

THE NEW YORK CITY DEPARTMENT OF EDUCATION
JOEL I. KLEIN, *Chancellor*



REQUEST FOR PROPOSALS

No.

RFP # R0746

Title: School Web Based Communications

Sealed proposals will be received by the
Division of Contracts and Purchasing, New York City Department of Education
Attn: Bid Unit/Vendor Resources
65 Court Street, Room 1201, Brooklyn, New York 11201

Until: 5:00 PM On: Tuesday, May 26, 2009

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

PRE-PROPOSAL CONFERENCE TO BE ANNOUNCED

Please bring a copy of the RFP with you to the Conference.

**FOR ADDITIONAL PROCUREMENT INFORMATION SEE OUR
WEBSITE: <http://schools.nyc.gov/DCP>**

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

Vendor Hotline 718-935-2300

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PROGRAM SUMMARY, BACKGROUND, AND PURPOSE OF RFP

1.1 Background and Purpose of Solicitation

The New York City Department of Education (DOE) is seeking proposals from organizations experienced in providing electronic communication tools for schools to facilitate internal and external sharing of content by schools. The DOE wants to offer Content Management Systems (CMS) to schools in order to allow them the ability to create, customize and administer web-based communication websites.

Additionally, the DOE seeks tools to provide *school-based* e-mail accounts for the purpose of communication between and among members of the school community – students, teachers, parents, and administrators. Vendors may also offer collaboration tools and file storage capability bundled with their products. This RFP will include the following services -- system setup, professional development, instructional advisory services, and technical support on an ongoing and as-needed basis. It is the intent of the DOE to make multiple awards and have these contracts available for the next school year in September 2009. The resulting agreements will be for a term of three years with the option to extend the contracts for an additional two terms of one year each.

1.2 Program Summary

The DOE is seeking to make available electronic tools that support communications within the school community to engage parents and local communities. One of the tools often used by schools is Content Management Systems (CMS), which enable schools to create, update, publish and share electronic content on the web. They generally support a wide range of content types, including electronic documents, multimedia files (such as audio, video, etc.), and more. The digital content is stored in a centralized repository and made available to authorized users, both internally and externally, often via a school website. Many products currently on the market have electronic-based collaboration tools (e.g., wikis and blogs) bundled into their school portals. Another communication tool is school-based e-mail, which allows members of the school community to safely (e.g., student e-mail is often filtered for inappropriate language and content) and securely communicate electronically. Along with school-based e-mail, some products on the market have file storage capability for students to store their work and teachers to store instruction-related materials.

When implemented well, these tools help schools with the following:

- **Connect learning in the school with learning in the home.** School website and e-mail can extend the learning day with “anytime” access to electronically-posted class homework and assignments, curricular content (i.e., reading materials), and resources (e.g., links to relevant websites) and support (e.g., teacher’s e-mail address) for students.
- **Parent and community engagement.** School websites enable the sharing of key school and classroom information 24 hours a day, 7 days a week in a safe and secure online environment – both among the school community and with external stakeholders such as parents and community members. These school portals enable schools to share student information like grades, exam schedules, homework and project due dates.
- **Student collaboration.** A school portal and filtered student e-mail can help students to work together on classwork and collaborative learning via interactive discussions.
- **Teacher collaboration.** A school portal and teacher e-mail can help collaborate on lesson plans and best practices.

45% of all DOE middle and high schools currently utilize external websites for communication purposes. It is likely an equivalent number of DOE elementary schools do the same. As electronic communication becomes more embedded in how schools work, the demand for these products is likely to grow tremendously.

MINIMUM QUALIFICATIONS

All proposals received on or before the Proposal Due Date and Time and at the location specified in this Request for Proposals will be evaluated to determine whether vendors meet the following minimum qualifications:

REQUIREMENT 1: (MANDATORY REQUIREMENT) Vendor must have least \$1 million in annual revenues.

REQUIREMENT 2: (MANDATORY REQUIREMENT) Must submit your firm's financial report for the past three (3) years (i.e. Financial Statement, etc.).

REQUIREMENT 3: (MANDATORY REQUIREMENT) Must disclose all pending Litigation and Tax Liens.

REQUIREMENT 4: (MANDATORY REQUIREMENT) Must disclose all Criminal Charges, where the Company and/or Officers of the Company are defendant(s) of the charges.

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

SCOPE OF WORK

This section will outline requirements against which DOE will evaluate your proposal. Please address each requirement as thoroughly as possible in order to accurately explain your offering.

3.1 SERVICES FUNCTIONALITY

3.1.1 Setup Services

REQUIREMENT 5: Set up system to specification of purchasing school including:

1. Initial set up of all user accounts, including all system administrator accounts.
2. Initial definition of rights (i.e., authorization) of all users to access system functionality.
3. Initial configuration of system for school use.
4. Initial training and support for school-designated system administrators.
5. Any other task or training necessary to set up system or to enable school personnel to set up system.

3.1.2 Training/ Professional Development (PD)

REQUIREMENT 6: Provide several different professional development (PD) offerings related to all system functionality, including:

1. School website (including collaboration tools, if available).
2. School-based e-mail.
3. File storage (if available).

REQUIREMENT 7: Make PD classes available both as classes, accessible by public transportation, and online.

REQUIREMENT 8: Schedule PD classes at system set up on an ongoing basis and as-needed basis.

REQUIREMENT 9: Provide reporting tools that enable the tracking of sign up and attendance to PD offerings by school and DOE personnel.

3.1.3 Instructional Advisory Services

REQUIREMENT 10: Provide instructional support for how to best utilize the system to improve the educational outcome of students, and increase parent engagement and efficiency of school communications and operations, including making recommendations on:

1. Using the school website (including collaboration tools, if available), school-based e-mail, file storage (if available) to improve communications between and among students, teachers, parents and administrators.
2. Changes to the business workflow in the classroom, in the school, and between the school and the homes of students.
3. Curricular content and instructional tools to be used in conjunction with the system.
4. Professional development / training options for school users that will improve usage of the system to meet school's educational goals.

3.1.4 Technical Support

Technical support shall include but not be limited to the following:

REQUIREMENT 11: At a minimum, "live" support should be available during school "operations" hours, starting at 7 am and ending at 5 pm, and on-line support should be available 24 hours a day (e.g., website with FAQs, instruction manuals, etc. and the ability to e-mail technical support staff). Support to be provided should include but not be limited to "how to" / functionality of the system and technical issues such as performance, user log-in (user authentication and authorization issues), and data export. Please provide a comprehensive plan for supporting the entire district and schools individually.

REQUIREMENT 12: Provide schools with a “how to” manual regarding all system functionality and troubleshooting issues at the time of system set up and available at all times on-line.

3.2 SOFTWARE FUNCTIONALITY

3.2.1 School Website

REQUIREMENT 13: Provide schools the ability to create, customize and administer a school website for the purpose of communications between and among the school community (students, teachers, parents, and administrators).

REQUIREMENT 14: Requirements for the website include but not limited to the following:

1. Individual URLs for each purchasing school.
2. Ability to restrict usage of the entire website or parts of the website by role / function.
3. Ability for school to brand the website with its name and logo.
4. Shareable on-line school calendar.
5. Ability for school personnel (both administrative and pedagogical staff) to structure the website and upload content (e.g., curricular content like class reading, syllabi and homework assignments, grades, and news and announcements) from within the DOE's network and remotely from the Internet.
6. Ability to store the e-mail addresses of users of the school website, with the ability to create and modify custom contact lists and send mass e-mails to these contact lists.

REQUIREMENT 15: The school website functionality described in REQUIREMENT 14: should be available to central DOE entities.

REQUIREMENT 16: All school and district websites need to be setup using a standardized URL, subject to DOE's approval.

REQUIREMENT 17: The district's Internet Acceptable Use Policy (IAUP) will be posted on all websites.

REQUIREMENT 18: Central district entities (e.g., SSOs, Division of Instructional and Information Technology (DIIT) and Communications) should have the ability to centrally manage individual school websites on an as-needed basis.

REQUIREMENT 19: Virus and hacking protection.

REQUIREMENT 20: Ability of users to change their passwords.

REQUIREMENT 21: It is recommended the following collaboration tools be bundled with the school website functionality:

1. Public and private wikis for students, teachers and administrators.
2. Public and private blogs for students, teachers and administrators.
3. Public and private discussion groups for students, teachers, parents and administrators.
4. Customizable profiles of all users.

3.2.2 E-Mail

REQUIREMENT 22: Minimum of 25 MB of email storage space for each user. (Vendors are strongly encouraged to offer much higher e-mail storage capability than the minimum requirement.)

REQUIREMENT 23: Automatic e-mail forwarding capability.

REQUIREMENT 24: Ability to organize and search e-mails.

REQUIREMENT 25: An on-line address book with the ability to easily create contact and modify custom contact lists.

REQUIREMENT 26: View and compose e-mail multiple formats (HTML, text) and multiple languages, including the eight DOE-endorsed languages.

REQUIREMENT 27: POP3 and IMAP compliant.

REQUIREMENT 28: Multiple attachments sending capability.

REQUIREMENT 29: Signature settings.

- REQUIREMENT 30:** Common format for all school members (e.g. jane.doe@domain.com), subject to the DOE's approval.
- REQUIREMENT 31:** E-mail monitoring by the administrators, parents, and/or teachers to flag, detect and block inappropriate content.
- REQUIREMENT 32:** SPAM and phishing controls.
- REQUIREMENT 33:** Virus and hacking protection.
- REQUIREMENT 34:** Serve users with disabilities.
- REQUIREMENT 35:** Provide purchasing school and central DOE entities (e.g., SSOs, DIIT and Communications) with administrative rights to the email accounts provisioned.
- REQUIREMENT 36:** Agree to not provide user information to 3rd parties.
- REQUIREMENT 37:** Ability to access from within DOE's network and remotely via the Internet.
- REQUIREMENT 38:** Ability for users to change their passwords.

3.2.3 File Storage

- REQUIREMENT 39:** To enable electronic file sharing between and among members of the school community, including teachers, students, parents and administrators, it is recommended that the file storage functionality have the following:
1. At least 3 GB of file storage space per user.
 2. At least 3 GB file storage for shared files per website.
 3. Ability for teachers, administrators, and parents to monitor student files.
 4. Virus and hacking protection.
 5. Ability for central DOE entities (e.g., SSOs) to access files of individual schools.
 6. Ability to access files within the DOE's network and remotely via Internet.

3.3 TECHNICAL ISSUES

3.3.1 Security and Performance

- REQUIREMENT 40:** Ability to password protect all system functionality, including school website (including collaboration tools, if available), e-mail and file storage (if available).
- REQUIREMENT 41:** All data and communications containing personal user information shall be encrypted using 256 bit or higher encryption.
- REQUIREMENT 42:** Daily backup of all data, email and files (if available).
- REQUIREMENT 43:** 99.9% service uptime every calendar month, 24 hours a day, 7 days a week.

3.3.2 User Registration and Management

- REQUIREMENT 44:** School leadership should be able to designate school personnel to manage the user registration process, including the ability to do the following:
1. Add, modify and delete users from the system.
 2. Change, modify and delete user passwords.
 3. Add or restrict the rights of users from any part (functionality) of the system.
- REQUIREMENT 45:** Ability for central DOE organizations to designate personnel to centrally manage user registration for individual or multiple schools.
- REQUIREMENT 46:** Reporting capabilities that allow site administrators to:
1. Track authorized users and their rights / privileges to any part of the system.
 2. Website traffic statistics.
 3. Website capacity and usage.
 4. Website content.
 5. E-mail traffic statistics.
 6. E-mail capacity and usage.
 7. E-mail content.

8. File storage capacity and usage (if available); and,
9. File content (if available).

3.3.3 Information Security Policy

REQUIREMENT 47: In addition to the above requirements, the vendor shall provide a statement that it shall satisfy all statements in the DOE Security Policy and Standards (see Security Policy and Standards (see separate file)). If the vendor cannot meet all the statements, it shall provide a list of the security requirements that cannot be met and why.

3.4 BUSINESS INFORMATION REQUIREMENTS

REQUIREMENT 48: The vendor shall provide with their response to this RFP a list of all the subcontractors that will provide services or materials for this project.

REQUIREMENT 49: The vendor is willing to participate fully in the FCC Universal Service Fund (E-rate) program, and also willing to comply with all E-rate¹ regulations.

3.5 DISENGAGEMENT PLAN

REQUIREMENT 50: All content developed by DOE-affiliated users (students, school-based staff and parents) is considered the intellectual property of the NYCDOE and therefore the following requirements must be met:

1. Requirement for content portability – All website content from the school website, e-mail functionality and file storage (if available) needs to be easily exported by school personnel or central DOE entities, in a standard subject to approval by the DOE, upon request by the school or the DOE at any time.
2. Content portability after license agreement termination – After a school terminates its license agreement, the vendor has 90 days deliver DOE content to school personnel and/or central DOE entities.

3.6 BUSINESS CONTINUITY / DISASTER RECOVERY PLAN

REQUIREMENT 51: The vendor shall provide a business continuity plan, which will detail how the vendor will ensure system availability during a major system failure or a disaster.

REQUIREMENT 52: The vendor shall provide a disaster recovery plan, which will detail how the vendor will recover and ensure on-going system availability after a major system failure or a disaster.

3.7 DOCUMENTATION, TRAINING & KNOWLEDGE TRANSFER

3.7.1 Documentation

REQUIREMENT 53: The vendor shall maintain (as from time to time requested from DOE) for the DOE current electronic user and system documentation for the following subject areas where “current” means “simultaneously with release”:

1. Functions
2. System
3. System change requests including description, date, status
4. Key operating procedures for all systems to the detail required of a person with working knowledge of the system

¹ For more information on the E-rate program, please go to <http://www.sl.universalservice.org/>

REQUIREMENT 54: The vendor shall update documentation for each software release or change.

REQUIREMENT 55: Vendor shall provide a copy of each type of operational user manual in hard and soft (i.e., electronic) copy as well as put this manual online at no additional cost to DOE.

REQUIREMENT 56: Where feasible, applicable or requested by DOE management, each application shall contain self-directed online context-sensitive help feature, with examples as needed.

REQUIREMENT 57: Operating procedures shall be linked to the change management process and no change shall be executed until the documentation has been updated.

3.7.2 Knowledge Transfer

Pursuant to the IT staff support operating principles of the 2007 New York City IT Strategic Direction, knowledge transfer from outside resources is necessary to protect the IT assets of the City, as well as the DOE.

REQUIREMENT 58: Vendor is required to employ formal, documented mechanisms to ensure knowledge transfer of their specific expertise and application developments to designated DOE staff.

3.8 COST

REQUIREMENT 59: Describe your subscription model in detail; add any licensing terms that are relevant to your solution.

REQUIREMENT 60: Explain what pricing model is used.

REQUIREMENT 61: Submit pricing in separate - Pricing Worksheets (see separate file).

PROPOSAL REQUIREMENTS

4.1 Proposal Submission

Your proposal should be in the form of a narrative as outlined in forms in Appendix A and must address all tasks defined in this solicitation. The DOE requests that all proposals be typed on both sides of 8 ½" X 11" paper. Pages will be paginated. The proposal will be evaluated based on its content, not length.

A proposal is deemed unresponsive if it fails to meet the Minimum Qualifications stated in this solicitation. Unresponsive proposals will not be evaluated.

All vendors must utilize the proposal and pricing forms included as a Word or Excel File as well as the Proposers must submit a line-item budget for the services to be provided using the Cost Price Analysis Worksheet form. The line item budget must include all of your costs associated with the services in your proposal for which you will be charging the DOE. This information will be reviewed in order to make a determination that price/cost is fair and reasonable. Your proposals should be organized according to the following sections:

4.1.1 Program Plan

The Program Plan must be a clear, detailed, rational, and concise description of how the Proposer's program plan will provide the product / services required in this solicitation. Your proposal will show a clear understanding of the needs noted in this solicitation and demonstrate how your plan will meet the goals and objectives of this solicitation. In addition, your response must include how you will monitor, evaluate, and report the effectiveness of your services.

4.1.2 Price / Charges

Proposers must submit a line-item budget for the product / services to be provided. Please refer to the Pricing/Charges Form included as a separate file (Pricing Worksheet). The line item budget must include all costs associated with the product / services in your proposal for which you will be charging the DOE.

The contracted DOE price rates shall always be below the price rates negotiated by the winning bidder's other very large clients.

4.1.3 Organizational Capacity

You must provide evidence of adequate human, organizational, technical, and professional resources and abilities to meet the needs of this solicitation. Include, but do not limit yourselves to, the following:

- a. An organizational chart for the entire company responding to this solicitation, showing specific titles and key employees of the organization slated to work on this project. Show total number of employees to include administrative/support staff currently in your organization.
- b. Provide Resumes of key personnel
- c. Provide details of your background and experience relating to requirements stated in this solicitation. Provide objective data, if available.
- d. Any experience providing services to government agencies is a plus.

4.1.4 Demonstrated Effectiveness

Provide three (3) letters of references to include contact information from organizations of similar in size where you had successfully completed such service implementations that came in on time and on budget. The DOE reserves the right to check all references.

Vendors can provide evidence of actual completed assignments (maximum of two samples) to include program plan, term of engagement and budget.

4.1.5 Value Add

Include in your proposal any additional information that is above the requirements described in this solicitation that you deemed worthy of mentioning. (i.e. Highlight any prior experiences working with the DOE or in the education environment and provide proof of the experience.) DOE will give extra weight to proposals that go beyond what DOE requires.

4.2 PROPOSAL EVALUATION AND SELECTION CRITERIA

All proposals received by the New York City Department of Education will be reviewed to determine if the proposal meets all of the submission and Minimum Qualification(s) prescribed in this solicitation. If a proposal meets these requirements, then an Evaluation Committee will evaluate and rate all such proposals, applying the evaluation criteria prescribed below. The DOE reserves the right to conduct site visits to verify facility or other information contained in a proposal and may require a Proposer to make a demonstration of their services, present verbal and additional written presentations in support of a proposal. The DOE intends that all proposals will be evaluated uniformly and consistently, ensuring Proposal that each has an equal opportunity to be considered.

4.2.1 Evaluation Criteria

The following list below will be used to evaluate the quality of each submitted proposal. The closer your proposal achieves the desired characteristics, the closer it will receive the maximum points. The criteria below are listed in order of importance:

Response Category	Desired Characteristics
Price	- o Competitively-priced product (software) - o Competitively-priced services
Software Functionality/ Fit with DOE Needs	- o School website requirements met, including collaboration functionality - o E-mail requirements met - o File storage capability offered - o Ease of user registration process and system administration - o System stability and service uptime
Capabilities and Implementation Methodology	- o System set up services' requirements met - o Training / professional development services' requirements met - o Instructional advisory services' requirements met - o Technical support services' requirements met
Demonstrative Effectiveness and Organizational Capacity	- o Three (3) letters of references from organizations similar in size where similar projects were successfully completed - o Evidence of actual completed assignments - o Evidence of adequate human, organizational,

	technical, and professional resources and abilities to meet the needs of the RFP
Value Add	- o Value-added software functionality not described in the RFP - o Value-added services not described in the RFP

4.3 Proposal Package Format

4.3.1 Formatting

Proposers must prepare their Proposals in the format and sequence supplied below. There is no specific limit on the number of pages that the response may contain, but please be concise. Failure to comply with this stipulation could be the basis for Proposal disqualification. Supplemental information about the proposer's products or services may be included as an addendum to the Proposal but not in place of the response requirements listed below.

Proposals should include the following:

1. Cover letter
2. Table of contents with page numbers
3. Company Information
4. Minimum Qualifications
5. Program Plan
6. Organizational Capacity (include an Organization chart and Resumes)
7. Demonstrated Effectiveness (include Letters of References)
8. Value Add, if applicable
9. Pricing Worksheets (see separate file)
10. Qualifications Worksheet (see separate file)
11. APPENDIX A – Proposal Form
12. APPENDIX B – Exceptions and Deviations from RFP Form
13. APPENDIX C – Signature Sheet
14. APPENDIX D – No Proposal Response Form, if applicable
15. APPENDIX E – INSURANCE
16. APPENDIX F – PRICE CERTIFICATION CLAUSE (REVISED 11/13/78)
17. APPENDIX G – MINORITY AND WOMEN OWNED BUSINESS ENTITIES PARTICIPATION, if applicable
18. Vendex
19. Doing Business Data Form

Required form(s) that were not included in this solicitation must be downloaded from our website, <http://schools.nyc.gov/Offices/DCP/Vendor/RequestsforProposals/> and <http://schools.nyc.gov/Offices/DCP/Vendor/>. Required form(s) are:

- Vendex
- Doing Business Data Form

Submit one (1) written original copy, with original signatures, one paper photocopy, and five (5) electronic copies using Microsoft Word '98 or a later version format on CDs or Flash drives.

The following form(s) are only for submission when directed by DOE. Do not include them with proposal. These form(s) may be downloaded from our website, <http://schools.nyc.gov/Offices/DCP/Vendor/>

- W9 form

4.3.2 Vendex

When directed by the Department, and only when directed by the Department, the contractor will complete the appropriate VENDEX forms. The City is legally required to use this computerized data system to help it make well-informed decisions when selecting a vendor. VENDEX provides the City with comprehensive management information so that it may better serve the needs of the citizens of New York City. There forms can be found at: <http://schools.nyc.gov/Offices/DCP/Vendor/>

Effective May 1, 2007, VENDEX forms will be sent directly to the Mayor's Office of Contract Services.

4.3.3 Doing Business Data Form

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain the necessary information to establish the required database, vendors responding to this solicitation should complete the Doing Business Data Form, which can be downloaded from the attached link located here: <http://schools.nyc.gov/Offices/DCP/Vendor/> and return it with this proposal. The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions.

4.3.4 Submittal

Each envelope submitted in response to the RFP must be addressed as follows:

FROM:	Proposer Name/Address
TO:	New York City Department of Education
	Division of Contracts and Purchasing
	65 Court Street, Room 1201
	Brooklyn NY 11201
	RFP # R0746

4.4 Request for Proposals (RFP) Timetable and General Information

4.4.1 RFP Timetable

PROPOSALS ARE DUE NO LATER THAN

DATE: Tuesday, May 26, 2009

TIME: 5:00 PM

AT THE LOCATION LISTED IN SECTION 4.3.4 ABOVE.

PROPOSALS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED

4.4.2 General Information

4.4.3 Requests for Clarification and Addenda

Any inquiry regarding this solicitation must be made in writing, with the exception being verbal inquiries that are addressed at the Pre-Proposal Conference. No

telephone calls will be accepted regarding this RFP. All written inquiries may be e-mailed to the following authorized contact address:

e-mail: dcpit@schools.nyc.gov

The deadline for questions on this RFP is **May 14, 2009 at 5:00 PM**.

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

4.4.4 Pre-Proposal Conference

A pre-proposal conference, at which vendors will have the opportunity to ask questions related to this RFP, will be announced via an amendment to this RFP. Specific questions concerning this RFP can be submitted in writing to (see above, Section 4.4.3) prior to the pre-proposal conference. Written questions will reference the RFP by page number and paragraph. If possible, these questions will be answered at the pre-proposal conference. Additional questions may be submitted verbally by the proposers at the conference.

4.4.5 Incurring Costs

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

4.4.6 Verbal Presentations/Demonstrations

The DOE may require proposers to deliver verbal presentations after the Closing Date regarding their proposals. At such verbal presentation, proposers may be required to demonstrate or exhibit aspects relating to their proposal as requested by the DOE.

4.4.7 Negotiations

The DOE reserves the right to: (i) reject all proposals submitted; (ii) accept any proposal or alternate as submitted without negotiations; (iii) accept or negotiate all proposals submitted which fall within a competitive range; (iv) require revisions to, corrections of, or other changes to any proposal submitted as a condition to its being given any further consideration; (v) select for negotiations only the overall best proposal or alternate submitted, as determined by the DOE; (vi) negotiate with one or more proposers in any manner it deems fit, (such negotiations may be concurrent or sequential as the DOE determines); (vii) following the conclusion of any such negotiations solicit Best and Final Offers (BAFO) utilizing an appropriate procedure; (viii) re-open negotiations after the BAFO procedure, if it is in the Department's best interest to do so. No proposer will have any rights against the DOE arising at any stage of the solicitation from any negotiations that take place, or from the fact that the DOE does not select a proposer for negotiations.

4.4.8 Withdrawal of Proposals

After the opening of proposals, a request by a proposer to the New York City Department of Education for consent to withdraw their proposal, because of an error made by said proposer, will be considered only under the following terms and conditions:

Request to withdraw proposal must be received in writing providing reasons for the request. This request is to be sent to the Administrator, Division of Contracts and Purchasing, within three (3) business days following the date and time set for the opening of proposals.

Whenever any proposer requests the consent of the New York City Department of Education for the withdrawal of their proposal, the New York City Department of Education may grant or reject such request in any case which it deems just and proper. This request will be made and such consent to withdraw will be accepted by the proposer upon the express condition that the proposer will be excluded from proposing again for the re-advertisement of proposals for the same item or proposal or if no award be made. If a proposer requests the withdrawal of more than one proposal in any twelve (12) month period, they will be disqualified from proposing to the Department of Education for a period of one (1) year from the date of the second request.

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

Following three (3) business days after the proposal opening, a proposer may not withdraw their proposal before the expiration of ninety (90) calendar days from the date of the proposal opening. A proposer may withdraw their proposal after that date only if they state such intent in writing prior to the mailing by The New York City Department of Education of a Purchase Order, Notice of Award, or Acceptance of Bids.

The Administrator for Contract Management will make the determination with respect to request for the withdrawal of proposals and that determination will be final and binding. **Any withdrawal of a proposal must be in its entirety (no partial withdrawals will be permitted)**, whether the withdrawal is within three (3) business days after the proposal opening or after the expiration of ninety (90) days from the date of proposal opening.

4.4.9 Terms and Conditions

All contracts resulting from this RFP will be subject to the following:
DOE Terms and Conditions (see separate file)

4.4.10 Contract Award

The New York City Department of Education requires the contract be awarded to a single vendor and reserves the right to award the contract to other than the proposer(s) offering the lowest overall cost. The contract resulting from this solicitation will be awarded to the qualified proposer whose proposal the New York City Department of Education has determined to be the most advantageous, based on the evaluation criteria set forth in this Request for Proposal (RFP). The contract resulting from this RFP will be signed by the proposer within a reasonable time upon receipt, which period will not exceed 30 days. Thereafter the proposer is deemed delinquent, at the DOE's option, and the contract may be voided.

The contract award will be subject to the following conditions, where applicable. They are not required to be part of your proposal submission.

1. Completion and submission of an appropriate Office of Equal Opportunity form. e.g. Workforce profile or Company's Equal Opportunities Work Plan

2. Completion and submission of the Affirmation Sheet
3. Submission of an appropriate Certificate of Insurance

4.4.11 Termination of Contract

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

4.4.12 Contract Term

The resulting requirement agreements from this solicitation will be for a term of three (3) years with the options to extend the contracts for an additional two (2) terms of one (1) year each.

4.4.13 Important Notes

The onus is upon you to offer competitive pricing and to keep exceptions to our standard terms and conditions to a minimum. We would prefer that you accept our Terms and Conditions without ANY exceptions. However, if there is anything that you feel you must take exception to, please indicate that in your proposal. We will negotiate commercial agreements with you and dispose of legal issues, insurance requirements, exceptions to Terms & Conditions if, and only if, your proposals are considered competitive. Following these negotiations, we will request a Best and Final Offer from vendors still considered to be in the competitive range.

The DOE reserves the right to request and receive invoices as proof of vendor costs.

4.4.14 Material Ownership

All materials received by the DOE throughout this RFP process are to be considered the property of the DOE. These materials will include (but not be limited to) any resulting source code, data base structure and Graphical User Interface from the ultimate contract. The vendor can indicate in their proposal what the value would be for DOE to give up ownership of the final product.

4.4.15 Prohibition of Communication during RFP Evaluation Period

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

4.4.16 E-Rate Compliance

It is anticipated that a segment of the service may be eligible for discount under the federal FCC E-rate² program. The contracted vendor(s) must be willing and able to participate fully in the E-rate program and must be willing to adhere and comply with all E-rate rules and regulations. The vendor(s) may be required to provide the NYCDOE with additional information on its services/goods as part of the NYCDOE preparation, application, and application reviews under this

² For more information on the E-rate program, please go to <http://www.sl.universalservice.org/>

program. When needed, the vendor(s) may be required to provide such information within a 48-hour turnaround. In addition, the vendor(s) must be willing and able to comply with the E-rate document retention requirements and willing and able to provide supporting documentation during any E-rate audits as needed.

4.5 *Proposer Checklist*

Please ensure that you have received each of the following documents for your response. The attachments include:

- Request for Proposal (RFP) with appendices included
- ATTACHMENT A - Pricing Worksheets (see separate file)
- ATTACHMENT B - Security Policy and Standards (see separate file)
- ATTACHMENT C - DOE Terms and Conditions (see separate file)
- ATTACHMENT D - Qualifications Worksheet (see separate file)

Vendors should read and review:

- The Scope of Services for this RFP before completing the response sections
- Security Policy and Standards (see separate file)
- DOE Terms and Conditions (see separate file)
- Attend the Pre-Proposal conference

APPENDIX A – Proposal Form

Appendix A may be downloaded from <http://schools.nyc.gov/Offices/DCP/Vendor/RFP> and filled out electronically in word format.

The following template was created to facilitate the collection of information from Vendors. For each evaluation criteria, we have provided a format to submit relevant information for the Evaluation Committee to review. Please complete all sections of this template to the best of your abilities. **PLEASE NOTE: YOU MAY USE AS MUCH SPACE AS YOU NEED, THE BOXES SHOULD EXPAND, BUT YOU MAY USE SPACE OUTSIDE THE BOX IF NECESSARY WHEN WRITING YOUR PROPOSAL.** You must use the electronic Microsoft Word version of this file and a paper version with your authorized representative's signature and title.

Company Information

LEGAL NAME OF COMPANY	
STREET ADDRESS (MAIN OFFICE)	
ROOM NUMBER	
CITY	
STATE	
ZIP CODE	
FEDERAL TAX IDENTIFICATION NO.	
CONTACT PERSON FOR THIS PROPOSAL	
CONTACT PERSON'S TELEPHONE	
CONTACT PERSON'S FAX	
CONTACT PERSON'S EMAIL	
AUTHORIZED SIGNATURE	
AUTHORIZED NAME AND TITLE	
DATE OF SIGNATURE	
ARE YOU A MINORITY OR WOMEN-OWNED ENTERPRISE?	
IF YOU ARE A MINORITY OR WOMEN-OWNED ENTERPRISE (M/WBE) AND CERTIFIED AS SUCH, PLEASE SUBMIT A COPY OF YOUR CERTIFICATION WITH THIS PROPOSAL FORM.	

Minimum Qualifications

Type your responses in the boxes provided below or in a separate Word document indicating the Minimum Qualification, and/or attach any supporting documentation at the end of this form.

Minimum Qualifications	Vendor's Response
- At least \$1 million in annual revenues	
- Did you include your firm's financial report for the past three (3) years (i.e. Financial Statement, etc.) as prove of the annual revenue?	
- Does your Company have any pending Litigations and/or Tax Liens? If yes, please disclose in a narrative below or in separate Word document.	
- Are there any Criminal Charges with Company and/or Officers of the Company? If yes, please disclose in a narrative below or in separate Word document.	

Program Plan

Type your responses in the box (es) provided below or in a separate Word document indicating the Program Plan, and/or attach any supporting documentation at the end of this form.

Program Plan	Vendor's Response
- Describe in detail your program plan to include your product and services.	

Price / Charges

Proposers must submit a line-item budget for the product / services to be provided. Please refer to the Pricing Worksheets (see separate file) included as an Excel File.

The contracted DOE price rates shall always be below the price rates negotiated by the winning bidder's other very large clients.

Organizational Capacity

Type your responses in the box (es) provided below or in a separate Word document indicating the Organizational Capacity, and/or attach any supporting documentation at the end of this form.

Organizational Capacity	Vendor's Response
- Describe in detail the strong and unequivocal evidence that the organization's human, organizational, technical, and professional resources and abilities can support the proposed product / services required in this solicitation and include an organization chart.	

Demonstrated Effectiveness

Type your responses in the box(es) provided below or in a separate Word document indicating the Demonstrated Effectiveness, and/or attach any supporting documentation at the end of this form.

Demonstrated Effectiveness	Vendor's Response
- Have you supplied three (3) letters of references from organizations of similar in size where you had successfully completed assignments that came in on time and on budget? Yes/No	
- Describe in clear and concise narrative demonstrating your ability and competency to complete the requirements as stated in this solicitation.	

Value Add

Type your responses in the box(es) provided below or in a separate Word document indicating the Value Add, and/or attach any supporting documentation at the end of this form.

Value Add	Vendor's Response
- Describe in detail any additional information that is above and beyond the requirements described in this solicitation that you deemed worthy of mentioning in a narrative below or in separate Word document.	
- Describe in detail any prior experiences working with the NYCDOE or in the education environment, providing proof of this experience in a narrative below or in separate Word document.	

APPENDIX B – Exceptions and Deviations from RFP Form

Please sign only one of the sections below and return it with your proposal package.

Any exceptions or deviations from requirements, Terms and Conditions, or anything included in this solicitation, or requirements that cannot be satisfied by the proposer, must be clearly identified and noted below by referring to the Section # and Subsection # of the solicitation and clearly stating the item that cannot be met. Significant material deviations to the terms and conditions set forth in this solicitation (including additional, inconsistent, conflicting or alternative terms) may render the proposal non-responsive and may result in rejection.

1 - If No Deviations...

If there are no deviations from and exceptions to this solicitation, please sign below:

Signed:_____

Name & Title: _____

Date:_____

Company Name:_____

2 - If Deviations...

If there are any deviations or exceptions, please describe them in the box below and sign where indicated:

Describe deviations or exceptions in this box (use as much space as necessary) Use numbers to separate items in the box

Listed in the above box are any and all deviations from and exceptions to the terms, conditions, requirements, and specifications furnished with RFP:

Signed:_____

Name & Title:

Date: _____

Company Name:_____

APPENDIX C – Signature Sheet

By signing this signature sheet, I am (we are) certifying that (i) I am (we are) authorized to submit this proposal on behalf of your company, (ii) I (we) understand and accept all requirements, and Terms and Conditions included in this solicitation excluding the requirements, Terms and Conditions, or anything else noted in the Exceptions and Deviations.doc (if any), (iii) the information provided is true and accurate to the best of my (our) knowledge, (iv) failure to specifically answer the requirement(s) or question(s) may result in disqualification of our proposal, and (v) a materially false statement willfully or fraudulently made in connection with this solicitation may result in being disqualified from this solicitation process and future procurement opportunities with the New York City Department of Education.

Note that our subcontractors (or “partners” etc.) identified in our proposal also accept the above, to the extent that the proposal relates directly to the subcontractor. (If there are more subs than lines provided, please copy and paste in blank rows at the remainder of this document.)

Signed and accepted this ____ day of _____, _____.

Signed:_____

Name & Title:_____

Date:_____

Company Name:_____

Signed:_____

Name & Title:_____

Date:_____

Company Name:_____

Signed:_____

Name & Title:_____

Date:_____

Company Name:_____

APPENDIX D – No Proposal Response Form

Solicitation Number and Title: _____

Proposal Opening Date: _____

NO-PROPOSAL RESPONSE FORM

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

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

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

REASONS FOR NOT PROPOSING AT THIS TIME:

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

PROPOSER NAME AND ADDRESS:

SIGNED: _____ TITLE: _____ DATE: _____

APPENDIX E – INSURANCE

The Contractor **shall** maintain during the period(s) of this contract, inclusive of guarantee periods when applicable, insurance(s) covering the personnel employed by the contractor, equipment (vehicles) used, public servants, and property of the Department of Education while the supplies, equipment, goods, products, etc. called for herein are being delivered or while the services/work outlined herein is being performed.

If a proposal is selected for potential contract negotiations, the proposer will be required to submit certifications(s) from acceptable insurers, licensed by the State of New York, or any other licensing authority thereon to the effect that said insurers, will furnish to the proposer the insurance coverage listed. In addition, certifications submitted must name the New York City Department of Education and the City of New York as additionally insured. Failure by the proposer to furnish the above certification(s) may result in rejection of the proposal.

The most common form used to transmit this information is entitled ACORD Certificate of Insurance (form ACORD 25-S (7/90))

The policies mentioned herein shall insure the New York City Department of Education and the City of New York against claims outlined in the coverage's mentioned herein in the same amounts as are required in specifications for the Contractor or Subcontractor when applicable. Such coverage may be by separate policies or by endorsement to this effect on existing policies.

The policies mentioned herein, insuring the New York City Department of Education and the City of New York against claims arising out of negligence of the Contractor or Subcontractor when applicable, shall contain, by rider attached to such policies, the following provisions:

- a) Notice under this policy by the Insurance Company should be addressed to the Director of Purchase, Office of Purchasing Management, 65 Court Street 12th Floor Brooklyn NY 11201.
- b) Notice of accident should be given by the insured to Insurance Company within sixty (60) days after notice to the said Director of Purchase of such accidents.
- c) Notice of claim against the insured shall be given to the Insurance Company within sixty (60) days after such claims shall be filed with said Director of Purchase.
- d) The policy shall not be canceled, terminated, modified or changed by the Insurance Company unless thirty (30) days prior written notice is sent to the insured by registered mail and addressed to the Director of Purchase, Purchasing Management nor shall it be canceled, terminated, modified or changed by the Contractor securing such policy without the prior consent by the Department of Education of the City of New York.
- e) The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued by the Insurance Company to the Contractor.

If a proposal is selected for potential contract negotiation, the proposer will be required to submit, the following insurance policies. Failure to do so may result in rejection of your proposal. Delivery of such insurance policies to the Department of Education shall be a condition precedent to the right of the Contractor to demand any payments hereunder.

In the event contract is to be extended, Contractor must submit proof of continuing compliance at least thirty (30) days prior to the ensuing contract period.

WORKERS' COMPENSATION INSURANCE

If this contract be of such character that the employees engaged thereon are required to be insured by the provisions of Chapter 6515 of the laws of 1922 known as the Workmen's Compensation Law, and with act amendatory thereof, the same shall be void and of no effect unless the person, firm or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of this contract, such employees in compliance with the provisions of said law.

Insurance must comply with Workmen's Compensation Law. The Contractor shall not begin work at, about, or upon, the property of the New York City Department of Education until filing with the Director of Purchase, Purchasing Management a certificate showing compliance with the provisions of said law. Such insurance shall be kept during the life of this contract (inclusive of guarantee periods when applicable) and until the completion of said deliveries or services-work to be performed is accepted by the New York City Department of Education contractor shall only engage subcontractors when contract permits who comply with the workman's compensation.

COMPREHENSIVE GENERAL LIABILITY INSURANCE (INCLUDING PRODUCT (S) LIABILITY INSURANCE)

Shall insure the vendor and the vendor's agents, the New York City Department of Education and the City of New York during the performance of work under this contract against all present and future claims for bodily injury, sickness, disease, death, and property damage as may arise because of any services/work performed or goods provided by the vendor or by anyone employed by the vendor, either directly or indirectly.

The limit of liability under this Comprehensive General Liability Insurance coverage (including Products Liability Insurance) for bodily injury, sickness, disease, or death shall be at least **\$1,000,000** per occurrence.

The limit of liability required for property damage shall be at least **\$100,000** for one claimant in any one occurrence but not more than **\$200,000** for two or more claimants in any one occurrence. Such damages shall include all injury to, or destruction of, property of such claimant as well as the loss of use occasioned by the occurrence.

MOTOR VEHICLE LIABILITY INSURANCE

Shall insure the vendor, the vendor's agents, the New York City Department of Education and the City of New York during the performance of work under this contract against all present and future claims for bodily injury, sickness, disease, death and property damages, which may arise because of a motor vehicle accident.

The limit of liability shall be at least **\$1,000,000** for all injuries sustained in any one occurrence.

The limit of liability required for property damage shall be at least **\$100,000** for one claimant and at least **\$200,000** for two or more claimants in any one accident. Such damages shall include all injury to, or destruction of, property of such claimant as well as the loss of use occasioned by the accident.

PROPERTY LOSS INSURANCE

The limit of liability shall be at least **\$500,000** per occurrence protecting the supplies, equipment and property, etc. of the New York City Department of Education 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 contractor, sub-contractor or anyone directly or indirectly employed by either of them.

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 the Department for either the loss of services, repair, restoration or replacement, whichever is applicable. This coverage may be a "Department Form" policy covering any/all possible contingencies.

SUB-CONTRACTORS' INSURANCE

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

SAVE HARMLESS CLAUSE

Contractor hereby agrees to indemnify and hold the New York City Department of Education and the City of New York harmless from all claims, damages, judgment, expenses, attorneys 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 Contractor, its agents or employees, or caused or resulting from any deleterious substance in any of the products supplied or while the equipment, supplies, etc. are being delivered or the service-work is being performed under this contract, whichever instance is applicable.

This is a sample - an original certificate document should be obtained from the proposer's insurance company.

CUSTOMER * CERTIFICATE OF INSURANCE

ISSUE DATE:

PRODUCER
ONLY AND CONFERS NO RIGHTS UPON
EXTEND OR ALTER THE COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND,
AFFORDED BY THE POLICIES BELOW,

COMPANIES AFFORDING COVERAGE:

COMPANY LETTER B
INSURED

COMPANY LETTER A

COMPANY LETTER C

COMPANY LETTER E

COVERAGE'S:

THIS IS TO CERTIFY THAT 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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY () COMMERCIAL GENERAL LIABILITY () CLAIMS MADE () OCCUR, () OWNER'S & CONTRACTOR'S PROT. () B.F. VENDORS ()	REQUIRED			GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG, \$ PERSONAL & ADV, INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MED. EXPENSE (ANY ONE PERS) \$
	EXCESS LIABILITY () UMBRELLA FORM () OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	REQUIRED			() STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NEW YORK CITY BOARD OF EDUCATION AND THE CITY OF NEW YORK ARE ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

NEW YORK CITY BOARD OF EDUCATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE
CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE
ISSUING COMPANY WILL ENDEAVOR TO MAIL **30 DAYS**
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO
THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL I
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON
THE COMPANY, ITS AGENTS OR REPRESENTATIVES,

AUTHORIZED REPRESENTATIVE:

APPENDIX F – PRICE CERTIFICATION CLAUSE (REVISED 11/13/78)

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

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

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

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

APPENDIX G – MINORITY AND WOMEN OWNED BUSINESS ENTITIES PARTICIPATION

The New York City Department of Education (NYCDOE) strongly encourages the substantive participation of minority and women owned business enterprises (M/WBE) in this engagement. The proposal will be deemed to be M/WBE participation if the Prime contractor is identified by a governmental agency as a certified M/WBE. No rating points are assigned for M/WBE status.

We strongly advocate participation of Prime contractors who demonstrate a clear and strong commitment to, and support of equal employment opportunity and employee civil rights, as well as, Prime or subcontractors 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.

Demonstration of commitment and implementation may consist of, but not be limited to, the following, as documented by supporting data and materials, to be provided by the proposed with its response to this RFP:

- Submit a copy of your M/WBE certification letter from a governmental agency.
- A record of hiring, placement, training and promotional practices which permit access to all levels within the firm's organization by women, minority, and disabled and other employee groups covered by the Civil Rights Act of 1964.
- Policies, initiatives and programs that discourage discrimination against individuals on the basis of age, color, sex, national origin, citizen status, religion, 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.

Recognition of the efforts above by government agencies nationally recognized civil rights organizations, or other appropriate groups.

ATTACHMENT A. Pricing Worksheets (see separate file)

**ATTACHMENT B. Security Policy and Standards (see
separate file)**

**ATTACHMENT C. DOE Terms and Conditions (see
separate file)**

**ATTACHMENT D. Qualifications Worksheet (see
separate file)**