

5.9.1 Description

An Off-Premises Extension is an extension telephone, PBX station, or key system station located on property that is not contiguous with that on which the main telephone, PBX, or key system is located.

5.9.2 Off Premise Extension Service Requirements

Conform to all required national and international standards for service.

SECTION 6. SCOPE OF SERVICES CATEGORY 2 - DATA

6.1 General

- 6.1.1 Provide Ethernet Virtual Private Line (EVPL) services at bandwidths ranging from 10Mbps to 200Mbps for schools, and 1Gbps for the seven nodes on the DOE Backbone Network.
- 6.1.2 Provide Ethernet WAN services to DOE schools, including any equipment and/or software licenses, to DOE as required. DOE is not obligated to procure any equipment, software or services based on award.
- 6.1.3 As needed, integrate the Ethernet WAN circuits to the existing Enterprise infrastructure using a combination of EIGRP (Enhanced Interior Gateway Routing Protocol) and RIP (Routing Information Protocol) routing protocols
- 6.1.4 Order and terminate all appropriate circuits with Ethernet handoff at remote and network node including all fiber runs, trenching, conduits and NIDs (Network Interface Devices) required to terminate circuits and extend demarcation point within 20 feet of the rack at each site selected by DOE.
- 6.1.5 Order and terminate all appropriate circuits at remote (school) and Central/aggregate network nodes including all Fiber and multiplexers if required.

6.2 Capacity

- 6.2.1 Provide service as follows at each school building:
 - 6.2.1.1 Ethernet with cat-6 hand off for 100 Mbps circuit.
 - 6.2.1.2 Ethernet with Multimode Fiber (MMF) at 62.5 micron hand off for schools exceeding 100Mbps to 1 Gbps circuit.
 - 6.2.1.3 One UNI per FE (Fast Ethernet) or GE (Gigabit Ethernet) link.
 - 6.2.1.4 1 Ethernet Virtual Circuit on the UNI circuit going to the school.
 - 6.2.1.5 A Committed Information Rate (CIR), agreed upon with DOE, and an Excess Information Rate (EIR) equal to the CIR.
 - 6.2.1.6 Service that is Quality of Service (QoS) aware, with CIR/EIR on a per-EVC (Ethernet Virtual Circuit) basis.
 - 6.2.1.7 Service to transport both CIR and EIR data. CIR traffic will be subject to service level agreements and bandwidth must be guaranteed. EIR traffic will be sent at best effort. Traffic above the EIR can be dropped.
 - 6.2.1.8 Service uses 802.1q tags for VLAN assignment.
 - 6.2.1.9 Service accommodates DOE existing VLAN assignment currently in use in the production circuits by assigning unique VLAN ID according to DOE specifications.
 - 6.2.1.10 Service supports both RIP and EIGRP routing protocols over the EVC.
- 6.2.2 Provide service as follows at the seven nodes on the DOE Backbone Network:
 - 6.2.2.1 Ethernet with Multimode Fiber (MMF) at 62.5 micron hand off for 1 Gbps circuit.
 - 6.2.2.2 One UNI per GE link.
 - 6.2.2.3 Support for up to 20 EVCs multiplexed on the UNI.

- 6.2.2.4 Support for the Committed Information Rate (CIR), agreed upon by the Vendor and DOE, and an Excess Information Rate (EIR) equal to the CIR.
- 6.2.2.5 Service is QoS aware and provides CIR/EIR on a per-EVC basis.
- 6.2.2.6 Transport both CIR and EIR data. CIR traffic will be subject to SLA and bandwidth must be guaranteed. EIR traffic will be sent at best effort. Traffic above the EIR can be dropped.
- 6.2.2.7 Use 802.1q tags for VLAN assignment.
- 6.2.2.8 Accommodate DOE existing VLAN assignment currently in use in the production circuits by assigning unique VLAN ID according to DOE specifications.
- 6.2.2.9 Support both RIP and EIGRP routing protocols over the EVC.

6.3 Installation and post-installation support

6.3.1 Provide installation of equipment necessary to deliver the services as follows:

- 6.3.1.1 Perform physical installation of hardware needed to provide Ethernet Service.
- 6.3.1.2 Review bandwidth tests and latency and packet capture to demonstrate compliance with Service Level Agreements (SLAs). Provide reports on these activities on the fifteenth Business Day of the month to DOE.
- 6.3.1.3 At DOE request, perform full optimization and performance testing including:
 - 6.3.1.3.1 Capturing data traffic between DOE network nodes and remote sites where routers are installed;
 - 6.3.1.3.2 Analyzing data traffic for DOE specific applications.
 - 6.3.1.3.3 Reporting results to DOE.

6.3.2 Provide post-installation support as follows:

- 6.3.2.1 Proactively monitor cumulative loading of the Ethernet WAN circuits for performance and capacity. Upon DOE request, report these results to DOE.
- 6.3.2.2 Attend regular, weekly sessions with DOE to review performance statistics during installation schedule.

6.4 Interfaces

- 6.4.1 Provide the NID (Network Interface Device) or ONT (Optical Network Termination) equipment with an Ethernet handoff capable of 10 Mbps to 1 Gigabit transmission rate. Install the NID or ONT within 20 feet of the DOE equipment rack at the school MDFs.

6.5 Network / Infrastructure Spec / Functionalities/ Requirements

- 6.5.1 Provide termination, equipment, power, and HVAC requirements to the DOE to ensure conformance with HVAC and power requirements. For the HVAC requirements, DOE will provide the Standards of the Department of School Facilities.
- 6.5.2 Specify all professional services required for integration of the Ethernet WAN offering with the DOE network.
- 6.5.3 All hardware at school buildings and network nodes shall be enterprise grade and comply with the requirements and SLAs. Circuits will have appropriate network capacity and redundancy built in to provide fault tolerance.

- 6.5.4 All connections to existing networks shall comply with error free network operations and be compatible with the enterprise architecture.
- 6.5.5 Any hardware substitution requires prior written approval from DIIT.
- 6.6 Testing / Acceptance Procedure / Acceptance Criteria
 - 6.6.1 All hardware CPE (Customer Premises Equipment) will be hosted at DOE facilities with supervised access for Vendor.
 - 6.6.2 Perform burn-in testing for all hardware prior to installation on the DOE network to ensure zero down time and smooth deployment.
 - 6.6.3 Perform stress testing on all circuits to ensure clean circuit deployments.
- 6.7 Service Level Agreement (SLA)
 - 6.7.1 Provide support and repair services 24 hours daily, seven days a week throughout the year.
 - 6.7.2 Provide 99.95% uptime for each school building and 99.99% uptime for each network node where Vendor circuits will terminate. The percentages will be measured from the time DOE calls in a trouble report, and shall include consideration of throughput, bandwidth and latency.
 - 6.7.3 In case of outage, effect repairs within eight hours for school buildings, and within four hours for network node circuit sites. Failure to repair within these timeframes for each outage will result in a penalty equal to 10% of the monthly service fee for the affected links per incident per day's outage.
 - 6.7.4 DOE will receive a Service Credit if Vendor fails to provide any Services in accordance with the SLAs expressed herein.
 - 6.7.5 Promptly, and in no event later than five days after the Vendor's discovery of, or receipt of a notice from DOE regarding the Vendor's failure to provide any services in accordance with the SLAs expressed herein:
 - 6.7.5.1 Perform a root-cause analysis to identify the cause of such failure
 - 6.7.5.2 Correct such failure (regardless if caused by the Vendor, subcontractor, key employee, workforce or a third party)
 - 6.7.5.3 Provide DOE with a written report detailing the cause and procedure for correcting such failure
 - 6.7.5.4 Provide DOE with satisfactory evidence that such failure shall not recur
 - 6.7.5.5 Provide a Service Credit as specified above.
 - 6.7.6 DOE may terminate the Agreement without penalty upon thirty days written notice to Vendor, should Vendor fail to maintain its installed equipment to provide the above-described service levels.
- 6.8 Alarms
 - 6.8.1 Notify DOE of all Service-affecting network outages for each Ethernet WAN Circuit within 30 minutes of each occurrence. DOE and the Vendor will agree on an escalation procedure.
 - 6.8.2 Automatically open internal trouble tickets after each outage and assign ticket numbers with a time line on trouble shooting and ticket escalation. In the event of hardware failure, dispatch technicians to the site and perform troubleshooting. If a hardware swap is required and / or repair is necessary, the new equipment shall be installed and configured by the Vendor.

6.8.3 Provide active support contracts with 7x24 support and a policy guaranteeing hardware replacement for all hosted hardware at DOE locations..

6.9 Fault Management

6.9.1 Notify DOE via email and Network Operation Center updates no later than 30 minutes after a service interruption.

6.9.2 Initiate corrections to any software or hardware fault within scope of the Agreement within one day. An example of such a fault is the system-wide inability to pass data. Only DOE can approve exceptions to this timeline.

6.9.3 Within 30 days of contract award, describe the following:

6.9.3.1 change management process, including:

6.9.3.1.1 Classification of severity for change requests.

6.9.3.1.2 Implementation process and schedule.

6.9.4 Processes (including systems in place to support them) for capturing changes to the project, including bug identification and resolution, problem identification, reporting, engineering change requests, product or application enhancements.

6.9.5 Processes for remedial and for preventive repairs

6.9.6 Ensuring that the latest database and operating system patches are installed on the hardware.

6.10 General Performance

Monitor, measure, and report to DOE performance of the services and the performance of the software against the SLAs expressed herein during each month by the 15th day of the following month. For continuing failures that occur in consecutive measurement periods, report such failures in each month such failure persists.

DOE staff shall have the capability to access performance benchmark values for the system. For example, Vendor can apply load testing to evaluate response, latency and network delays. Vendor shall make this data accessible to DOE.

6.11 Performance reports

6.11.1 On request of DOE, provide usage graphs indicating performance of each Ethernet WAN circuit deployed at each remote location.

6.11.2 On request of the DOE, provide usage graphs indicating performance of each Gigabit Ethernet/Fiber link at the Core network node locations.

6.11.3 Provide a monthly report showing a log of downtime and outages by the 15th of the month following collection of the measurements.

SECTION 7. SCOPE OF SERVICES – GENERAL REQUIREMENTS

7.1 Third party coordination

7.1.1 Work with any voice, data or third party service provider used by the DOE, to resolve technical issues that may arise from DOE's use of Vendor's telecommunication services, eliminating any need for DOE to mediate problems. Vendor personnel will speak directly with the third party provider as required.

- 7.1.2 As necessary, attend any meeting arranged by the DOE to facilitate the resolution of a technical problem associated with the provision of the services.
 - 7.1.3 Work with third-party service providers as required regarding order placement, provisioning of services, acceptance testing, trouble reporting and repair, receipt and processing of invoices, auditing of invoices, giving and receiving of notices and permissions, and other aspects of day-to-day operational management of services.
 - 7.1.4 Provide assistance to third-party service providers when integrating services and products with Vendor's services.
 - 7.1.5 Participate in, and comply with, multi-vendor problem identification/resolution procedures, installation coordination procedures, and interface procedures established by the DOE.
 - 7.1.6 Coordinate with third party service providers performing work at DOE locations to maximize the efficiency of the Vendor and third parties. Comply with any requests for such coordination made by DOE.
 - 7.1.7 Coordinate with manufacturers to provide all upgrades and bug/fixes, and any other work necessary to ensure that Vendor equipment continues to provide the required services.
- 7.2 Problem Resolution
- 7.2.1 Make a record (known as a "trouble ticket") for each trouble or outage, containing at a minimum the ticket number, description of problem, time the incident was reported or trouble ticket opened, time of response, time to repair, outage length, description of problem resolution, and any stop-clock time and justification for stop-clock time. Make all the aforementioned outage information available to DIOE as requested.
 - 7.2.2 A "Chronic Service Outage" or "Chronic Trouble" is a trouble or outage for a particular product/service or associated group of products/services that has been reported by DOE, or that Vendor otherwise learns exists, three times within a 90-day period. If associated to a group of services, a trouble or outage for a single one of them constitutes a trouble/outage for the group.
 - 7.2.3 Place each Chronic Trouble on a "Chronic Troubles List" and monitor each service meeting the definition of Chronic Service Outage or Chronic Trouble as defined above, making all reasonable efforts to perform on-going testing to determine and remedy the cause of the trouble. Perform after-hours end-to-end testing of the circuit or service affected by the Chronic Service Outage after obtaining a release for the service from DOE.
 - 7.2.4 Chronic Troubles will be cleared from the Chronic Troubles List only when 180 calendar days have passed during which no trouble is reported. Credits may be applied against the circuit or service determined to be a Chronic Trouble for every month in which a service-affecting outage is reported.
- 7.3 Performance of Services
- 7.3.1 Provide the services as specified in the solicitation and in accordance with any Task Orders prepared and signed by both parties. Each Task Order will contain fixed or estimated time frames for the requested services, unless extended or modified by DOE in writing.
 - 7.3.2 Provide equipment and software necessary to deliver the services required by this solicitation, as such equipment and software becomes commercially available or is offered to other Vendor customers.
 - 7.3.3 Provide operations, administrative and maintenance support, including centralized billing, for all services awarded.
 - 7.3.4 Provide a single point of contact account representative as well as staffing necessary to properly administer the DOE account.

7.4 Commencement of Services

7.4.1 Services shall commence upon the issuance of an encumbered Purchase Order or Task Order which shall serve to indicate that funding has been provided. Services shall only be provided pursuant to a Task Order or a project change request, each of which shall be signed by both parties, with an included purchase order issued by DOE. Both parties agree that any preprinted terms and conditions on a purchase order which conflict with the terms and conditions as stated herein or elsewhere in the Agreement are not applicable unless signed by both parties.

7.4.2 Both voice and data services may be required to be operational by July 1, 2014.

7.5 Changes to Scope of Services

Changes to the scope of services shall be made only in a writing executed by authorized representatives of both parties.

SECTION 8. SERVICE VOLUME

8.1 No Obligation to Purchase

DOE makes no commitment and has no obligation to purchase any quantity of goods or services at any time. Alternatively, purchases may greatly exceed the estimates provided. Estimated purchase quantities that may have been indicated in the solicitation are approximations and are provided for information and bid evaluation purposes only. Unless clearly stated otherwise, they do not represent any commitment on the part of DOE to make any specific number of purchases.

8.2 Non Exclusive Agreement

This shall be a non-exclusive Agreement for the procurement of such services and products as may be requested by DOE.

8.3 No Refusal to Deliver

Vendor will not refuse to deliver product or services or cancel contract if quantities exceed or do not meet the estimated quantities.

SECTION 9. MANAGEMENT REPORTS

9.1 Frequency

By the 15th day of each month or as otherwise agreed to, provide DOE with a usage report. The report will be provided in electronic form or in such other manner as may be agreed to.

9.2 Information to be included

At a minimum, the usage report shall indicate

9.2.1 the total dollar volume of purchases made and the total number of each contract item ordered during the preceding calendar month, and

9.2.2 a monthly and yearly usage by category and aggregate, including, if applicable, the catalog unit price per item as well as the applicable discount, and

9.2.3 a list of the order numbers, corresponding invoice numbers, invoice dates and invoice amounts for the same billing period.

9.3 Additional Reports

DOE may require other reports throughout the term of the contract. Provide these reports within ten business days of the initial request and within five business days of any subsequent requests, and be available within two business days to meet with DOE to discuss the same.

SECTION 10. E-RATE

10.1 Assistance to DOE

Although DOE will be solely responsible for the submission of the application, for services that are eligible for the E-Rate Program, and subject to any limitations imposed by SLD rules, cooperate with and assist DOE and the USAC (Universal Service Administrative Company) in the completion and filing of all forms and reports required to secure E-rate funding for DOE. USAC requirements can be found at <http://www.usac.org/sp/>.

10.2 Compliance with E-Rate Rules

Comply with all E-Rate and related requirements.

SECTION 11. ORDER FULFILLMENT

11.1 Deliveries

A single building may contain multiple schools, each with separate delivery and administrative requirements. Deliveries made to schools must be made inside, to specific rooms and locations within each building. Not every building has elevators and the specific delivery site may not be on the ground floor. Delivery personnel may be required to carry material up or down one or more flights of stairs. No assistance will be provided by DOE personnel.

11.2 New Merchandise

11.2.1 No rebuilt, modified, refurbished or re-manufactured, or merchandise manufactured with used parts will be accepted unless specified by DOE.

11.2.2 No charge will be allowed for cases, boxes, pallets, bottles, or for freight expenses, express or cartage. Unless separately agreed to by DOE, no empty packages, boxes, pallets, etc. will be returned to the Vendor and none will be charged to or paid for by DOE.

11.3 Inspection of Delivered Goods

Any goods to be furnished by the Vendor shall be provided under the direction and supervision of DOE. DOE inspectors will reject and refuse acceptance of any part of any delivery or installation that does not comply with specifications, quality, size, number, weight, or time or place of delivery. DOE will reject any of the work or materials found to be improperly installed or furnished under any work order, and direct same to be taken down and removed and replaced at the expense of the Vendor.

11.4 Workmanship and Quality

11.4.1 The workmanship and quality of materials delivered shall be first quality and in accordance with the best standard trade practices. DOE reserves the right to accept or reject any workmanship and/or quality as deemed in DOE's best interest.

11.4.2 Vendor must protect all existing construction and finishes from damage and shall hold any trade causing such damage responsible for any repairs to the complete satisfaction of DOE. Vendor must provide wall and floor protection, where necessary, to and from all delivery areas during delivery. If wall, floor, or any other part of a DOE building is damaged during a delivery, Vendor is responsible in full to make whole the damaged area.

11.4.3 Vendor assumes all responsibility for the work and all risk of loss or damage to the work or to any of Vendor's materials and tools in the work. If Vendor shall damage the work of another Vendor in the premises, Vendor shall make good the damage to the satisfaction of

DOE or shall reimburse the Vendor whose work has been destroyed or damaged for the expense of repairing such work. If the Vendor shall destroy, damage, or disturb the property of DOE in or about the building or premises and including the building and premises, the Vendor shall immediately either replace the destroyed property to the satisfaction of DOE, or shall reimburse DOE for the expense of replacing or restoring said property.

- 11.4.4 The Vendor shall employ only competent workmen in performing any services for DOE that are required under this Contract and if notified in writing that, in the opinion of DOE, any employee of the Vendor is incompetent, the Vendor shall forthwith replace the employee and shall not again employ such person in the performance of this Contract.

11.5 Delivery Delays

- 11.5.1 If the Vendor is delayed in delivering any supplies by an act of omission of DOE, the Vendor shall be allowed the number of days or parts thereof he was so delayed, all of which shall be determined and in writing by DOE and shall be binding upon the Vendor. No claim for damages or delays shall be made by or allowed to the Vendor for such delays.
- 11.5.2 When delivery is delayed due to causes beyond the control of the Vendor, including, but not restricted to, acts of God or of public enemy, acts of the government, war, acts of war, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather, the Vendor shall be allowed the number of days or parts thereof he was so delayed provided that he notifies DOE in writing within 24 hours of failure to deliver of the causes of the delay.
- 11.5.3 DOE shall ascertain and determine the facts and extent of delay, whose determination shall be binding upon the Vendor. Should such delays inconvenience DOE by creating an emergency and thus necessitating the purchase elsewhere of the supplies involved, DOE, shall have the right to purchase the goods or services on the open market without liability to the Vendor and to the extent such purchases are made, the Vendor will be relieved of the necessity of furnishing such quantities.
- 11.5.4 DOE may accept or refuse an extension of time to the Vendor.

11.6 Suspension of Deliveries

DOE reserves the right to suspend the scheduled delivery of supplies or any part thereof, if it is deemed in the best interest of DOE to do so and if such supplies have not been custom-produced expressly for DOE, without compensation to the Vendor for such suspension other than extending the time for completing the deliveries as much as they may have been, in the opinion of DOE, delayed by such suspension.

11.7 Time Constraints

Time is of the essence in delivering all items contained on purchase orders issued pursuant to this contract. Vendors are advised not to bid on this bid unless they are able to perform the contract in accordance with the specified allowable time for delivery. Failure to perform as specified may result in an administrative determination that a company is in default on its obligation and shall be deemed an irresponsible bidder, thereby precluding it from bidding on future solicitations by DOE.

SECTION 12. CONTRACT AWARD

12.1 Lowest bid

Award, if made, will be to the responsive, responsible bidder offering the lowest total price for the services and complying with the requirements, terms and conditions set forth in this solicitation.

12.2 Non-award

- 12.2.1 DOE reserves the right to reject any or all bids or to accept any part of any bid and reject the other part, if, in its opinion, such action would be in the best interest of the DOE.
- 12.2.2 DOE retains the right to not award to any company which is delinquent in the payment of New York City, New York State or Federal taxes and fines. If bidder owes taxes or fines and has paid said obligations within the last 30 days or is contesting/disputing said obligations, bidder must provide proof of payment or letter informing DOE that the amount is in dispute, or bid may be disqualified.
- 12.2.3 DOE may reject any bid from a bidder whose bid is submitted improperly, unintelligibly or incompletely.

12.3 Bid Opening

On the date, time and place designated, the bids received will be opened and read by the duly designated representative of DOE. The opening and reading may be public. The Executive Director or designee reserves the right to waive any informalities if deemed in the best interest of the DOE.

12.4 Low Tie Bids

Low tie bids are low responsive bidders that are identical in price, meeting all the requirements and criteria set forth in the bid. In case of low tie bids, the duly designated representative of the Division of Contracts and Purchasing shall break the tie in the following order of priority:

- 12.4.1 Select a certified New York City small, minority or woman-owned business;
- 12.4.2 Select a New York City bidder;
- 12.4.3 Select a certified New York State small, minority or woman-owned business;
- 12.4.4 Select a New York State bidder;
- 12.4.5 Conduct a drawing. Tie bidders shall be invited to witness the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

SECTION 13. COST

13.1 Bid Blank

DOE and the Vendor hereby agree to the pricing and discounts for the Services quoted in the Bid Blank. Vendor shall not be entitled to receive reimbursement for any expense in performing under the Agreement, unless such costs are expressly permitted in the Bid Blank or are stated in a Task Order.

13.2 Overlap of Services

Vendor acknowledges that certain Services may represent overlap for similar tasks when authorized and executed simultaneously. Vendor and DOE agree to outline such combined activities in the relevant Task Orders, and to price such overlapping Services such that the DOE does not pay for multiple instances for equivalent Services at the same location.

13.3 Encumbrance of Funds

Vendor acknowledges Services cannot be ordered without prior encumbrance of funds up to the amount of the Services so ordered.

SECTION 14. PRICING

14.1 Pricing Requirements

Provide unit prices for the units of measure set forth in the Bid Blank, as well as the total price for each item proposed, as applicable. In the price, include any delivery charges and installation costs that would be incurred for shipments made to facilities within the 5 boroughs of the City of New York.

14.2 Price Audits

- 14.2.1 Vendor will maintain auditable records showing the net cost from manufacturers of the items being provided under this Contract. These records must clearly indicate any rebates, discounts, or other allowance being offered to Vendor by the manufacturer. These records must be kept and maintained throughout the life of this contract and for seven years from final payment.
- 14.2.2 If DOE requests manufacturer's invoices verifying the net cost of a product, the Vendor will submit this documentation within seven days of the request. Failure to comply will result in a non-compliance hearing. Multiple hearings may result in termination of Contract.

SECTION 15. ORDERING PROCEDURES

15.1 Purchase Orders

No delivery shall become due or acceptable without an order in writing issued by the duly designated representative of the DOE that has the authority to issue orders directly to Vendors.

15.2 Timeframes

- 15.2.1 Within five business days of the Notice of Award, DOE will provide the Vendor with a list of DOE liaison names and contact information.
- 15.2.2 The Vendor shall be available during Business Hours, Monday through Friday, to discuss orders. The Vendor shall also accept order forms via fax, email, and/or electronic transmission 24-hours a day. The Vendor shall provide emergency contacts to enable DOE to place orders and pick up material 24 hours per day, 7 days per week.

15.3 Ordering method

- 15.3.1 DOE will transmit purchase orders to the Vendor either by email or fax.
- 15.3.2 The Vendor shall verify the authorized signature on each order form using an authorized DOE personnel list provided by the Project Manager. In the event that the order is not appropriately authorized or signed and the Vendor fills the order, DOE may not pay for the order.

SECTION 16. INVOICES AND PAYMENT

16.1 Payment Policy

- 16.1.1 DOE shall pay and Vendor shall accept, the amounts set forth in the Bid Blank 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 contract, including but not limited to all labor and material required to be done or furnished under this contract; all overhead expenses, fees and profits including the cost of providing storage yard or facilities; all risks and obligations set forth in the contract; any applicable fees or taxes; and all expenses due to any unforeseen difficulty encountered in the prosecution of the work.
- 16.1.2 Payment, when made, will be made by the Comptroller of the City of New York.

16.2 Billing for E-Rate Services

Notwithstanding the above, for services that qualify for funding under the E-Rate Program, the Vendor will seek recovery from the Universal Service Fund of the approved amount of USF funding of the charges for services in accordance with applicable E-Rate regulations.

16.3 Final payment

The acceptance by the Vendor or by any person representing the Vendor of the final payment or any part thereof as audited by the Comptroller, whether such payment be made pursuant to any judgment or order of any court or otherwise, shall operate as and shall be a release to DOE from all claims of and liability to the Vendor and to the Vendor's representatives and assigns for anything done, furnished or for or pertaining to the work or supplies or for any neglect of DOE or of any person pertaining to or affecting the work done or supplies furnished hereunder. No interest shall be allowed on the amount certified as or audited by the Comptroller as the final payment or on any part thereof which the Treasurer of the City is ready and willing to pay.

16.4 Proper Invoice

16.4.1 Unless otherwise directed by DOE, invoices shall be submitted monthly. With each invoice Vendor shall furnish reasonable written proof and documentation of performance of services. The Vendor and DOE will mutually agree on a format and submission procedure for invoices and Vendor shall comply with all DOE requirements concerning the manner in which invoices are to be submitted.

16.4.2 Contactor must submit an original summary invoice in duplicate with a description of the items delivered, work performed, services rendered and/or other event initiating entitlement to payment pursuant to the terms of the Contract, Contract number and/or proceed notice number. 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

16.5 Supporting Documentation

16.5.1 Vendor shall maintain for each invoice, as shall be mutually agreed, contemporaneously kept records to be furnished upon the request of DOE. The maximum amount payable upon an invoice shall be limited to the amount the Vendor actually has delivered, expended, incurred or accrued. The Vendor shall not incur any expenses that are not ordinary, necessary and reasonable in the context of the performance of work under this Agreement or that are contrary to law.

16.5.2 If Vendor fails or refuses to provide sufficient evidence reasonably acceptable to the Chancellor to support any of Vendor's charges, DOE shall not be required to pay compensation regarding such performance.

16.5.3 DOE shall not be required to approve or to pay any invoice until the work performed and reports specified under the applicable Task Order have been reviewed and by DOE and are acceptable in accordance with the specifications and requirements outlined by DOE.

16.5.4 Vendor will specify all taxes, surcharges and fee charges that may be billed to DOE.

16.5.5 At the request of DOE, the Vendor will provide:

16.5.5.1 A listing of the type of charges, e.g. Federal Universal Service Fees, Subscriber Line Charges, MTA Surcharge, excise taxes, E-911 and other flow-through surcharges.

16.5.5.2 A copy of the specific statutory authority that directs carriers to charge end users for any pass through charges or fees

16.5.5.3 The formula used to recover the individual charges from end users

16.5.6 Vendor will pass through and not markup any existing, new or additional taxes and/or surcharges mandated to be paid directly by DOE as directed by the FCC or NYS PSC during

the life of the resulting contract. Vendor agrees not to bill any new fees imposed during the contract Term that are not mandated by law to be paid by DOE. If new fees are mandated by law, the Vendor will provide the specific statutory authority that directs the carrier to charge Users for any pass through charges or fees. The Vendor will work with DOE to update the services which are affected by the new charges and fees.

- 16.5.7 Vendor will not invoice DOE for taxes, surcharges or fees under which an applicable law exempts DOE from payment of the associated taxes, surcharges or fees for a service.
- 16.5.8 User is not responsible for any penalty or interest due as a result of Vendor's failure to timely collect from DOE, or pay, any tax, surcharge or fee. If the Vendor properly bills DOE for a tax, surcharge or fee, but DOE fails to timely remit such tax, surcharge or fee to the Vendor, then DOE will be liable for such uncollected tax, surcharge of fee and any penalty and interest assessed thereon by the applicable taxing authority.
- 16.5.9 Vendor will invoice for the taxes, surcharges and fees at (and in no event prior to) the time it invoices DOE for the services in connection with which such taxes, surcharges or fees are levied. In the event DOE believes it may be able to recover any paid amounts of a tax, surcharge or fee, Vendor will provide DOE with information available to the Vendor to allow DOE to seek such recovery.
 - 16.5.9.1 Vendor will specify in all taxes, surcharges and fee charges that may be billed to DOE.
 - 16.5.9.2 At the request of DOE, the Vendor will provide:
 - 16.5.9.2.1 A listing of the type of charges, e.g. Federal Universal Service Fees, Subscriber Line Charges, MTA Surcharge, excise taxes, E-911 and other flow through surcharges.
 - 16.5.9.2.2 A copy of the specific statutory authority that directs carriers to charge end users for any pass through charges or fees
 - 16.5.9.2.3 The formula used to recover the individual charges from end users

16.6 Inspection, Review and Audits

DOE reserves the right to inspect, review and/or audit each invoice for payment to verify that the invoice amount is consistent with the materials, labor, goods and/or services provided and is in accordance with the provisions of the contract, as well as to determine the resources applied or used by the Vendor in fulfilling the terms of the contract or otherwise to verify that the work, goods or services billed for were provided in accordance therewith. DOE will require 10 business days from the receipt of invoice date within which to perform this function.

16.7 Set-off

DOE shall have the right to set off against any payment due the Vendor under this Contract any unpaid legally enforceable debt owed by the Vendor to DOE or the City of New York.

16.8 Designated Payment Office

Vendor must submit all original invoices and supporting payment documents to the payment office indicated on the purchase order, or to the office as directed by the DOE Project Manager.

SECTION 17. SUBCONTRACTORS

17.1 Vendor responsibility

The use of any subcontractor to provide the goods or services specified herein must be approved by DOE in advance. DOE reserves the right to inspect subcontractor's premises to accept or reject the

use of any subcontractor. Any approved subcontractors will be governed by the same terms and conditions which apply to the Vendor. Whether or not work is subcontracted, the Vendor:

- 17.1.1 Will be the sole point of contact with DOE;
- 17.1.2 Is solely responsible for management of its subcontract relationship(s); and
- 17.1.3 Is solely responsible for all deliverables and for the completion of the Contract.

17.2 Subcontractor requirements

Any approved subcontractor must comply with general New York City contracting requirements, including submission of VENDEX forms.

SECTION 18. INSURANCE

18.1 General

- 18.1.1 The Vendor shall obtain all required insurance coverage from insurers licensed by the New York State Superintendent of Insurance to do business in New York State. Before the start of any of the services under this Contract, the Vendor shall submit to DOE evidence of the insurance specified herein together with all supporting documentation reasonably deemed necessary by the Chancellor and/or his designees.
- 18.1.2 All Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.
- 18.1.3 The Vendor shall not obtain or use any insurance policies or contracts for purposes of this Contract that contain any endorsement exclusions relating to an additional insured's negligence, relating to the maintenance, use and operation of an additional insured's realty or personalty, or relating to any other activities by an additional insured that arise from, or in the context of, this Contract.
- 18.1.4 The Vendor shall transmit one copy each of all certificates of insurance to DOE, to the name and address provided herein for the giving of notices. DOE's receipt of such certificates shall be a condition precedent to any payment by DOE to the Vendor under this Contract.

18.2 Required Insurance

The Vendor shall maintain the following types of insurance coverage for the duration of this Contract:

- 18.2.1 Workers' Compensation Insurance, including Employer's Liability Insurance, as prescribed by the laws of New York State or of the state of the Vendor's domicile.
- 18.2.2 Commercial General Liability ("CGL") insurance shall insure the Vendor and its agents, employees, officers, directors, owners, partners, subcontractors or any other representatives (the Vendor's "employees"), and DOE and the City of New York as additional insured, during the operation of this Contract, against claims for bodily injury, including death, disease and property damage as shall arise because of any services performed by the Vendor, or its employees, either directly or indirectly, or because of any negligent act of the Vendor or its employees. The limit of liability under this CGL coverage shall be in an amount not less than
 - 18.2.2.1 One Million Dollars (\$1,000,000.00) per occurrence for personal injury, and
 - 18.2.2.2 Not less than One Hundred Thousand Dollars (\$100,000.00) for one claimant in any one occurrence, but

- 18.2.2.3 not more than Two Hundred Thousand Dollars (\$200,000.00) for two or more claimants for property damage sustained, as well as the loss of use, if any, occasioned by the occurrence.

18.3 Policy Requirements

All policies of insurance must be written on an occurrence basis, except for Workers' Compensation Insurance, including Employer's Liability Insurance, and must be issued by companies licensed and admitted, or authorized to do business, in the State of New York, having a rating of at least "A-" (Excellent) and a financial rating of "X," as rated by the most recent Best's Insurance Rating Guide. The Vendor's General Liability policy must be endorsed:

- 18.3.1 to name DOE and the City of New York as additional insured;
- 18.3.2 to allow severability of interests and rights of cross-claim; and
- 18.3.3 to provide that the policy must not be canceled, or its coverage reduced, without at least thirty 30 days' prior written notice to DOE.
- 18.3.4 Insurance coverage in the amounts provided for herein shall not constitute a limit of the Vendor's liability and shall not relieve the Vendor for any liability that might exceed such amounts, nor shall DOE be precluded from taking such other actions as are available to DOE under any other provisions of this Contract or otherwise.

18.4 Notice to DOE

- 18.4.1 The Vendor shall transmit prompt notice of each coverable accident or occurrence to the Vendor's appropriate insurer(s) with such transmittal to occur not later than required under the Vendor's insurance policy(ies) or contract(s). The Vendor shall transmit notice of each coverable accident or occurrence to the Chancellor and/or his designee(s) within 5 school calendar days of the affected accident or occurrence.
- 18.4.2 Without at least thirty days advance written notice to DOE, policies shall not be invalidated by reason of violation of any of its terms or any of the terms of any other policy issued by the insurance company to the Vendor.
- 18.4.3 Each insurance policy required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice shall have been given to both the Chancellor and to the "New York Department of Education, Division of Contracts & Purchasing, 65 Court Street, Room 1201, Brooklyn, NY 11201-4954, except that the notice for Worker's Compensation insurance shall not be less than fourteen days before the termination or non-renewal of such insurance coverage.
- 18.4.4 If the Vendor's or any subcontractor's ACORD Certificate of Insurance provides that notice of cancellation, non-renewal or material coverage reduction "will be delivered in accordance with policy provisions" or words to similar effect, then
 - 18.4.4.1 the Vendor and/or any affected Subcontractor shall provide to DOE a written endorsement or other acceptable written statement from its insurance carrier regarding what type and length of notice shall be provided to the DOE as an additional insured;
 - 18.4.4.2 DOE shall have the right to prescribe that the Vendor undertake to secure an alternative means for DOE to receive such notice including, but not limited to, notice from the Vendor's or Subcontractor's insurance broker or consultant; and
 - 18.4.4.3 if, during the Term, DOE discovers that any of the insurance required under this Section 7 has been cancelled, DOE may immediately terminate this Contract. In the event of said termination by DOE, no claim for damages will be made by or allowed to the Vendor because of said termination and the Vendor will be entitled to

payment for any work satisfactorily completed, pursuant to this Contract, prior to said termination date.

18.5 Property Loss Insurance

18.5.1 The limit of liability shall be at least \$500,000 per occurrence protecting the supplies, equipment and property, etc. of the DOE against "All Risks" of loss, which include, but are not limited to, fire, lightning, windstorm, hail, riot, civil commotion, vandalism, malicious mischief, burglary, theft, floods, earthquakes, hurricanes, tornadoes and other perils, including mysterious disappearance, while supplies, etc. are in the possession, control or responsibility of the Vendor, sub-Vendor or anyone directly or indirectly employed by either of them.

18.5.2 In the event there is a loss incurred as a result of any of the above, reimbursement for claims submitted shall be on a dollar for dollar basis for the cost incurred by DOE for either the loss of services, repair, restoration or replacement, whichever is applicable. This coverage may be a "Broad Form" policy covering any/all possible contingencies.

18.6 Sub-Vendors' Insurance

Should the awarded Vendor retain a subcontractor to perform any of the services mentioned herein, it is the Vendor's responsibility to insure that subcontractor maintains the same types of insurance coverage in accordance with the requirements and amounts indicated herein.

18.7 Certificate of Insurance

All Certificates of Insurance shall be accompanied by

18.7.1 either a duly executed "Certification by Broker", which is available at <http://schools.nyc.gov/NR/rdonlyres/4E80E068-C2D3-435F-9F14-C17BBC80F479/115949/CERTIFICATIONBYBROKER1.pdf> or

18.7.2 Copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted. DOE's receipt of such certificates shall be a condition precedent to any payment by DOE to the Vendor under this Contract.

SECTION 19. DOE CONFIDENTIAL INFORMATION

"Confidential Student Information" means: any personally identifiable information related to DOE students, student families or guardians, teachers, staff, agents and/or volunteers. Confidential Student Information includes, but is not limited to, names, addresses, contact information, school, school district, grades or other reviews, scores, analysis or evaluations, records, correspondence, activities or associations, financial information, social security numbers or other identifying numbers or codes, date of birth or age, gender, religion, sexual preference, national origin, socio-economic status (including free/reduced lunch status), race, ethnicity, special education status, or English Language Learner status.

19.1 General

Vendor agrees to:

19.1.1 Hold the Confidential Student Information in strict confidence and not to disclose Confidential Student Information to any third parties nor make use of such Confidential Student Information for its own benefit or for the benefit of another, or for any use other than the purpose of this Agreement.

19.1.2 Only disclose the Confidential Student Information of DOE to its employees or agents who need to know the Confidential Information of DOE, and in those instances, only to the extent justifiable by that need, and ensure that all such entities and personnel comply with the terms of this Agreement.

- 19.1.3 Adhere in every respect to the law as applicable to Vendor's business, DOE policy and the Chancellor's regulations concerning confidentiality of personally identifiable pupil records, including Chancellor's regulation A-820.

19.2 Other Confidential Information

"Other Confidential Information" (which shall be kept confidential by the receiving party) of a party means all confidential or propriety information of a party (other than Confidential Student Information which is controlled by Section 7 above) marked "confidential" (or similar designation) or any other information that a reasonable person under similar circumstances would consider to be confidential or proprietary at the time of disclosure based upon the nature of the information and the circumstances under which it was disclosed, notwithstanding a failure to make it or identify it as such; whether in oral, written, graphic, or machine-readable form. Each party agree to use the same care and discretion to avoid disclosure, publication or dissemination of Other Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and to use the Other Confidential Information for the purpose for which it was disclosed or otherwise for the benefit of the disclosing party.

19.3 Exceptions to Obligations

The receiving party may disclose, publish, disseminate, and use Other Confidential Information that is:

- 19.3.1 already in its possession without obligation of confidentiality; developed independently;
- 19.3.2 obtained from a source other than the Discloser without obligation of confidentiality; publicly available when received, or thereafter becomes publicly available through no fault of the Recipient; or disclosed by the Discloser to another party without obligation of confidentiality. Unless a longer period of time is required by applicable law, the Vendor's and BOE's obligation in regard to the above shall continue for four years from the date of receipt of such confidential information.
- 19.3.3 Notwithstanding the foregoing, the restrictions of confidentiality with respect to Vendor's Other Confidential Information are subject to New York State Public Officers Law Article 6, and any other applicable statutory or legal disclosure requirements. Notwithstanding the foregoing, the Vendor shall not be required to keep confidential or limit the use of any ideas, concepts or know-how related to information processing developed by the Vendor during the course of this MOU

SECTION 20. SECURITY COMPLIANCE

20.1 General DOE Policy

The Vendor agrees to comply with DOE's security policy as described below and in Attachment C.

- 20.1.1 Vendor employees, agents and subcontractors shall abide by all applicable security policies and procedures of DOE, particularly in its use of computer facilities in any DOE sites and shall not provide access to any DOE sites to a third party who is not under an obligation of confidentiality to DOE in accordance with this Agreement.
- 20.1.2 The Vendor shall inform its employees, agents and subcontractors of the requirements of this Section and shall enforce compliance with these requirements by its employees, agents and subcontractors.
- 20.1.3 As applicable, each Vendor subcontractor engaged in providing the Services shall be required to sign a statement of confidentiality prior to commencing work for DOE and those statements will be available to DOE upon request. DOE regulations and work rules will be provided to the Vendor by DOE.

20.2 Background Clearance

Vendor's employees, subcontractors and subcontractor employees engaged in providing the Services may, at DOE's discretion, be subject to security and/or health clearance procedures administered by DOE including, without limitation, fingerprint checks. Without limiting the foregoing, the Vendor and subcontractors shall, for each employee or agent providing services under this Agreement who is anticipated to come in direct contacts with students of DOE;

- 20.2.1 require that each such individual be fingerprinted by DOE; and
- 20.2.2 provide the name and Social Security Number for each such individual. The Vendor shall bear the costs of all security, health and/or other clearance procedures that involve fees or other costs for any and all persons and/or entities required to undergo such procedures.

SECTION 21. TRANSITION AT DISENGAGEMENT

Upon the termination or expiration of the contract, Vendor shall promptly, at Vendor's expense, reasonably cooperate and assist DOE in the transfer of services to a new Vendor designated by DOE, deliver all assets of DOE, including equipment, materials, records, data, Confidential Information and all other intellectual property, to DOE as directed; and account for and refund to DOE, within 30 days of termination or expiration, any unexpended funds which have been advanced to the Vendor pursuant to this Agreement.

SECTION 22. GENERAL DOE CONTRACT REQUIREMENTS

22.1 Criminal Charges

Any entity submitting a bid in response to this solicitation must disclose whether there are any individuals employed by the company or consultants to the company who were convicted or indicted of any crime related to the antitrust laws in the past 10 years. Vendors may be barred from doing business with DOE as a result of such indictment and/or conviction.

22.2 Conflicts of Interest

- 22.2.1 Except as stated below, no non-governmental Vendor may have on its Board of Directors (or comparable body), employ or have under contract for services,
 - 22.2.1.1 any present full-time officer or employee of the City of New York or DOE or any part-time officer or employee of DOE, or
 - 22.2.1.2 any present full-time officer or employee of the City on leave from the City or DOE or any part-time officer or employee of DOE currently on leave from the DOE. Generally, the Conflicts of Interest Board may grant waivers of this provision, if an employee or officer is not involved in the Vendor's business with the City or DOE. Said waivers are discretionary and must be approved prior to the commencement of services by that individual. The DOE's Ethics Officer must be contacted if an officer or employee wishes to request a waiver. (Rev. 12/12/02)
- 22.2.2 No DOE 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 DOE 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 Vendor's business with the City or DOE. (Rev. 11/27/02)
- 22.2.3 No officer or employee of DOE, or the officer or employee's spouse/domestic partner or unemancipated children can have an ownership interest in the Vendor, 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 children, or domestic partner exercises managerial control or responsibility regarding any such firm. For Vendors with stock that is publicly

traded, compliance with this subparagraph is the obligation of DOE employees and officers. (1/16/03)

- 22.2.4 No former officer or employee of DOE may appear before DOE on behalf of a non-governmental Vendor within one year of the former officer or employee's termination of service with DOE. An appearance before DOE includes all communications with DOE. However, a former employee of DOE is not prohibited from serving on a non-governmental Vendor's Board of Directors (or comparable body), or from employment or contracting for services with the Vendor, provided that the former employee does not appear before DOE within one year of the termination of service with DOE.
- 22.2.5 No former officer or employee of the City (including DOE) may have any involvement on behalf of a non-governmental Vendor 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 DOE 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 Vendor or any other private interest.
- 22.2.6 The Vendor warrants that, other than a bona fide employee or Vendor regularly working as a sales representative for the Vendor, no person, selling agency, or other entity has solicited or secured this Contract, or has been employed or retained to do so, for a commission, percentage, brokerage fee or contingent fee.
- 22.2.7 The Vendor 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 DOE or City funds, or other funds under this contract. The word "gift" shall include, without limitation, money, tangible goods, services, loans, promises or negotiable instruments. (2/13/01)
- 22.2.8 If the Vendor violates any provision of this paragraph, DOE may, at its option: (1) cancel and terminate this Contract and be relieved of all liability hereunder; (2) deduct all amounts paid by the Vendor or other value given by the Vendor in violation of this paragraph from payments made or to be made to the Vendor under this or any other Contract at any time; (3) require the refund of any funds paid hereunder; (4) any combination of the foregoing; or (5) any other action DOE 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 Vendor or its principals as not a responsible bidder on other DOE or City contracts.
- 22.2.9 Vendor shall adhere to the Central DOE 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.

22.3 Representations of Fact

This solicitation contains Representations of Fact and required notarization, which pages must be original. These documents must be submitted with the response to the solicitation. Photocopies will not be accepted.

22.4 Affidavit of Acknowledgment

- 22.4.1 The bid shall be notarized by an authorized representative, stating that the declarations stated are in all respects true. If the bidder is a corporation the verification shall be made by an officer of such corporation with knowledge of the facts and having authority to make such sworn statements.
- 22.4.2 The Comptroller of the City of New York requires a county clerk's certification of notary on all out of state notarizations

22.4.3 If bidder omits or does not execute applicable Affidavit of Acknowledgment as required and/or does not provide County Clerk's Certification for a notary registered outside of New York State, DOE may grant an extension of time to correct such deficiencies. Failure to correct within time allowed will result in rejection of bid and the bidder will not be considered for award.

22.5 Untrue Statements

Any statement or declaration made by the bidder which is found untrue, or deemed unsatisfactory, will be sufficient cause for rejecting the bid.

22.6 Contract Discrepancies

The solicitation for furnishing and delivering the supplies and/or services, instructions to bidders, bid specifications, schedules, and agreements approved by the DOE are and shall be a part of this Contract. In case of variance between the specifications, bid and Contract, the Contract shall be controlling.

22.7 Catalog Reference

When a catalog reference follows the description of an item number on the bid blank, it is intended to generally show the grade, style, quality and size of the item to be furnished. Catalog references apply to the latest issue of the stated manufacturer and are to be regarded as part of the item description.

22.8 Minority and Women-Owned Business Entities Participation

22.8.1 DOE strives to give all businesses, including Minority and Women-Owned Business Enterprises (MWBES), an equal opportunity to compete for DOE procurements. DOE casts a wide net in search of talented vendors, seeking qualified suppliers from all segments of the community in an attempt to provide equal access to procurement opportunities for all qualified vendors, including MWBES. DOE works to enhance the ability of MWBES to compete for contracts and DOE is committed to ensuring that MWBES fully participate in the procurement process. For evaluation purposes, no rating points will be assigned for MWBE status

22.8.2 DOE strongly encourages the substantive participation of minority and women owned business enterprises (M/WBE) in the competitive bid process. The bid will be deemed to be M/WBE participating if either, (a) the prime Vendor and/or subcontractor are identified by New York City as certified as M/WBE's, or (b) if the prime Vendor otherwise demonstrates a clear and strong commitment to, and support of, equal employment opportunity and employee civil rights. The award of this contract shall be on the basis of the lowest price.

22.8.3 To be considered substantive participation for (a) above, the value of the prime or subcontractor's work must be at least ten percent of the awarded cost, or (b) above, if neither the prime Vendor nor its subcontractor are City-certified M/WBE's, substantive participation can alternatively be demonstrated by the Prime Vendor showing a high level of commitment to the principles incorporated in Title VI and Title VII of the Civil Rights Act of 1964 and with all applicable Federal, State and City Laws and for clear demonstration of implementation thereof.

22.8.4 Demonstration of commitment and implementation may consist of, but not be limited to, the following, as documented by supporting data and materials.

22.8.4.1 A record of hiring, placement and promotional practices which permit access to all levels within the firm's organization by women, minority, disabled and other employee groups covered by the Civil Rights Act of 1964.

22.8.4.2 Policies, initiatives and programs which discourage discrimination against individuals on the basis of age, color, gender, national origin, citizen status, religion or sexual orientation: pregnancy or pregnancy-related conditions, and/or promotes the

welfare of people with disabilities, including mentally and physically disabled employees and disabled veterans.

- 22.8.4.3 Recognition of the efforts above by government authorities nationally recognized civil rights organizations or other appropriate groups.

22.9 Obligation to Disclose

The Vendor selected for award agrees to disclose all pending litigation and tax liens and all criminal charges where the company and/or officers, and/or owners of over 10% of the company are defendants of the charges;

22.10 Personnel Security Requirements

Ensure that, other than delivery personnel, all Vendor personnel who work in any DOE or school building meet security requirements specified by DOE, which may include fingerprinting and criminal background checks.

22.11 Notice of Award

The mailing by DOE to the undersigned bidder at the address herein specified of the Purchase Order, Notice of Award, or Acceptance of purchase order for any of the items for which this bid is submitted shall constitute a contract between DOE and the undersigned to furnish and deliver the items set forth in said Purchase Order, notice of award or acceptance of bid.

22.12 Non-Assignment of Contract

22.12.1 The Vendor shall give its personal attention to the faithful performance of this Contract. The Vendor covenants that it will not assign, transfer, convey, sublet or otherwise dispose of this Contract or its right, title or interest therein or its power to execute such Contract, to any other person or corporation without the previous written consent of the Chancellor or designee. Request for permission to assign a contract shall be in writing to DOE. A non-refundable processing fee of \$250 for contract amounts less than \$100,000 and \$500 for contract amounts of \$100,000 or greater. Said fee shall be by check or money order and made payable to the New York City Department 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 DOE's decision is final and binding. If the Vendor in any way violates the terms of this provision, DOE shall have the right to cancel and terminate this Contract, and DOE shall thereupon be relieved from all liability hereunder.

22.12.2 Nothing contained herein shall be construed to affect an assignment by the Vendor for the benefit of its creditors made pursuant to the statutes of the State of New York. No right under this Contract, or to any monies due or to become due hereunder, shall be asserted against DOE or the City in law or in equity by reason of a purported assignment of this Contract, or any part thereof, or of any monies due or to become due hereunder, unless authorized as aforesaid. (Rev 11/02)

22.13 Availability of Funds

In the event that the period of any resulting Contract award extends beyond the end of the current fiscal year, such awards are subject to the availability of funds in succeeding fiscal years.

22.14 Tax Exemption

22.14.1 DOE is a municipal corporation as defined under the Education Law and the General Construction Law of the State of New York, and as such is exempt from the payment of Federal, State or local sales, excise, compensating use, or gross receipts taxes, as provided under the U.S. Internal Revenue Code and the Tax Law of the State of New York. The Vendor shall use all commercially reasonable efforts to comply with the provisions set forth for the elimination of all payments of such taxes for otherwise taxable goods, supplies,

equipment, services, and so forth, that the Vendor shall purchase in the provision of the goods and services under this Contract for purposes of resale to DOE.

22.14.2 All prices quoted must be net and not affected by the imposition of any federal, State and City sales or excise taxes or fees during the term of this Contract.

22.15 Vendor as a Purchasing Agent

22.15.1 If, during the term of the Agreement, the Vendor is requested to act as DOE's purchasing agent, DOE shall furnish to the Vendor an agency appointment letter on official DOE letterhead stationery that the Vendor shall use in all of its acquisitions from suppliers, sellers or other sources.

22.15.2 Vendor shall present a copy of the letter designating it a purchasing agent of DOE, or such other necessary documentation provided by DOE, to each supplier, seller or other source from or with whom the Vendor purchases or otherwise lawfully acquires materials, supplies, equipment, and so forth for purposes of resale to the DOE in performing this contract. For each such transaction, the Vendor shall use all commercially reasonable efforts to obtain full exemption from all applicable Federal, State and local sales, excise, compensating use, gross receipts and other applicable taxes.

22.15.3 Vendor invoices to the DOE for materials purchased from the Vendor shall not include any sales tax. The Vendor shall use its best efforts to cooperate with the DOE to ensure that no sales taxes will be payable by the Vendor or by the DOE with respect to materials that are purchased by the Vendor on behalf of the DOE.

22.15.4 Vendor agreements with, and purchase orders to, any manufacturers, seller, suppliers and/or service providers in connection with the materials delivered hereunder shall specify that the Vendor is a purchasing agent for DOE. All checks that the Vendor issues for payment to manufacturers, seller, suppliers and/or service providers in connection with the materials delivered hereunder shall specify that the Vendor is a purchasing agent for the DOE.

22.16 Save Harmless Clause

Vendor hereby agrees to indemnify and hold DOE and the City of New York harmless from all claims, damages, judgment, expenses, attorney fees and compensation whether in contract or tort arising out of personal injury, including death, or property damage sustained or alleged to have been sustained in whole or in part by any or all persons whatsoever as a result of or arising out of any act or omission of the Vendor, its agents or employees, or caused or resulting from any deleterious substance in any of the products supplied or while equipment, supplies, etc. are being delivered or the service-work is being performed under this contract, whichever instance is applicable.

22.17 Administrative Costs of DOE

22.17.1 In each instance where DOE must take corrective action due to the failure of the Vendor to perform in accordance with the contract, DOE will assess \$250.00, payable by the Vendor as liquidated damages to cover administrative costs of DOE. Such infractions include but are not limited to incorrect invoicing, unapproved substitution of product, failure to notify the Division of Contracts and Purchasing of discontinuation of product or each instance in which the NYCBOE suspends or revokes approval for the Vendor to use an employee, agent or subcontractor in the performance of this Contract due to unsatisfactory performance and/or conduct.

22.17.2 The Comptroller of the City shall and may deduct and retain the amount of said administrative fee out of moneys, which may become due under this Contract or any other agreement between the Vendor and DOE or City. The remedy provided for in this provision is in addition to any other remedies legally available to DOE under the contract or applicable law.

22.18 Vendor Default

Upon a finding of default by DOE, the Vendor may be barred from doing business with DOE for a period of up to four years and listed in the New York City Comptroller's VENDEX system of default Vendors. DOE shall have the right to declare the Vendor in default of this contract if the Vendor:

- 22.18.1 violates any of the terms or conditions of this Contract;
- 22.18.2 fails to provide and deliver the supplies and/or services, or any part thereof, ordered pursuant to this Contract, or fails to provide same in accordance within the time schedule(s) set forth;
- 22.18.3 transfers or assigns this Contract without the written consent of DOE;
- 22.18.4 executes this Contract in bad faith;
- 22.18.5 submits false or misleading documents to DOE in order to induce the award of this Contract;
- 22.18.6 accepts orders from schools, offices, units, bureaus, divisions etc., of DOE for items not stipulated in this Contract or any other current written agreement with DOE;
- 22.18.7 distributes sales or marketing literature to schools, offices, units, bureaus, divisions, etc., of DOE without the written consent of DOE;
- 22.18.8 delivers supplies pursuant to this Contract which are packaged other than as specified in this Contract;
- 22.18.9 submits any invoice for payment for any item which has not been delivered;
- 22.18.10 delivers items found to be damaged, used or otherwise defective or deficient and fails to substitute conforming items within five (5) business days of notice of the problem;
- 22.18.11 becomes insolvent or makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York;
- 22.18.12 is in arrears to the New York City Public School System, City or State of New York and/or Federal Government for taxes;
- 22.18.13 has not obtained and maintained the insurance policies specified in this Contract.

22.19 Sales and Marketing Literature

- 22.19.1 The successful bidder, upon Award of Contract, may choose to produce literature for distribution at his own expense to schools and offices for promotional purposes.
- 22.19.2 The bidder may be required to provide and maintain a website for informational purposes only, containing FAMIS number, detailed specifications, item descriptions and clear pictures of all items awarded.
- 22.19.3 All such literature and website material must be limited to the items awarded and must not misrepresent or mislead in any way. Before distribution or posting, the literature must be forwarded to the appropriate Procurement Analyst at the Division of Contracts and Purchasing for review and approval.
- 22.19.4 Failure to comply with the above may result in the denial of payments and the bidder may also be declared an "Irresponsible Bidder" and found in default of contract.

22.20 Patent and Copyright

The Vendor shall be responsible for any claims made against DOE or the City for any infringement of patent rights or copyright arising from the sale, supply, or use of any patented or copyrighted supplies or equipment furnished or supplied under this contract. The Vendor shall defend, save harmless and indemnify DOE and/or the City for all costs, expenses and damages, including attorney's fees, which

DOE or the City may be obligated to pay, or may otherwise suffer, by reason of any infringement of patent or copyrights resulting from such sale, delivery or use of said supplies or equipment.

22.21 Code of Ethics

In accordance with policy adopted by DOE, any contract, agreement or order issued as a result of this bid is authorized subject to the provisions of the Administrative Code and the City Charter relating to a Code of Ethics and to the policies of DOE relating to conflicts of interest. In the event that the Vendor is, employs, retains, or engages the services of any employee of DOE in violation of the provisions of the Administrative Code or the City Charter relating to a Code of Ethics or of the policies of DOE relating to conflicts of interest, the Vendor shall have no claim in law and/or equity under the Contract nor shall the Vendor have any claim in law and/or equity against DOE or any DOE agent, servant or employee.

22.22 No Discrimination

It is agreed between the parties as follows as required by New York State Labor Law No. 220-E:

- 22.22.1 That in the hiring of employees for the performances of work under this contract or any subcontract thereunder, neither the Vendor, Subcontractor, nor any person acting on behalf of such Vendor or Subcontractor, shall by reason of race, color, age, sex, national origin, handicap, marital status, religious or political beliefs or affiliations, or sexual orientation discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- 22.22.2 That neither the Vendor, 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, color, age, sex, national origin, handicap, marital status, religious or political beliefs or affiliations or sexual orientation;
- 22.22.3 That there may be deducted from the amount payable to the Vendor by the City under this contract a penalty for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract will apply;
- 22.22.4 That this contract may be canceled or terminated by the City and all moneys due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract and;
- 22.22.5 The aforesaid provisions of the 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.

22.23 Compliance with Laws

In connection with the performance of this Contract, the Vendor shall comply with all applicable laws, rules and regulations, including State Labor Law. 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.

22.24 Written Agreement

The written agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

22.25 Exclusivity

No commitment of exclusivity on the part of DOE or the Vendor shall be inferred as a result of any Contract resulting from this solicitation.

22.26 Anti-Trust Clauses

The Vendor hereby assigns, sells and transfers to the City of New York, all right, title and interest in and to any claims and causes of action arising under the antitrust laws of New York State or of the United States relating to the particular goods or services purchased or procured by the City under this contract.

22.27 Set-Off Rights

DOE shall have all of its common law, equitable and statutory rights of set-off. These shall include, but not be limited to, DOE's option to withhold for the purposes of set-off any moneys due and owing to DOE with regard to this Contract, any other agreement with DOE, including any agreement for a term commencing prior to the term of this Contract, plus any amounts due and owing to DOE for any other reason. DOE 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 DOE, its representatives, or State or City Comptroller.

22.28 Participation in an International Boycott

22.28.1 The Vendor agrees that neither the Vendor 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 1969, as amended, or of the regulations of the United States Board of Commerce promulgated thereunder.

22.28.2 Under the final determination by the Commerce Board or any other agency of the United States as to, conviction of the Vendor or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or of the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Contract.

22.28.3 The Vendor 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.

22.29 Government Regulations

22.29.1 In every instance where the specifications for an item cannot be fully conformed with due to an order of the Federal government, the bidder will quote the order or regulation preventing the bidder from fully conforming with the specifications, and may quote on an article which complies as nearly to printed specifications for the item, as is permitted under such Federal regulations. In all such instances the bidder shall indicate and describe exactly the manner and extent of the variation between the article which they propose to furnish and the specifications for the item.

22.29.2 In instances where, at the time of bidding, the successful bidder in good faith believed that performance would be completed within the time stated on the bid, but subsequent to the opening of bids a new or amended Federal Regulation prevents them from performing within such time, DOE may grant an extension of time which may be necessary.

22.29.3 In all instances where a contract has been entered into and full compliance with the specifications of an item under contract subsequently become impossible due to government regulations, the Vendor shall notify DOE, of such fact and shall indicate and describe exactly the manner and extent of the variation between the article which they propose to furnish and the specifications for the item. If the claim of the Vendor is deemed well founded by DOE, he/she may authorize and accept delivery of an article, the specifications of which shall be as near alike to the specifications of the item contracted for, as may be permitted by such regulations; if, in their opinion, the proposed delivery be of lesser value, they may agree on condition that the price be revised to the extent of the difference in value.

22.30 No Estoppel

Neither DOE nor the City, nor any DOE officer thereof, shall be precluded or estopped by any return or certificate made or given by the officer, inspector, agent or appointee of DOE of the City, under any provision of this Contract from any time (either before or after the final completion and acceptance of the work or supplies and payment therefore, pursuant to any such return or certificate) showing the true and correct amount and character of the work done and supplies furnished by the Vendor, or any other person under this Contract, or from showing at any time that any such return or certificate is untrue or incorrect, or improperly made in any particular, or that the work or supplies or any part thereof do not in fact conform to the specifications: and neither DOE nor the City shall be precluded or estopped notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Vendor such damages as it may sustain by reason of their failure to comply with the specifications.

22.31 Local Law 121

Local Law 121 requires City agencies to request that responses to competitive solicitations be printed double-sided on recycled paper. Provide all information required in the format below.

22.31.1 Print on both sides of 8 ½" X 11" paper.

22.31.2 DOE requests that all bids 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>).

22.32 Gifts and Gratuities

The Vendor shall not give any gift or thing of value, whether in the form of services, loan promise, or in any other form, to any officer, employee, or person whose salary is payable in whole or in part from the City Treasury. Any violation of this section, at the option of DOE, shall terminate and render forfeit and void the contract and work herein and, in such event the Vendor shall be liable for the additional cost to DOE for completion of the contract here: and DOE shall have the right to assess damages against the Vendor for that amount over and above the contract price which DOE is required to expend in connection with the termination, re-letting and completion of the contract: and DOE may further regard any violation of this section as sufficient ground to preclude the Vendor from qualifying or pre-qualifying as a responsible bidder on subsequent DOE contracts.

22.33 Dispute Resolution

22.33.1 In the event the Vendor and DOE are unable to resolve their differences concerning a determination by DOE, the Vendor may initiate a dispute in accordance with the procedure set forth in this Dispute Resolution Section. Exhaustion of these dispute resolution procedures shall be a precondition to any lawsuit permitted hereunder.

22.33.2 The parties to this Contract authorize the Disputes Resolution Officer ("DRO") selected by the Executive Director of the Division of Contracts and Purchasing 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 Contract (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 he or she may find desirable, including the 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 Contract. All such disputes shall be submitted in writing by either party 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 DRO shall render his or her decision in writing and deliver a copy of same to the parties within 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 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. Failure to make such

determination within the time required by this section shall be deemed a non-determination without prejudice. The DRO'S decision shall be deemed a final agency action.

- 22.33.3 The DRO may formally decline to hear the Vendor's dispute; in such instance, DOE's Contract Manager's decision shall be deemed final agency action.
- 22.33.4 During such time as any dispute is being presented, heard, and considered pursuant to this Section, the terms of this Contract shall remain in full force and effect and the Vendor shall continue to provide Services in accordance with this Contract. Failure of the Vendor to continue to provide Services shall constitute a material breach of contract.
- 22.33.5 If the Vendor protests the determination of the DRO, or of the Contract Manager if such determination is deemed the final agency action, the Vendor may commence a lawsuit in Supreme Court, New York County under Article 78 of the New York Civil Practice Law and Rules. Such review by the Court shall be limited to the question of whether or not the DRO's decision or the decision of the Contract Manager, as applicable, 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 or the Contract Manager, as applicable, prior to the making of his or her decision.

22.34 Waiver; Remedies

- 22.34.1 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 22.34.2 Except as otherwise provided in the Entire Agreement, the rights and remedies of a party are not exclusive and are in addition to any rights or remedies available to it under this Agreement, at law or in equity, which each party expressly reserves.

22.35 Termination of Contract

- 22.35.1 Any contract or any portion resulting from this bid may be terminated at any time, upon 30 days written notice to Vendor by DOE.
- 22.35.2 If this Agreement is terminated, all existing purchase orders and Task Orders shall be terminated by such notice. If a Task Order is terminated, all purchase orders under that Task Order shall be terminated. Notwithstanding anything else herein to the contrary, Vendor shall be paid for Service fees and related costs authorized by such purchase orders in writing though the date of termination.
- 22.35.3 If hardware or software is included in a terminated Task Order, and such hardware and/or software has not been shipped by Vendor prior to Vendor's receipt of the termination notice, then DOE shall not be liable for the costs for such hardware or software. If said Vendor hardware or software has been shipped, then DOE shall be liable for payment for same, notwithstanding the termination of the underlying Task Order.
- 22.35.4 If non-Vendor hardware or software is included in a terminated Task Order, and such hardware and/or software has not been ordered from the third party provider by Vendor prior to Vendor's receipt of the termination notice then DOE shall not be liable for the costs for such hardware or software. If said non-Vendor hardware or software has been ordered by Vendor, then DOE shall be liable for payment for same, notwithstanding the termination of the underlying Task Order. Provided, however, that DOE shall have the right to elect in any such termination notice that, in spite of such general termination of the Task Order in question, the hardware or software referenced to be delivered pursuant to that Task Order shall be delivered and paid for despite any such termination, and regardless of whether Vendor has shipped or ordered same, as provided above. Upon any such termination, the DOE shall cease to have any obligation to pay to the Vendor for Services, hardware or software that may accrue after the effective date of the termination.

22.36 Duty to Report

The Vendor represents and warrants that neither it nor any of its directors, officers, partners, employees and/or affiliates, 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 Contract. The Vendor further represents and warrants that, in the performance of this Contract, no person having such interest or possible interest shall be employed or otherwise engaged by it. The Vendor 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 Vendor and its workforce must also report to SCI any criminal activity of which they have knowledge concerning the execution or the performance of this Contract. The Vendor must inform, in writing, each workforce member of his/her duty to report.

SECTION 23. CONSENT TO JURISDICTION AND VENUE

23.1 Jurisdiction

The Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Vendor, and shall be governed by and construed in accordance with the laws of the State of New York.

23.2 Venue

The parties agree that any claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City Federal Courts or in the courts of the State of New York (New York State Courts) located in the City and County of New York. To effect this agreement and intent, the Vendor agrees:

23.2.1 If the City initiates any action against the Vendor in Federal Court or in New York State Court, service of process may be made on the Vendor either in person, wherever such Vendor may be found, or by certified mail addressed to the Vendor at its address as set forth in this Contract, or to such other address as the Vendor may provide to the City in writing; and

23.2.2 With respect to any action between the City and the Vendor in New York State Court, the Vendor hereby expressly waives and relinquishes any rights it might otherwise have

23.2.3 to move to dismiss on grounds of forum non conveniens; and

23.2.4 to remove to Federal Court; and

23.2.5 to move for a change of venue to a New York State Court outside New York County.

23.3 Federal Court

With respect to any action between the City and the Vendor in Federal Court located in New York City, the Vendor expressly waives and relinquishes any right it may otherwise have to move to transfer the action to a United States Court outside the City of New York.

23.4 Court Outside of New York State

If the Vendor commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Vendor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Vendor shall consent to dismiss such action without prejudice and may thereafter re-institute the action in a court of competent jurisdiction in New York City.

23.5 Severability

If any provision of this Section is held unenforceable for any reason, all other provisions shall nevertheless remain in full force and effect.

SECTION 24. INVESTIGATIONS

24.1 Agreement to Cooperate in Investigations

- 24.1.1 Bidders and all parties to this Contract agree to cooperate fully in any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses, to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted bid, contract, lease, permit or license that is the subject of the transaction, investigation, audit or inquiry.
- 24.1.2 If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding, refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any 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;
- 24.1.3 If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of 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;
- 24.1.4 The Chancellor shall convene a hearing, upon not less than 5 days written notice to the parties involved to determine whether any penalties should attach for the failure of a person to testify.
- 24.1.5 If any non-governmental party to the hearing requests an adjournment, the Chancellor who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination as described below without the City incurring any penalty or damages for delay or otherwise.

24.2 Penalties for Non-Cooperation in Investigations

The penalties which may be attached after a final determination by the Chancellor may include but shall not exceed:

- 24.2.1 The disqualification for a period not to exceed 5 years from the date of an adverse determination for any person, or any entity of which person was a member at the time 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/or
- 24.2.2 The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, 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 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 City.

24.2.3 The Chancellor shall consider and address in reaching his determination and in assessing an appropriate penalty the factors described below. He or she may also consider, if relevant and appropriate, the criteria established in the paragraphs below in addition to any other information which may be relevant and appropriate;

24.2.3.1 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 accounts and records, and the forthcoming testimony is sought.

24.2.3.2 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.

24.2.3.3 The nexus of the testimony sought to the subject entity and its contracts, lease, permits or licenses with the City.

24.2.3.4 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 1.4 above, provided that the party or entity has given actual notice to the Chancellor upon the acquisition of the interest, or at the hearing called for above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

24.3 Definitions for this Section

24.3.1 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,

24.3.2 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.

24.3.3 The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases or permits from or through the City or otherwise transacts business with the City.

24.3.4 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.

24.4 Termination for Failure to Report

In addition to and notwithstanding any other provision of this Contract, the Chancellor may in his or her sole discretion terminate this Contract upon not less than 3 day written notice in the event Vendor fails to promptly report in writing to the Office of the Special Commissioner of Investigation for the New York City School District any solicitation of money, goods requests for future employment of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Vendor, or affecting the performance of this Contract.

SECTION 25. MACBRIDE PRINCIPLES

25.1 ARTICLE I - MACBRIDE PRINCIPLES

PART A

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the Vendor stipulates that such Vendor and any individual or legal entity in which the Vendor 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:

- increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- 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;
- ban provocative religious or political emblems from the workplace;
- publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 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;
- establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- Appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

25.2 ARTICLE II - ENFORCEMENT of ARTICLE I

The Vendor 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 Vendor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Vendor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Vendor 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 Vendor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Vendor, 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 Vendor or Vendors. In the case of a requirements contract, the Vendor 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 Vendor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the Vendor. 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.

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR NON-CONSTRUCTION VENDORS AND SUPPLIERS

This contract is subject to the NYC Charter, Chapter 35, Section 814 (k) for employment agencies and by signing this document, the Vendor agrees that it shall not discriminate against employees or applicants for employment pursuant to Federal, State and Local law.

26.1 No Discrimination

- 26.1.1 The Vendor 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.
- 26.1.2 The Vendor is, and will remain, an Equal Opportunity Employer. In addition to the other requirements of this paragraph, the Vendor shall provide equal opportunity for all qualified persons, and shall not discriminate in employment because of race, creed, gender, color, age, sexual orientation, national origin, handicapping condition, marital status, or religion and shall promote the full realization of equal opportunity. (Rev. 9/20/88)
- 26.1.3 Pursuant to the provisions of the New York State Labor Law, the Vendor agrees, in its operations performed within the State of New York:
 - 26.1.3.1 That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the Vendor, subcontractor, nor any person acting on behalf of such Vendor 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;
 - 26.1.3.2 That no Vendor, 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;
 - 26.1.3.3 That there may be deducted from the amount payable to the Vendor 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 Vendor or subcontractor, or anyone acting on behalf of the Vendor in violation of the provisions of the contract;
 - 26.1.3.4 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;
 - 26.1.3.5 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
 - 26.1.3.6 That DOE is, for purposes of this subparagraph C., a "state or municipality." (Rev. 11/25/96)

26.2 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.

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

"Minority Groups and Affected Classes": Blacks, Hispanics (Non-European), Asian Americans, American Indians, females and individuals with handicapping conditions.

"Program of Affirmative Action": A detailed, result-oriented set of written procedures submitted by a Vendor or sub-Vendor 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 Vendor's or sub-Vendor's work force. An effective Program of Affirmative Action shall include but not necessarily be limited to, the following elements: (Rev. 9/20/88)

- (Development or reaffirmation of the Vendor's or sub-Vendor's Equal Opportunity Policy;
- Dissemination of the Policy;
- Responsibility for implementation;
- A survey and analysis of employment at all levels and in all categories and aspects of the Vendor's or sub-Vendor's work force, which determines if and at which levels, categories, and aspects there is an underutilization of minority and female employees;
- 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;
- 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
- Description of the Vendor's efforts to engage, as sub-Vendors, bona fide minority business enterprises and female enterprises.

"Goals and Timetables": Projected levels of achievement resulting from an analysis by the Vendor or sub-Vendor of its deficiencies, and of what it can reasonably do to remedy them within a specified time period.

"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.

"The Office": The Office of Equal Opportunity of DOE.

26.3 Required Program of Affirmative Action

- 26.3.1 The Vendor is required to identify and eliminate overt and covert discriminatory practices and implement the Program of Affirmative Action. Upon demand of the Office the Vendor shall submit to the Office a detailed written Program of Affirmative Action (hereinafter referred to as a "P.A.A."). In the event the Vendor 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.
- 26.3.2 In the event the Vendor fails to submit such an acceptable P.A.A. within the time specified in the demand, the Vendor may be declared in default. The Director shall be the sole judge of the P.A.A.'s acceptability. The P.A.A. shall:
 - 26.3.2.1 Apply to all DOE professional services contracts with the Vendor;
 - 26.3.2.2 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;
 - 26.3.2.3 Fulfill the following requirements:
 - 26.3.2.3.1 Include measurable goals, reasonable timetables and specific programs to be implemented by the Vendor to identify and eliminate deficiencies in employment practices with respect to the underutilization of members of minority groups and members of affected classes;

- 26.3.2.3.2 Include a statement of the present utilization of minority group members and women in the Vendor's work force and a projection of the minority utilization in the Vendor'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;
- 26.3.2.3.3 Include all of the Vendor's facilities within New York City as well as those facilities located elsewhere within the continental limits of the United States;
- 26.3.2.3.4 Specify the union(s) or other employee organizations to which the Vendor'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;
- 26.3.2.3.5 Be submitted in such format as shall be specified by the Director of the Office;
- 26.3.2.3.6 Include a commitment to submit to the Director a separate P.A.A. for each subcontractor prior to approval of the subcontractor by DOE;
- 26.3.2.3.7 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;
- 26.3.2.3.8 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 Vendor's most recent P.A.A. which was approved by the Office.

26.4 Compliance Inspection Report

Upon demand of the Office the Vendor 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.

26.5 Conferences

The Vendor 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.

26.6 Implementation of P.A.A.

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

26.7 Default

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

26.8 Equal Employment Opportunities

The provisions and terms herein will be strictly enforced by the DOE. It is the intent of the DOE to make this section's requirements applicable to all its contracts.

26.9 Further Information

For further information concerning these rules, regulations or procedures, Vendors may contact the DOE Office of Equal Opportunity and may check the following website:
<http://schools.nyc.gov/Offices/GeneralCounsel/Investigative/OEO/MainPostings/ContractCompliance.htm#1>

SECTION 27. IRAN DIVESTMENT ACT COMPLIANCE

27.1 Background

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- 27.1.1 the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 27.1.2 the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

27.2 Certification required

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

27.3 Inability to certify

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- 27.3.1 The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 27.3.2 The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to

obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

SECTION 28. WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

Local Law No. 33-2012, the Whistleblower Protection Expansion Act ("WPEA"), prohibits a Vendor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a Vendor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a Vendor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

SECTION 29. LANGUAGE OF THE SOLICITATION

29.1 General

29.1.1 Unless otherwise stated, all directions and imperatives in this solicitation are understood to be requirements for the Vendor or other entity submitting a proposal.

29.1.2 Captions and titles in this solicitation are for convenience only and are not to be used to interpret the requirements of this solicitation.

29.2 Definitions

Words used in this solicitation and the resulting Agreement shall have their ordinary meanings in the English language with the following exceptions:

29.2.1 If definitions are specifically provided in the solicitation, any attachments, or in the Agreement, such definitions shall apply.

29.2.2 Scientific, technical, specialized or foreign words shall be given their appropriate scientific, specialized or foreign meanings.

SECTION 30. GENERAL INFORMATION FOR SUBMITTING BIDS

30.1 Requests for Clarification and Addenda

Any inquiry regarding this solicitation must be made in writing to the contact address on the cover of the solicitation. Include the solicitation name and number in the subject line of the e-mail. No telephone calls will be accepted.

30.2 Requirements in Writing

No representations, statements, or clarifications to this solicitation are valid unless made in a formal written addendum. Questions taken at the Pre-Proposal Conference, whether verbal or written, will be answered in writing and issued as an addendum to this solicitation. Only the written answers to questions will be official.

30.3 Pre-Bid Conference

A Pre-Bid Conference may be scheduled. Prior to the conference, specific questions concerning this solicitation can be submitted in writing to the e-mail provided on the first page of this solicitation. Additional questions may also be submitted verbally at the conference. DOE will provide written

responses to questions. In the event of conflict between a written and a verbal response, the written responses will prevail.

30.4 Costs of Responding to this Solicitation

DOE is not liable for any pre-contract activity or costs incurred in the preparation of proposals or bids, or during any negotiations on proposed contracts, or for any work performed or materials provided in connection therewith.

30.5 No Alterations

30.5.1 For each category listed on the Bid Blank, specify the price requested.

30.5.2 If an Excel spreadsheet is included with the solicitation, complete the spreadsheet using Excel. Print it out and sign or initial it.

30.5.3 No hand alterations to the Bid Blank will be accepted (e.g. cross-outs and white-outs). Verify all information and prices on the Bid Blank before submission.

30.6 Delivery Included

Prices quoted must include inside delivery charges incurred for shipments made within the five boroughs of the City of New York. In the event merchandise is to be delivered to schools or offices outside the limits of the City of New York, shipment shall be made f.o.b. bidder's place of business with transportation charges prepaid and added to the invoice.

30.7 Forms and attachments

Before submitting a bid, check the Division of Contracts and Purchasing Web site to make certain all amendments and attachments have been included and the most up-to-date forms have been used. The Web site is at <http://schools.nyc.gov/Offices/DCP/Vendor/RequestsforBids/Default.htm>

30.8 Modification of Bids

Bidders may modify or withdraw bids by written notice received in the office designated in the RFB before the bid due date and time

30.9 Late Bids

A bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. However, a late modification of a successful bid that makes its terms more favorable to the DOE shall be considered at any time it is received and may be accepted upon approval of the Executive Director.

30.10 Mistakes in Bids

30.10.1 General - If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent that it is not contrary to the interest of the DOE or the fair treatment of bidders.

30.10.2 Mistakes Discovered Before Opening - A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 3-02(j) of the DOE Procurement Policy Procedures.

30.11 Confirmation of Bid

When the Procurement Manager knows or has reason to conclude after bids have been publicly opened that a mistake has been made, such manager shall request from the bidder written verification of the bid. If the bidder alleges mistake, the bid may be corrected or withdrawn upon approval of the Executive Director if the following conditions are met:

- 30.11.1 Minor Informalities - Minor informalities are matters of form, rather than substance, evident from the bid document or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Procurement Manager may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the DOE. An example is the failure of a bidder to return the number of signed bids required by the RFB.
- 30.11.2 Mistakes Where Intended Correct Bid is Evident - If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
- 30.11.3 Mistakes Where Intended Correct Bid is Not Evident. Such mistakes may not be corrected after bid opening. A bidder may be permitted to withdraw a bid where a unilateral error or mistake has been discovered in the bid and the Procurement Manager makes the following determination, which shall be approved by the Executive Director:
 - 30.11.3.1 the mistake was known or made known to DOE prior to vendor selection or within three days after the opening of the bid, whichever period is shorter;
 - 30.11.3.2 the price bid was based on an error of such magnitude that enforcement would be unconscionable;
 - 30.11.3.3 the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error;
 - 30.11.3.4 the error in bid is actually due to an unintentional and substantial arithmetic error or unintentional omission of a substantial quantity of work, labor, material, goods, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
 - 30.11.3.5 it is possible to place the DOE in the same condition that had existed prior to the receipt of the bid.
- 30.11.4 Upon the approval of the Executive Director, the bid may be withdrawn. If the bid was the lowest bid or the bid that represents the best value, then the contract shall either be awarded to the next lowest bidder, or to the bidder that offers the next best value to DOE, as appropriate, or re-solicited. Under no circumstances shall a bid be amended or revised to rectify the error or mistake.
- 30.11.5 Mistakes Discovered After Vendor Selection. Mistakes shall not be corrected after vendor selection except where the Procurement Manager, subject to the approval of the Executive Director, makes a determination that it would be unconscionable not to allow the mistake to be corrected.
- 30.11.6 Determinations Required - When a bid is corrected or withdrawn, or correction or withdrawal is denied, the Executive Director shall prepare a determination showing that the relief was granted or denied in accordance with the DOE Procurement Policy and Procedures.
- 30.11.7 Withdrawal of Bids
 - 30.11.7.1 In addition to the provisions set forth in Sections 3-02(j) and 3-02(m) of the DOE Procurement Policy and Procedures, a bidder may be allowed to withdraw its bid upon the written approval of the Executive Director. Otherwise, a bidder may not withdraw its bid before the expiration of one hundred twenty days after the date of

the opening of bids unless otherwise provided by law; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award.

- 30.11.7.2 Request to withdraw, and the reasons for such request, must be written and received by DOE within three business days following the date and time set for the receipt of bids. Send such requests to the Executive Director, Division of Contracts and Purchasing, NYC DOE, 65 Court Street, Room 1200, Brooklyn, NY, 11201.

30.12 Submission Documents

The following documents will be required before a contract can be registered by the NYC Comptroller. Information regarding the documents can be downloaded from:

<http://schools.nyc.gov/Offices/DCP/Vendor/Default.htm>

- 30.12.1 Completed Doing Business Data Form
- 30.12.2 Affirmative Action Plan - For companies of fewer than 50 employees, a written statement may be sufficient to meet this requirement.
- 30.12.3 Certificate of Insurance (ACORD)
- 30.12.4 Insurance Certification by Broker Form
- 30.12.5 VENDEX documents
- 30.12.6 NYC Substitute W-9 (the NYC Comptroller will not accept the standard Federal W-9 form).

NO-BID RESPONSE FORM

Scheduled Bid Opening Date: _____

IT IS NOT NECESSARY FOR BIDDERS WHO ARE SUBMITTING BIDS ON THE PRODUCTS AND/OR SERVICES SPECIFIED HEREIN TO RETURN THIS FORM.

The New York City Department of Education is committed to programs and policies that will result in the procurement of supplies, equipment and services that meet the quality standards required by our educational institutions at the lowest possible prices.

An important aspect of achieving this goal is to promote competitive bidding among as great a number of qualified bidders as possible.

However, the preparation and mailing of Bid Request Packages is time consuming and expensive. In instances where bidders fail to respond or notify DOE of their future intentions, the preparation and mailing of the Bid Request Package represents an unnecessary expense to DIE. Feedback from bidders is also encouraged so that any reasons for not bidding 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 bidders who respond with a "No Bid" response or choose not to bid, are requested to provide the information requested below and return this form in the envelope provided, in time for the bid opening. FAILURE of NON-BIDDERS TO RETURN THIS COMPLETED FORM MAY RESULT IN THEIR BEING DROPPED FROM THE DOE BIDDER'S LIST FOR THE PRODUCT(S) AND/OR SERVICE(S) SPECIFIED HEREIN.

REASONS FOR NOT BIDDING AT THIS TIME:

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

*If this option is selected, and the bidder desires to be reinstated on the bidder's list in the future, the bidder must forward a written request to the DOE Division of Contracts and Purchasing for reinstatement.

BIDDER NAME AND ADDRESS:

SIGNED: _____ **TITLE:** _____ **DATE:** _____

BID TITLE: Voice and Data Services

BIDDER INFORMATION, CERTIFICATION, AND SIGNATURE PAGE

(Information must be typewritten or printed)

Bidder's Business Name: _____

Business Address: _____

Telephone: _____ Fed Tax ID # _____

Business organized under the laws of the State of _____

(If the bidder is a firm, state below the title, name, and address of the president, vice president, secretary and treasurer)

| | Title | Name | Residence |
|----|-------|-------|-----------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

The above-named and each person signing on behalf of any Bidder, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury, that to the best of their knowledge and belief:

- A. The said Bidder is of lawful age and the only one interested in this bid and that no one other than the said Bidder has any interest in this bid or the proposed contract.
- B. The prices quoted by the Bidder in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor; and
- C. Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the Bidder, and prior to bid opening, will not knowingly be disclosed by the Bidder, directly or indirectly or to any other bidder or competitor; and
- D. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- E. No Council Member of the City of New York, member or employee of the Department of Education of the City of New York, or any officer or employee or person whose salary is payable in whole or in part from the Treasury of the City of New York is directly or indirectly interested in the proposed contract or in the items within the jurisdiction or in any portion of the profits.
- F. The Bidder is not in arrears to the State or City of New York or DOE upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the State or City of New York, or the Department of Education and has not been declared not responsible or disqualified, by any agency of the State or City of New York, nor are there any proceedings pending relating to the responsibility or qualification of the Bidder to receive public contract(s).

Except _____

(If none, Bidder will insert "none")

- G. The individuals signing this contract have authority to bind the organization named, have carefully examined the solicitation, will if successful perform all its terms covenants and conditions and will furnish and deliver at the prices bid within the time stated, all the materials and services named and described for which the bid is made.
- H. The provisions regarding the MacBride Principles constitute material conditions of this Contract with DOE.
- I. The Bidder affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.
- J. Proposer's Certification as to compliance with the the Iran Divestment Act (*Check One*)

_____ By submission of this bid/proposal/application, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

_____ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

- K. Notice, whether by mail or by electronic means to the undersigned that a resolution was adopted by DOE establishing a contract for all or some of the items submitted, for use in the schools under jurisdiction of DOE, shall constitute a contract for such items between DOE and the undersigned for such quantities of items as the schools may require during the term of such contract.
- L. In consideration of DOE adopting a resolution approving and establishing a contract for the items listed on the Bid Blank, in whole or in part, the undersigned agrees to supply, at the prices submitted, such goods and services as are approved and made part of such contract in such quantities as may be needed by DOE and in compliance with the terms set forth in this solicitation and any attachments that are made a part hereof.

Signature: _____ Date: _____
(Individual, Firm or Corporation, as case may be)

Title: _____

The Certification by Broker and the applicable affidavit of acknowledgment on the following pages must be executed.

Notes:

- Where Bidder is a firm but not a corporation, the application must be signed in the name of the firm by a member who must sign his own name immediately thereunder as, A. & B. Co., by C. A., Partner.
- Where the Bidder is a corporation, each application must be signed in the name of the corporation by a duly authorized officer or agent having knowledge of the matters stated in the bid, and such officer or agent shall also subscribe his own name, as: A. B. Company, C.D., by President.
- Individuals doing business under a trade name must present the application in such individual's correct name. The style "Thomas Jones, doing business as (d/b/a) Celestial Paper Co." may be used.

MARC PARTICIPATION CONSENT
(Execute and return this form with bid submission.)

Vendor acknowledges that it is a full participant in New York City's latest Mutual Aid and Restoration Consortium Agreement (currently known as MARC II) or a successor or alternative acceptable to the City. Select one of the affirmations below, and have this document signed by an authorized Vendor representative with the signature attested to by a notary public.

A submission that does not meet this requirement will be disqualified from consideration.

Select (A) or (B):

____(A) I hereby affirm that _____ is currently a full MARC II participant and will remain a full MARC II participant or a participant of any successor agreement to MARC II throughout the term of any contract awarded pursuant to this request for proposals.

OR

____(B) I hereby affirm that _____ is NOT full MARC II participant however, _____ commits to, prior to contract award, becoming full MARC II or its successor participant and will remain a full MARC II or its successor participant throughout the term of any contract awarded pursuant to this request for proposals.

Signature: _____

Name:

Notary Public

Title:

Date: _____

Date: _____

-:-

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the New York City Department 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 (Print)]

[Address of broker (Print)]

[Signature of authorized official or broker]

[Name and title of authorized official (Print)]

Date

Sworn to before me this

___ day of _____, 20__

NOTARY PUBLIC

-:-

BID BLANK PAGE

-:-

AFFIDAVIT OF ACKNOWLEDGMENT FORM

(BY AN INDIVIDUAL)

STATE of _____

COUNTY of _____ ss.:

ON THE _____ Day of _____ 20_____ before me personally came _
_____ residing at _____ in the
City of _____ to me known and known to me to be the same person described in and
who executed the foregoing instrument and acknowledged to me that he had executed the same

Commissioner of Deeds, The City of New York or Notary Public

(BY A PARTNERSHIP)

STATE of _____

COUNTY of _____ ss.:

ON THE _____ Day of _____ 20_____ before me personally came _
_____ residing at _____
_____ in the City of _____ to me
known and known to me to be the same person described in and who executed the foregoing instrument and acknowledged to me that he
had executed the foregoing instrument, and he acknowledge to me that he subscribed the name of said firm thereto on behalf of said firm
for the purposes therein mentioned.

Commissioner of Deeds, The City of New York or Notary Public

(BY CORPORATION - ONE OFFICER ACKNOWLEDGING)

STATE of _____

COUNTY of _____ ss.:

ON THE _____ Day of _____ 20_____

before me personally came _____ to me known, who, being by me
duly sworn, did say, for himself that he resides at _____ in the
City of _____ and is the _____
_____ of _____

_____ the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of said
Corporation, that the seal affixed to the foregoing contract is such corporate seal and was affixed thereto by order of the Board of
Directors of said corporation, and that by like order he thereto signed his name official designation.

Commissioner of Deeds, The City of New York or Notary Public

WHEN NOTARIZED BY A PARTY REGISTERED OUTSIDE of NEW YORK STATE, A CERTIFICATION FROM THE COUNTY
CLERK of THE COUNTY IN WHICH NOTARY IS REGISTERED IS REQUIRED BY THE COMPTROLLER.

(BY A CORPORATION - TWO OFFICERS ACKNOWLEDGING)

STATE of _____

COUNTY of _____ ss.:

ON THE _____ Day of _____ 20_____

before me personally came _____ and _____

each to me known, who being by me severally duly sworn, did say, each for himself as follows:

that he/she resides in the city and state of _____.

and is the _____ of the corporation described in and which executed the foregoing instrument,

that he/she resides in the city and state of _____.

and is the _____ of the corporation described in and which executed the foregoing instrument; that by the order of the Board of Directors of said corporation, he/she signed his/her name and official designation.

Commissioner of Deeds, The City of New York or Notary Public

(BY AN ATTORNEY IN FACT)

STATE of _____

COUNTY of _____ ss.:

ON THE _____ Day of _____ 20_____

before me personally came _____

residing at _____ in the City of _____

the attorney in fact of _____

the Vendor named in the foregoing instrument, to me known to be the individual described in and who as such attorney, executed the foregoing contract and acknowledged before me that he executed the same as the act and deed of said party or parties, therein described as the Vendor, and for the purposes therein mentioned, by virtue of a power of attorney duly executed by the he said Vendor, bearing date the _____ day of _____ in the year 20_____

Commissioner of Deeds, The City of New York or Notary Public

WHEN NOTARIZED BY A PARTY REGISTERED OUTSIDE of NEW YORK STATE, A CERTIFICATION FROM THE COUNTY CLERK of THE COUNTY IN WHICH NOTARY IS REGISTERED IS REQUIRED BY THE COMPTROLLER.

ATTACHMENT A - SAMPLE INSURANCE CERTIFICATE (INFORMATION ONLY)

| | | |
|---|--|--|
| 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: | |
| COVERAGES | | |
| 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. | | |
| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER |
| POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
| | GENERAL LIABILITY | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | MED EXP (Any one person) \$ |
| | | PERSONAL & ADV INJURY \$ |
| | | GENERAL AGGREGATE \$ |
| | | PRODUCTS - COM/POP AGG \$ |
| | AUTOMOBILE LIABILITY | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <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 | BODILY INJURY (Per person) \$ |
| | | BODILY INJURY (Per accident) \$ |
| | | PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | OTHER THAN EA ACC \$ |
| | | AUTO ONLY: AGG \$ |
| | EXCESS/UMBRELLA LIABILITY | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$ |
| | OTHER | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS | | |
| THE NEW YORK CITY DEPARTMENT OF EDUCATION AND THE CITY OF NEW YORK ARE ADDITIONAL INSURED. -1 | | |
| CERTIFICATE HOLDER | CANCELLATION | |
| | 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 | |

ATTACHMENT B – REPORTS

| # | Report Name | Description | Applicable to the Following Categories of Service | Frequency |
|---|---|---|---|-----------|
| 1 | Calling Usage Summary | High level summary report of calling usage information. Report will include the User Entity name, billing account (i.e., BTN), distinct call type (e.g., local, regional, long distance, international, on-net, etc.), total number of calls, total number of minutes, cost per minute, and total billed cost; for each distinct call type (e.g., local, regional, long distance, international, on-net) applicable to contracted services. | Category I and/or II | Monthly |
| 2 | Calling Detail Summary | Detailed report of calling usage information. Report will include the User Entity name, billing account (i.e., BTN), from number, to number, from place, to place, date and duration of call, number of minutes, call type (e.g., local, regional, long distance, international, on-net, etc.), inbound/outbound indicator, cost per minute, and total billed cost for call. | Category I and/or II | Monthly |
| 3 | Trunk Utilization / Circuit Capacity | The report will include the entity name, billing account (i.e., BTN), service type, circuit number and will provide information on the utilization of trunks/circuits (e.g., PRI, T-1s) used to carry multiple calls concurrently, regardless of technology. The report will provide enough information so that the following can be determined by viewing it: busy-hours per day; peak use; low use; hourly use, average daily MOU for voice; and average daily bandwidth for data circuits. | Category I and/or II | Monthly |
| 4 | Account Summary - Category I (Voice Services) | High level summary report of all Category I services (voice services). Report will include the entity name, billing account (i.e., BTN), service type (e.g., Centrex, 1 MB (POTs), PRI, etc.), service element, service element description, quantity of service elements, contracted cost per service element and billed cost for service elements, that are applicable to contracted services. | Category I and/or II | Monthly |

| # | Report Name | Description | Applicable to the Following Categories of Service | Frequency |
|---|--|---|---|-----------|
| 5 | Account Detail Summary - Category I (Voice Services) | Detailed report of all Category I services (voice services). Report will include the entity name, billing account (i.e., BTN), circuit number/working telephone number, service type (e.g., Centrex, 1 MB (POTs), PRI, etc.), service element, service element description, location information - including originating and terminating location (if applicable), quantity of service elements, contracted cost per service element and billed cost for service element, that are applicable to contracted services. | Category I and/or II | Monthly |
| 6 | Account Summary - Category II (Data Services) | High level summary report of all Category II services (data services). Report will include the entity name, billing account (i.e., BTN), service type (e.g., T-1, 200 Mb EPL, OC-3, etc.), service element, service element description, quantity of service elements, contracted cost per service element and billed cost for service elements, that are applicable to contracted services. | Category I and/or II | Monthly |
| 7 | Account Detail Summary - Category II (Data Services) | Detailed report of all Category II services (data services). Report will include the entity name, billing account (i.e., BTN), circuit number, service type (e.g., T-1, 200 Mb EPL, OC-3, etc.), service element, service element description, location information - including originating and terminating location, quantity of service elements, contracted cost per service element and billed cost for service element, that are applicable to contracted services. | Category I and/or II | Monthly |
| 8 | Category I (Voice) - Total Spend on Voice Services | Total spend for Category I (Voice) Services by User Entity. | Category I and/or II | Monthly |
| 9 | Category II (Data) - Total Spend on Data Services | Total spend for Category II (Data) Services by User Entity. | Category I and/or II | Monthly |

| # | Report Name | Description | Applicable to the Following Categories of Service | Frequency |
|----|--|--|---|---|
| 10 | Trouble Ticket/Outage Report | Report of all trouble tickets, including User Entity name, Vendor ticket #, User Entity ticket number(if available), service type, service location, date and time of incident/outage(i.e., start), date and time of service restoral (i.e., stop), fix action/code, duration of outage, stop clock time, time to repair(TTR) and time to repair service level. | Category I and/or II | Monthly |
| 11 | No Usage Report | Report specifying voice and wireless phone numbers with no usage in the previous month. | Category I and/or II | Monthly |
| 12 | Critical Circuit Outage Report | Report specifying all critical line/circuit outages/trouble tickets, including User Entity name, Vendor ticket #, User Entity ticket number(if available), service type, service location, date and time opened, date and time closed, fix action/code, duration of outage, stop clock time and time to repair(TTR). | Category I and/or II | Monthly |
| 13 | Critical Circuit Root Cause Analysis | Created as per User request, a report created for critical line/circuit outages, which includes the date of the report, User Entity name, Vendor ticket number, User Entity ticket number(if available), date and time of incident/outage(i.e., start), date and time of service restoral (i.e., stop), duration of outage, stop clock time, time to repair(TTR), timetable which describes the chronology of all events and corrective actions taken (clearly documented), description of problem/trouble, user impact caused by problem/trouble, investigative team, description of root cause, planned (i.e., future) corrective actions, and mitigation options. | Category I and/or II | Per Incident (report is finalized as information changes) |
| 14 | Service/Maintenance Report or notification | Report showing all scheduled service or maintenance that can or will affect user services. | Category I and/or II | Monthly, Quarterly |

| # | Report Name | Description | Applicable to the Following Categories of Service | Frequency |
|----|--|---|---|---|
| 15 | Repair Service Level Measurement Report | Report showing all outages where the Vendor did not meet their contracted service levels. Report should specify the User Entity name, BTN, service type, line/circuit number, date and time of incident/outage(i.e., start), date and time of service restoral (i.e., stop), duration of outage, stop clock time, time to repair, contracted time to repair, amount of restitution for not meeting service level (if applicable). | Category I and/or II | Monthly |
| 16 | Install Service Level Measurement Report | Report showing all orders where the Vendor did not meet their contracted service levels. Report should specify the User Entity name, BTN, service type, order date, install date, contracted time to install, amount of restitution for not meeting service level (if applicable). | Category I and/or II | Monthly |
| 17 | Transition Report | Report showing the following data - <ul style="list-style-type: none"> • Service type • Service/services is/are being transitioned • Line numbers/billing numbers • Circuit numbers/billing numbers • Physical NYC locations at either end • central office involved • Personnel on call and where/how can they be reached • Scheduled time of cutover • Estimated duration of cutover • What/how testing will be done prior to cutover • Rollback plan - how services will be restored in case of failure of transition • Schedule of transition services (with description) of what has been completed to date | Category I and/or II | Each transition, updated as information changes |
| 18 | Billing Summary Report | The format of the report will be consistent with the current billing summary report provided, or as required by DOE. | Category I and/or II | Monthly |
| 19 | New Account(s) Billed Report | Report showing all new accounts billed for current bill month. Report will include the new billing account number (i.e., BTN), summary bill account (if applicable), User Entity name, User Entity contact, service location and billing address. | Category I and/or II | Monthly |

| # | Report Name | Description | Applicable to the Following Categories of Service | Frequency |
|----|---------------------------------------|---|---|--------------|
| 20 | Circuit Turn-up Date Report | Report that specifies the turn-up date for all new or upgraded circuits, for the current bill month. Report should specify the User Entity name, BTN, service type, order date and turn-up date. | Category I and/or II | Monthly |
| 21 | Delinquency Report | Report that specifies the User Entity name and the , amount of User Entity invoices from the Vendor that are outstanding for 0 -30 days, 31 - 60 days, 61 - 90 days, or over 90 days past due and are not in dispute. | Category I and/or II | Monthly |
| 22 | Network Management/Monitoring Reports | Provides statistical details regarding Vendor network services such that the User can verify that the Vendor is meeting required service levels. Including but not limited to, the following: <ul style="list-style-type: none"> - Overall Network Availability - Reliability - Bit Error Rate - Delay - Mean Time Between Failures (MTBF) - Mean Time to Repair (or Resolve) - Frequency of Network Monitoring - Alarm Condition Management | Category I and/or II | Monthly |
| 23 | Critical Circuit Listing Report | Detailed list of all critical (TSP) voice and data circuits. Report will include User Entity name, circuit number, TSP code, originating and terminating location information. | Category I and/or II | As requested |
| 24 | Account Summary Report | List of all User Entity account numbers associated with the contract, including User entity name, account number, service address and billing address | Category I and/or II | Quarterly |

ATTACHMENT C - DOE INFORMATION SECURITY REQUIREMENTS

BID NO. B2427

CONTRACT FOR FURNISHING AND DELIVERING VOICE AND DATA SERVICES

APPROVED AS TO FORM,
CERTIFIED AS TO LEGAL AUTHORITY

ACTING CORPORATION COUNSEL

DATE: