



SOLICITATION

G0018

Next Generation Office of Safety and Youth Development (OSYD) Phase 2

GSA Multiple Award Schedule: Special Item Number: 54151S Information Technology Professional Services

Due: 5:00 P.M. EST on Thursday, October 23, 2025.

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

PROPOSALS MUST BE SENT VIA ELECTRONIC MAIL TO THE FOLLOWING EMAIL ADDRESS: mailto: DCPTech@schools.nyc.gov

Table of Contents

SECTION. 1	PROGRAM SUMMARY	6
SECTION. 2	MINIMUM QUALIFICATIONS	6
SECTION. 3	SCOPE OF SERVICES.....	6
SECTION. 4	PROPOSAL REQUIREMENTS	22
SECTION. 5	TIMETABLE AND GENERAL INFORMATION.....	22
SECTION. 6	FORMAT AND DELIVERY OF PROPOSALS.....	23
SECTION. 7	EVALUATION METHODOLOGY	24

ATTACHMENTS

#	DESCRIPTION
A	Signature Page
B	Financial Submission Example
C	Financial Submission (Pricing sheet)
D	Insurance Requirements & Certificate of Insurance Sample
E	Certification by Insurance Broker Form
F	Tax Affirmation
G	Office of Equal Opportunity Requirements
H	Iran Divestment Act Compliance Rider
I	Doing Business Data Form
J	Directive 31
K	Question Submission Form

APPENDICES

#	TITLE
Appendix 1	NYCPS DIIT Vendor Security Policy
Appendix 2	Onboarding New Applications
Appendix 3	Non-Functional Requirements
Appendix 4	Functional Business Requirements Document
Appendix 5	Project Deliverables

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

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

[NO FURTHER TEXT ON THIS PAGE]

DEFINITIONS OF KEY TERMS USED IN THIS SOLICITATION

TERM	DEFINITION
Administrative Business Hours	Any 8 hours within the period 6 AM to 5 PM Eastern Time
"Affiliate" (with or without capitalization)	With respect to a Party, any Person directly or indirectly Controlling, Controlled by or under common Control with, such Party.
Agency	For the purposes of this solicitation, it refers to the DOE and for contract and insurance purposes the Agency shall be stated as the Board of Education of the City of New York.
Agreement	The agreement or contract resulting from this solicitation under which the Contractor and DOE both agree to be bound, which shall include this solicitation, the Pricing Form completed and initialed by the Contractor, 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.
Board, Board of Education, Department, Department of Education (DOE), New York City Department of Education (DOE)	These terms are used interchangeably for the Board of Education of the City of New York, its agents, employees, designees, etc. as the case may be.
Business Day	Monday through Friday except for Federal holidays
City Fiscal Year or Fiscal Year	July 1 through June 30 of the following calendar year
City, NYC	The City of New York
Contractor	The company or entity submitting an offer to supply DOE with goods and/or services in response to this solicitation, which, if selected for award, is obligated to furnish goods and/or services in accordance with all the terms and conditions of the Agreement. The words "Vendor," "Contractor," Vendor", "Proposer," "Provider," "Service Provider," and "Supplier" are used interchangeably
"Control" (with or without capitalization and including the terms "controlling," "controlled by" and "under common control")	The possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person (such as, but not limited to, a Bidder, the Contractor, a Contractor's employee, an Affiliate and/or a Subcontractor), whether through the ownership of voting securities, by contract or credit agreement, as trustee or executor, and other forms of influence such as legal, political, financial or otherwise.
Conflicts of Interest Rules and Policies	(i) any rules or policies adopted by the NYC DOE or the City of New York related to conflicts of interest, including, without limitation, the Chancellor's Regulations on conflicts of interest C-110 and the New York City Charter provisions on conflicts of interest.

DOE Data	All information and data, whether or not treated as confidential information, received by the Vendor or its employees, agents, representatives or subcontractors, from DOE, its agents, representatives and users, and any information and data directly derived from the above.
"Party" and "Parties"	Each or both, respectively, of the Board and the Contractor.
Person (with or without capitalization)	Any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, sole proprietorship, governmental organization or agency, political subdivision, body politic, or other legal person or entity of any kind.
Personally Identifiable Information	Information regarding an individual as defined in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g)
Prevailing Wage	Prevailing wage is the wage and benefit rate set by law for each trade or occupation for employees of contractors performing public works projects and building service work for government agencies. Prevailing wage rates for construction, replacement, maintenance or repair work on New York City public works projects are contained in the Comptroller's Labor Law 220 schedules. http://comptroller.nyc.gov/general-information/prevailing-wage/
Program Binder	The document to be jointly developed by the Contractor and DOE which outlines services to be offered, the resources to be used, roles and responsibilities of the resources used, the manner in which services are to be provided, records of work performed, descriptions of acceptance qualifications, quality assurance procedures, and other reporting/reviewing guidelines and documentation that is agreed to by the Contractor and DOE.
Program Manager	The single individual employed by the Contractor to oversee deliverables and maintain control over the performance of Contractor team members and other participants in a given Project.
Project Management Office	The office or group of individuals designated by the Contractor to provide the services outlined in this solicitation and which includes, at a minimum, the Program Manager or single point of contact and the associated staff.
Proposer, Contractor, or Vendor, you, your	The firm, corporation, or entity submitting a proposal to provide the Board with the goods and/or services specified herein and who, if awarded a contract, is obligated to provide such goods and/or services in accordance with all the terms and conditions of the contract.
Quote	A document provided by Contractor upon request for goods or service which clearly states the current price and applicable discounts in accordance with the terms and conditions of this Agreement.
Request for Bid	Used to define the method of solicitation used.
Staff (with or without capitalization)	Any and all of a vendor's, or its subcontractors' (if any), employees, officers, directors, members, partners, agents, or consultants.
"Subcontractor" (with or without capitalization)	Any Person other than the Contractor who provides, furnishes, supplies, delivers and/or otherwise gives services to the Board pursuant to an agreement with the Contractor. Any Contractor's Affiliate that provides Services to the Board pursuant to such an agreement shall be deemed a Subcontractor.
Work Period	The time during which storage, delivery, setup, and other work for the Project will be undertaken and completed

[NO FURTHER TEXT ON THIS PAGE]

SECTION. 1 PROGRAM SUMMARY

INTRODUCTION

The New York City (NYC) Department of Education (DOE), through its Division of Instructional and Information Technology (DIIT), is seeking proposals from qualified vendors to provide IT resources for the Next Generation Office of Safety and Youth Development (OSYD) - Phase 2 Project.

The DOE is looking for vendors with a proven track record in large-scale system integration and modernization projects, particularly in environments similar to educational institutions or public sector organizations.

The DOE intends to award a single contract under GSA Multiple Award Schedule: Special Item Number: 54151S Information Technology Professional Services, which will cover all necessary IT resources for this project.

The contract will be for a term of two (2) years with an option to renew for an additional one (1) year.

SECTION. 2 MINIMUM QUALIFICATIONS

All proposals submitted by the due date and time will be evaluated to ensure they meet the following Minimum Qualifications. Proposals that do not meet these qualifications will be deemed non-responsive and will not be considered.

1. GSA Contract Requirement: Proposers must hold a General Services Administration (GSA) contract under GSA Multiple Award Schedule: Special Item Number: 54151S Information Technology Professional Services contract.
2. Eligibility: Proposers must be a for-profit or not-for-profit institution. Individual submissions will not be accepted.
3. Experience Requirement: Proposers must have at least three (3) years of experience providing IT staffing and consulting services to public sector clients with a scope similar to this project.
4. Submission Requirement: In Attachment C – Pricing Sheet, vendors must provide responses to each Minimum Qualification next to the corresponding subsection number.

Proposals that include exceptions to the terms and conditions will be disqualified if those exceptions are deemed material to the scope of services. The Cover Letter must explicitly state that no exceptions are being raised.

NOTE: Proposals that do not clearly demonstrate compliance with all of the above qualifications will not be evaluated further.

SECTION. 3 SCOPE OF SERVICES

3.1 BACKGROUND, PURPOSE & OBJECTIVES

BACKGROUND & PURPOSE

The OSYD Portal currently manages eight critical school safety applications that are used across all 1,600 New York City Public School locations. These applications are essential for ensuring compliance with various city and state laws, as well as Chancellor's Regulations. Serving as a centralized hub, the OSYD Portal supports key initiatives such as improving school climate and culture, implementing anti-bullying and anti-bias programs, coordinating crisis response plans, facilitating professional development for school safety, promoting equitable discipline practices, and fostering collaboration with the NYPD School Safety Division.

To further advance school safety efforts, the New York City Department of Education (DOE) seeks to modernize the existing OSYD Portal and provide more robust capabilities for managing critical and confidential data. The new functionality and features will need to include compliance updates aligned with current legal and policy requirements, the introduction of advanced dashboards that offer actionable safety insights, and the integration of self-service tools such as an AI-powered chatbot. Additionally, the DOE will implement system automation tools for testing and performance monitoring to ensure the OSYD Portal operates reliably with minimal disruption.

The new functionality will increase operational efficiency, ensure compliance with legal mandates, and provide data-informed decision-making aimed at maintaining a safe and secure learning environment across the city's public schools.

The OSYD Portal Phase 2 project will proceed in water fall methodology due to funding requirements which mandates a linear phased implementation. Single phases are acceptable as long as all deliverables are completed, reviewed and approved before moving to the next.

DIIT will oversee the project, managing vendor progress and ensuring all requirements are met.

The project is scheduled to begin in Winter 2026.

OBJECTIVES

The Next Generation OSYD Project Phase 2 aims to upgrade the OSYD portfolio of applications to better support the operational, legal and safety needs of OSYD office and school-based staff, ultimately enhancing the safety of NYC students. This effort introduces new functionality and streamlines key systems including the OSYD Portal, Professional Development, School Safety Plan (SSP), Online Occurrence Reporting System (OORS), OORS Fax Management System, Safety Administrator, Suspension & Office Hearings Online (SOHO), and the School Consolidation Youth & Development Plan (CPlan).

DOE aims to ensure that schools are better prepared to meet regulatory requirements while fostering a safer and more supportive environment for students and staff. In addition, this initiative will equip schools with the tools necessary to comply with various New York City and State Education Laws, the Student Discipline Code, and multiple Chancellor's Regulations.

Additionally, DOE is seeking a solution to meet the following goals:

- **Ensure Regulatory and Policy Compliance:** Implement mandatory updates across all OSYD applications to align with newly enacted city, state, and federal education regulations, including those pertaining to student discipline, religious bias reporting, dress code policies, and staff conduct protocols.
- **Automate Critical Processes:** Eliminate manual workflows by introducing in-application modules for previously offline or external processes, to improve operational efficiency and accountability.
- **Enhance Data Integration:** Develop secure, real-time data integrations between OSYD applications and NextGen DOE systems and ensure seamless data exchange with third-party vendors.
- **Improve User Experience and Administrative Control:** Empower OSYD administrators with configurable tools for content and module management, user-role customization, default role selection, and task assignments, improving usability and reducing administrative overhead.
- **Advance Data-Driven Decision Making:** Expand the OSYD Portal's analytical capabilities by embedding dynamic dashboards, intervention validation logic, and aggregated reports (e.g., Support & Intervention, Safety Incidents), providing schools with actionable insights to enhance student safety and wellbeing.
- **Achieve System Reliability, Accessibility, and Testability:** Implement system-wide automated test scripts, build a centralized technical health monitoring dashboard, and ensure all applications meet WCAG 2.0 standards for digital accessibility, supporting operational continuity and compliance.

The selected vendor will be responsible for achieving these objectives through **phased development and close collaboration with DOE stakeholders to ensure minimal disruption and long-term success. This includes the design and development of a secure, responsive web portal encompassing UI/UX design, front- and back-end development, integration, testing, deployment, and post-launch support.**

3.2 EXSISTING SYSTEM DESCRIPTION

OSYD Portal Current State

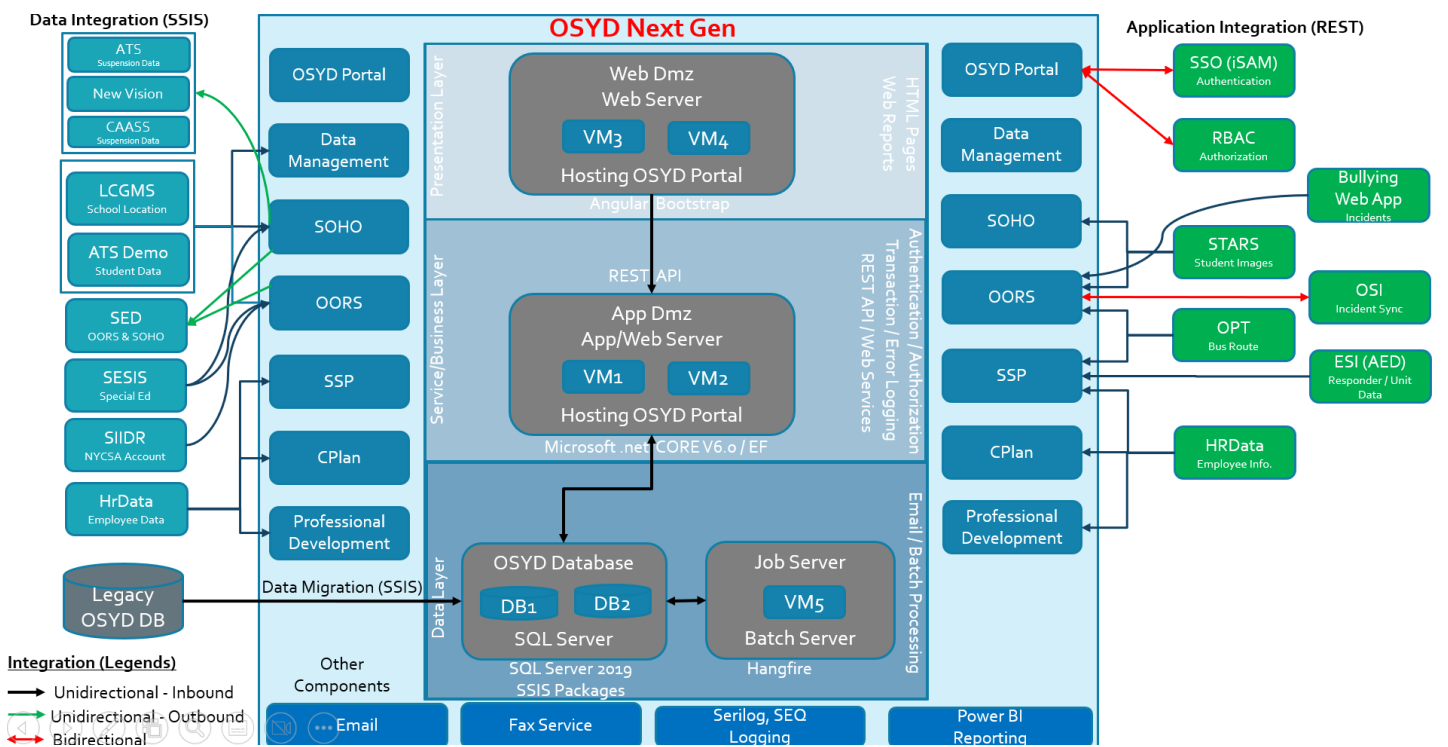
The Office of Safety and Youth Development (OSYD) Portal is comprised of eight safety related applications. This platform supports New York City public schools in creating and sustaining safe, supportive, and inclusive learning environments. The portal addresses school safety, climate, and culture—critical components that directly impact student achievement and behavior.

- **OSYD Portal:** This is a single sign-on gateway for accessing OSYD's suite of applications, supporting NYC Schools safety operations. It includes tools for data management, user provisioning, administrative functions, safety dashboards, and historical activity monitoring.

- **Online Occurrences & Reporting System (OORS):** This system allows schools to record and manage incident information, including those involving both DOE and non-DOE parties. It tracks various incidents such as injuries, accidents, fires, and bullying, and includes an Emergency Incident Center for high-severity incidents. OORS integrates with other DOE systems, sends notifications, manages student suspensions via SOHO, and interacts with IPDVS for video footage requests. It ensures compliance with regulations and allows document uploads for written statements.
- **Suspensions and Office of Hearings Online (SOHO):** SOHO helps schools and central offices manage the student suspension process. It covers intake review, hearing procedures, dispositions, staff management, and processes related to student return and multiple suspension types.
- **School Safety Plans:** A system for DOE schools and buildings to submit and review safety plans annually, including evacuation procedures and emergency information. Plans must be approved by building, borough safety administrators, and NYPD by December, ensuring 100% compliance.
- **Consolidated Plan:** Collects and approves safety plans for all 1600+ DOE schools, covering areas such as attendance, crisis intervention, and bullying prevention. Schools must update these plans each year.
- **OSYD Professional Development:** A training tool for DOE staff, allowing online registration, attendance tracking via QR codes, and issuing completion certificates. Integrates GIS for training locations and maintains training records for staff, with over 1,000 sessions and 50,000+ annual registrations.

Current System Architecture

Diagram 1 - Current System Architecture



DOE STANDARDS & REQUIREMENTS

- Appendix 1 – NYCPS DIIT Vendor Security policy
- Appendix 2 – Onboarding New Applications

- Appendix 3 – Non-Functional Requirements
- Appendix 4 – Functional Business Requirements
- Appendix 5 – Project Deliverables

3.3 PROJECT SCOPE

The NYC Department of Education (DOE) seeks to develop OSYD Portal Phase 2 and implement new features and functionality within the existing solution. The portal manages DOE safety related applications and is used by all DOE schools. The project aims to provide schools with the ability to comply with the various New York City/State Education Laws, the Student Discipline Code as well as multiple Chancellor's Regulations.

Applicable Regulations include:

- Online Occurrence and Report System (OORS) - Chancellor Regulation A-412/A-832/Missing Student Protocol/State Ed Law 2801 - SSEC reporting/ OCR's Civil Right Data Collection (bullying, incidents, arrests)/Local Law 51 reporting (bullying)/Local Law 93 reporting (EMS transports)
- Student Suspensions - Chancellors Regulation A-443/ OCR's Civil Right Data Collection (suspensions)/ Local Law 93 reporting (suspensions)
- School Safety plans -Chancellor's Regulation A-414/ State Ed Law 2801 SAVE Legislation Emergency Drills/Committee Meetings - State Ed Law 2801-a
- Student to Student Bullying – A832 and A831/State Ed Law 2801 DASA regulation
- Consolidated plan A750/A831/A832/A755/A411/A210/A413
- OSYD Professional Development - NYSED CTLE Requirements (Regulations of the Commissioner of Education, Subpart 80-6)
- Internal Audit tool - State Ed Law 2801 - SSEC reporting

The selected vendor will be responsible for gathering requirements, building new portal functionalities, ensuring quality assurance, performance and security testing, developing workflows, ensuring the solution is functioning as per the business requirements and smooth integration with other DOE systems. Additionally, the solution must address the following:

Mandated Policy & Compliance Features

- Policy Update Implementation for OSYD Applications
- Incident Reporting – Restraint Requirements
- SOHO Disposition Request Queue Management
- WCAG Compliance – Ongoing Accessibility Updates

Data Integration & Real-Time Updates

- Integration with NextGen DOE Systems (NGSIS, SEDEMS, OOSH, CTS)
- External Vendor Data Integration – AED Training Data
- OSYD RRC Data Integration with OSYD Portal
- OSYD Web Applications – Real-Time Data Synchronization

Professional Development & Continuing Education

- OSYD Professional Development – CEU (Continuing Education Unit) Credit Management

System Intelligence & Automation

- OSYD Applications Chatbot (AI-powered self-support tool)
- OSYD Portal Knowledge Base (Self-help documentation)
- Automated Test Scripts for All Applications
- System Health Monitoring – Technical Component Oversight

User Experience & System Management

- OSYD Portal – Module and Content Management
- Enhanced User and Task Management Features

Analytics & Reporting

- Data Analytical Reporting for OSYD Portal Applications

OSYD Portal Solution

- WCAG Compliance
- Accessibility
- Responsive design
- Secure and Scalability solution
- Multilingual support

The selected vendor will be responsible for delivering a modern, secure, and efficient system, adhering to DOE's business requirements, DOE security standard and guidelines.

SOLUTION REQUIREMENTS

See attached addendum (Appendix 4 - Functional Business Requirements)

3.4 PROJECT MANAGEMENT REQUIREMENTS

The Vendor must assign a dedicated full-time project manager (PM) who will be responsible for continuous planning and coordination with the DOE throughout the duration of the contract. In multi-organization bids, there should be one overall project manager. This project manager should be reachable for non-emergency questions and assistance during normal business hours (i.e., 9am to 5pm EST, Monday through Friday) and for emergency calls during non-business hours.

The Vendor PM's responsibilities include, but are not limited to:

- Identify and provide resumes for all Contract staff associated with the project.
- As part of the response, provide resumes for all members of the Vendor's proposed project team. If applicable, submit a revised organizational chart that includes all specific individuals and the percentage of each person's time dedicated to this contract. Once the DOE awards the contract, members of the Vendor's project team will require DOE approval if the vendor wants to replace a team member.
- Manage all Vendor's resources assigned to the projects.
- Deliver a project plan for contracted services. Manage the scheduling, deliverables, and updates of the project plan, including the tasks and responsibilities of the vendor and the DOE.
- Be accountable for the quality of all services as set forth in this proposal.
- Oversee schedule obligations.
- Ensure the quality of all project deliverables and secure acceptance of deliverables.
- Provide weekly status reports and meeting agenda/minutes.
- Together with DOE's business and IT project directors and the designated RMQC resources, play an active role in other project management processes, including, but not limited to:
 - Risk Mitigation and Management
 - Quality Assurance and Control
 - Change Management
 - Design and code reviews in collaboration with the DOE

Proposers should detail a written description of the following in their submission:

- Describe the resources, capabilities and expertise of the organization in the following areas:
 - Application development methodologies
 - Project Planning
 - Project Monitoring
 - Resource Management
 - Communication Management
 - Knowledge Management
- Provide a job description of the project manager.
- Provide the resume of a current project manager that manages a project of similar size and scope.
- Include specific references with clients to demonstrate these capabilities.

- Include an organizational chart of all positions that will play a role on the contract and ongoing project team, including specification of FTEs per role dedicated to this contract.
- Provide a description of the background and experience of those expected to be part of the project team.
- Provide a draft or sample project plan of the first year of the contract.
- Provide a sample agenda of formal updates, including the titles of the participants.
- Describe the process for gathering feedback from users.
- Detail how the project will be evaluated, and findings shared regularly, as well as any metrics about usage that will be regularly provided to DOE.

Status Reports and Rollup Statements

The Vendor will submit to the DOE Project Manager a monthly roll up report that includes all services and equipment provided by the Vendor under this project for the billing period. The reports will include the project number, project title, user agency, description of work performed (indicating which project tasks are being billed for), inventory report, a detail of purchases, systems deployed, hours billed, amount billed and total charges to date on the project. The Vendor will be responsible for providing weekly status reports, meeting minutes and weekly time reports for its project team members.

Coordination with Other Vendors and Project Owners

The Vendor agrees to cooperate with other Vendors and assigned project owners who may be on-site; and coordinate the work required under this Agreement with the work performed by other Vendors and/or assigned DOE (and, if applicable, other City agencies) personnel.

3.5 PROJECT DELIVERABLES

The selected vendor will be responsible for activities necessary to deliver the full set of business deliverables on-time and in accordance with industry best practices and those unique to the DOE.

The vendor is expected to follow standard Software Development Life Cycle (SDLC) process and use the Waterfall development methodology and is expected to deliver a fully functional turnkey solution.

- **The Waterfall methodology** that will be utilized for the project is a traditional waterfall approach; it will not be an adapted waterfall, an agile/waterfall hybrid, etc.
- There will be no iterative development. The design, development, and deployment will all be completed in a structured sequential manner. Work will not be completed in sprints. All project development phases such as design, development, testing, etc. are completed once.
- There will be no changes made to the project development requirements after the initial planning has been completed. Testing will come after the build phase and will not be performed concurrently with programming.
- Once a module is put into the production environment, no additional changes will be made.
- Application Source Code - All source code material developed for this project shall become the sole property of the City of New York and shall be used for City purposes only.

Vendor will be responsible for complete testing of the system except for User Acceptance Testing (UAT) which will be a DOE and VENDOR combined effort.

Vendor will be responsible for the Project Repository an archive creation and delivery of all project artifacts.

Vendor will be responsible for end user training documentation (for both front end customers and backend technical support) including but not limited to training manuals, walk through videos/demos etc.

The project will have five (5) distinct phases described below:

Phase	Name	Key Activities
1	Planning & Requirements <i>Estimated Duration = 3 Months</i>	<ul style="list-style-type: none"> • Create a comprehensive project plan • Refine deliverables and associated project tasks • Review existing DOE requirements and identify process gaps

		<ul style="list-style-type: none"> • Gather technical requirements on existing DOE systems from integration standpoint
2	Design & Development <i>Estimated Duration = 6 Months</i>	<ul style="list-style-type: none"> • Create a scalable solution for the project • Create technical requirements documentation • Review and create development strategy
3	System Integration <i>Estimated Duration = 6 Months</i>	<ul style="list-style-type: none"> • Create integration strategy • Create system integration plan • Develop integration platform • Perform all necessary integrations
4	Testing & Deployment <i>Estimated Duration = 6 Months</i>	<ul style="list-style-type: none"> • Create Test scenarios and Test scripts • Perform all necessary tests for the solution • Create defect management and Requirements Traceability Matrix (RTM) • Production deployment
5	Close-Out <i>Estimated Duration = 3 Months</i>	<ul style="list-style-type: none"> • Training documentation for users • Create document repository for project • Transition documents to support staff • Verify acceptance of final product deliverables

All deliverables must be in an industry standard, professional, editable format that may be reasonably maintained by DOE. This format may differ depending on the deliverable. For each deliverable, the Vendor should specify the format they intend to deliver it in, and the tools they will use to develop it.

The process for DOE accepting all deliverables (those described in the table below and any other deliverables the Vendor identifies in their response) should be described in response to this project.

Payment will be made to the Contractor after a written verification of completion of a deliverable is made by DOE's Project Manager.

- Deliverables will be due on dates mutually agreed to set in the project plan.
- DOE will review and respond to notification from the Contractor of completed deliverables within five (5) business days of receiving them.
- The Contractor will have three (3) business days to schedule/address needed revisions.
- DOE will review the final version within two (2) business days.

Every attempt will be made to be clear about expectations and to avoid redoing deliverables multiple times.

See **Appendix 5 – Project Deliverables** for details.

3.6 RESOURCE REQUIREMENTS

The DOE expects the awarded vendor to identify the essential staff roles needed to achieve the project goals and to coordinate effectively with the DOE project team. Vendors should propose resources that align with their tailored solutions to meet the DOE's requirements.

Specifically, the NYC DOE anticipates that the System Integrator's project approach and pricing will reflect strong collaboration with the DOE to develop the necessary infrastructure and thoroughly analyze business deliverables.

The DOE expects the following roles to be crucial for the successful implementation of this project. Vendors may propose additional roles, as long as the "Key Personnel" roles are included.

All proposed resources should have experience in large-scale design and implementation projects. The proposed titles must align with the Contractor's GSA price list.

Key Roles:

- Project Manager
- Business Analyst
- Full Stack Developers
- Integration Developers
- Data Developer
- Solution Architect
- QA Automation Engineer / QC Testers
- Web Administrator

ROLE	MINIMUM REQUIREMENTS
Business Analyst Working in close coordination with the Project Manager, is responsible to independently work with users, various stakeholders and defines, documents, validates processes and business rules to identify business and system functional requirements that meet the business objective.	<ul style="list-style-type: none"> • # Years Experience: 8+ years • Certifications: N/A • Technologies: MS Visio, MS Project, MS Powerpoint, SQL Query, MS Excel, PowerBI
Database Administrator Leads the effort in database management through data modeling. Expert in setting up Microsoft SQL Server database in virtual and clustered environments, along with experience in SQL Server Analysis Services (SSAS) and SQL Server Reporting Services (SSRS).	<ul style="list-style-type: none"> • # Years Experience: 8+ • Technologies: SQL Server 2014/2016/2019, SSIS packages, DB2, OLAP and OLTP Data modeling with the ERWIN data modeling tool • Key Requirement: Serve as key member of the database team managing all operations consistent with database management. Ability to perform and troubleshoot SQL Server Backups, Restore Strategies, Replication, SQL Server Performance Tuning and Query Optimization.
Data Developer Architect and support the integration of data between various source systems (mix of legacy and distributed) and transactional database by architecting/developing interfaces between different NYCDOE systems. Will be responsible for overall ETL architectural technical infrastructure, maintaining development tools, and developing development standards.	<ul style="list-style-type: none"> • # Years Experience: 7+ years • Technologies: Microsoft Visual Studio, SQL Server Data Tools, and Microsoft SQL Server Reporting Services Shell/PowerShell/Bash script development, and XML • Key Requirement: Experience with full lifecycle staging, ODS, Data Mart, and DWH ETL data integration in large scale environment.
Full Stack Developers Responsible for planning, designing, coding, configuring, installing, testing, troubleshooting, integrating, performance monitoring, maintenance, enhancements, security management, and support of computer applications programs in a Microsoft .NET environment. <u>Key Requirement</u> <ul style="list-style-type: none"> • Expertise in software analysis, design, estimation, development, testing, enhancements, support and related activities through all stages of SDLC process. 	<ul style="list-style-type: none"> • # Years Experience: 8+ years • Certifications: Relevant and latest Microsoft / Azure certifications • Technologies: .Net Core, SQL Server, API, ASP.NET, JavaScript, jQuery, Angular, React JS, CRM (Salesforce.com), DevOps, Kubernetes, Microservices, Azure Data Factory, & related Cloud Technologies. All above technologies with latest versions
Integration Developers Design & manage integration of Enterprise LMS Data Administration systems with LMS and internal DOE applications.	<ul style="list-style-type: none"> • # Years Experience: 6+ years • Certifications: N/A • Technologies: API, node.js, c sharp, Microsoft SQL server • Key Requirement: Experience on large scale project
Project Manager Leads and directs project personnel. Manages the project schedule, cost and risk management, and successful, timely	<ul style="list-style-type: none"> • # Years Experience: 10+ years • Certifications: PMP Certified • Technologies: MS Visio, MS Project, MS Powerpoint

<p>delivery of the project. Applies Interacts with the client on project-related issues.</p>	
<p>Solution Architect Design and implement effective web and database solutions, strategies and models to store and retrieve data from different DOE data stores. Monitor and identify appropriate information flows, equipment, tools and systems to achieve all project goals. Design and implement data strategies incorporating different patterns and technologies.</p>	<ul style="list-style-type: none"> • # Years Experience: 8+ years • Technologies: SQL, .Net Framework • Key Requirement: Experience on large scale development and implementation projects.
<p>QA Automation Engineer / QC Testers (Functional & Non-functional) Expertise in design, development, and creation of test plans and supporting test cases for computer systems and business applications based on functional and non-functional requirements. Will conduct automated and manual tests to ensure software performs adequately and meets the user requirements. QC Tester will understand the overall organizational landscape and technology and will plan, construct, and execute product tests, system tests, unit tests, load tests, volume tests, penetration and network tests.</p> <p><u>Key Requirements</u></p> <ul style="list-style-type: none"> • Expertise in E2E, regression test automation with MS or open source tools and technology • Expertise in design, development, and creation of test plans and supporting test cases for computer systems and business applications based on business and functional requirements. • Ability to execute manual and automated test cases. 	<ul style="list-style-type: none"> • # Years Experience: 5+ years • Certifications: CSQA • Technologies: .Net Core, SQL Server, API, ASP.NET, JavaScript, Microservices, MVC , Web API, HTML5, CSS3, Angular, Bootstrap, Json, Azure, Git, Azure DevOps
<p>UX/UI Designers & Developers Leads the effort to define, plan, and conduct user research throughout the SDLC (beginning in the Discovery phase) and to create research guides and conduct iterative user research. Outputs from the discovery phase will include journey maps, personas, and other artifacts that will inform the design and development phases. The UX Designer will also create prototypes using Adobe XD, Sketch, InVision, or similar standard UX/UI software to create iterative application flows in response to the ongoing user testing. UI Developer is able to translate creative software design concepts and ideas into reality using front end technologies.</p> <p><u>Key Requirements</u></p> <ul style="list-style-type: none"> • Expertise in conducting user research and producing related deliverables including but not limited to personas, journey maps, interview guides, mind maps, and research finding documents. • Expertise in using standard UX/UI software such as Sketch, InVision, and Adobe XD to create intuitive application prototypes driven by best practices around Human-Centered Design and in compliance with WCAG 2.X. • Expertise in using front-end technologies such as HTML5, CSS3, and JavaScript to create responsive, browser agnostic prototypes and to collaborate with developers on the view layer in MVC projects or other design patterns. 	<ul style="list-style-type: none"> • # Years Experience: 8+ years • Certifications: N/A • Technologies: HTML5, CSS3, and JavaScript. Sketch, InVision, and Adobe XD

Web Administrator Leads the effort in installing, configuring, and support of IIS servers. Expert in monitoring and troubleshooting public facing web applications. Proficient in implementing authentication mechanism, along with configuring CI/CD pipelines.	<ul style="list-style-type: none"> • # Years Experience: 7+ years • Technologies: Microsoft IIS, Microsoft SQL, Oracle, IBM DB2
--	---

STAFFING CHANGES

Changes or additions in staff should be documented as follows: The Contractor will submit written correspondence to the DOE Project Manager that details the change in staffing – which will include the name of the new staff person, the name of the staff that they replaced, effective dates, labor category, project role/title and hourly rate. The DOE Project Manager will attach a copy of this correspondence to the timesheets and submit with the invoice for payment.

Note:

- All staff on the project will be required to undergo fingerprinting and security clearances described below.
- All other documentation, resumes, references, interview notes, etc. that demonstrate the replacement resource’s qualifications should be maintained in the project file by the DOE Project Manager; the Contractor should also maintain copies of all these items.

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor is responsible for adhering to State Education Laws and DOE’s requirement of the taking of fingerprints as a prerequisite for licensure and/or employment. Applicants must be fingerprinted to become a Consultant or obtain employment with the New York City Department of Education, whether they are hired as individuals or as part of a project. Cleared fingerprints do not guarantee employment with DOE or with a vendor providing services to the DOE. Cleared fingerprint results and eligibility for employment may change depending on the outcome of any investigations, as well as any arrests or changes in your DOE employment status that may have occurred after the date you were printed.

All Contractor Personnel must complete any Non-Disclosure Agreement or Confidentiality Agreement provided by the DOE.

The Contractor(s) agrees that all individuals employed by, subcontracted by, volunteering for, or working in a consulting or sub-consulting relationship with the Contractor (if any), or any other person who may have access to personal student information or work in or visit a location during times that students are served there, (hereinafter referred to collectively as “Staff”) even if such contact is on an occasional basis, may be subject to security clearance procedure including but not limited to fingerprinting and criminal history review, in DOE’s discretion. The Contractor agrees that no member of their Staff will have direct contact with any students or access to confidential student information until said Staff has been fingerprinted and cleared by the Board upon review of the fingerprint results. Contractor shall be solely obligated to 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.

FINGERPRINTING

State education laws and DOE policy and practice mandate the taking of fingerprints as a prerequisite for licensure and/or employment. Particular attention is given to fingerprint results that reveal a criminal history.

Contractor is responsible for adhering to State Education Laws and DOE’s requirement of the taking of fingerprints as a prerequisite for licensure and/or employment. Applicants must be fingerprinted to become a consultant or obtain employment with the New York City Department of Education (DOE), whether they are hired as individuals or as part of a project. Cleared fingerprints do not guarantee employment with DOE or with a vendor providing services to the DOE. Cleared fingerprint results and eligibility for employment may change depending on the outcome of any investigations, as well as any arrests or changes in your DOE employment status that may have occurred after the date you were printed.

The fingerprinting process is now completed by appointment at any participating IdentoGO location. IdentoGO provides service centers throughout New York City and State, as well as outside New York State, and you can schedule your appointment through their website. The Office of Personnel Investigation (OPI) is responsible for screening all new staff hired by the New York City Department of Education (DOE) to ensure the safety and well-being of students and staff. Consultants cannot go to IdentoGO for fingerprinting unless they have completed all of their required forms online. See section on “PETS” below for further details. No walk-ins will be accepted for fingerprinting.

In order to be fingerprinted, the Applicant must have:

- a. Proper identification - All applicants must provide a valid government-issued photo ID to be fingerprinted.
- b. Payment for processing fee - The cost for fingerprinting at IdentoGO is \$105.75 (subject to change) within New York State. If fingerprinting occurs outside of New York State, there will be a \$30.00 fee + that state's applicable tax and this must be covered by the Contractor. The DOE is not responsible for Fingerprinting fees. Fingerprinting fees are also non-refundable. Acceptable forms of payment are:
- c. Money orders.
- d. Personal checks.
- e. Credit card (except American Express) or debit card with a logo (some exceptions may apply).

PETS – PERSONNEL ELIGIBILITY TRACKING SYSTEM

This is the DOE's web-based database that allows the Contractor or DOE Staff to enter Contractor Staff information into a roster (the "PETS Roster") in order to monitor the fingerprinting status of each Contractor Staff member.

All Contractor "Staff" must undergo fingerprinting and a background check by the DOE Office of Personnel Investigation Unit. Staff shall include any and all of Vendor's, or its subcontractors' (if any), employees, officers, directors, members, partners, agents, or consultants who, at any time during the Term of the agreement, have direct contact with Students; or work in or visit a location during times that Students are present unless such contact is only on an incidental and supervised basis; or provide online services to Students and have contact with Students via telephone, email or internet; or have regular access to Students' confidential information and data. Vendors shall also include any Staff who becomes affiliated with Vendor or its Subcontractors after execution of the Agreement and who applies to the aforementioned criteria.

Contractors or the DOE have an obligation to enter Contractor staff information into the PETS roster before staff starts providing services and staff security clearance must be verified as a condition of employment/acceptance of award in Tier II and update PETS roster as new staff members are hired and as staff status changes.

Once a consultant is nominated for a position in the PETS Roster by the Contractor, the Consultant will receive an email with instructions to log into the Applicant Gateway. The Consultant must complete, and e-sign all required forms in Applicant Gateway, print out the Fingerprint Referral Form and schedule an appointment through the IdentoGo website with the NYCDOE provided Service Code.

CONFIDENTIALITY

Prior to onboarding, each project resource will be required to sign a Non-Disclosure agreement.

3.7 DELIVERABLE ACCEPTANCE REQUIREMENTS

Contractor will provide written verification of completion of a deliverable is made by DOE's Project Manager.

- Deliverables will be due on dates mutually agreed to set in the project plan.
- DOE will review and respond to notification from the Contractor of completed deliverables within five (5) business days of receiving them.
- The Contractor will have three (3) business days to schedule/address needed revisions.
- DOE will review the final version within two (2) business days.

Every attempt will be made to be clear about expectations and to avoid redoing deliverables multiple times.

3.8 INVOICING REQUIREMENTS

Contractor shall invoice DOE for each deliverable upon its acceptance. Invoices must be submitted to DIIT Accounts Payable Unit with a copy to the Project Manager upon completion of each deliverable.

Invoices must contain the contract number, Project Title, work performed, performance period, amount due, total billed to date.

DOE will require confirmation from the Project Manager that the DOE has accepted the deliverable prior to payment of the invoice for that deliverable.

Invoices will be emailed to DIITinvoices@schools.nyc.gov.

All invoices will be submitted on company letterhead and contain the following information:

1. The Contractor's name, address and contact name and phone number must be prominently displayed — NOTE: The Contractor's name on the invoice must be on file with the NYC Comptroller's Office via a W-9 form submission. If a W-9 is not on file, please contact the Requesting Agency for further instructions.
2. Contractor; Contract Pin number and the FMS number must be on the invoices.
3. Invoice number and date of invoice
4. Invoice service period and date of delivery
5. Invoices must be submitted in both hard copy and soft copy format.
6. Detailed description of service must be in agreement with the contract.
7. Appropriate backup and all other supporting documentation to substantiate the invoice charges must be attached:
 - Payment Milestones: For work provided on a fixed-price basis, with milestone payments, documentation evidencing the City's acceptance of the applicable payment milestone(s) must be included with the invoice.
 - Report of the number of hours, roles and resource(s) used to complete each deliverable.

Invoices can also be emailed to DIITInvoices@schools.nyc.gov.

3.9 CONTRACT ADMINISTRATION

The contract will commence upon the registration of the award with the New York City Comptroller's Office. Contract(s) term will be for two (2) years and the DOE will have one additional option to renew for up to one (1) year. If renewed, the contract will end upon completion of that extension period, unless otherwise terminated.

- Contractor(s) will comply with the terms and conditions of the GSA, unless otherwise specified in this solicitation or by contract with DOE.
- If a contract is canceled, the vendor will be paid for any rendered services satisfactorily performed and approved by DOE's designee. After cancellation of contract, DOE will not be responsible for any Contractors' rights to lost profits.
- If it is determined that false or inaccurate information has been submitted by a Contractor with regard to a proposed candidate(s), the Agency may disqualify the candidate from further consideration for any targeted assignments and reserve the option to disqualify the Contractor.
- If at any time during the course of the contract DOE or the City of New York finds any type of misrepresentation to violate the contract/award on the subcontracted vendor or the original vendor's part, DOE has the right to reject and refuse payment or compensation for any completed/approved work.

3.10 RESPONSIBILITIES

The selected Contractor will be responsible for the following:

- a. The Contractor(s) will provide its own secretarial support – the Agency will not provide any such support or associated materials.
- b. The Contractor(s) under this solicitation will provide and notify DOE when any substantial changes occur within its agency or the original vendor's agency (example: name change or change of address, etc.).
- c. The Contractor is required to submit a valid GSA Contract price list confirming the Not-to-Exceed Title Bill Rate(s), for its company.
- d. Under New York City's Earned Sick Time Act (Paid Sick Leave Law), certain employers must give their employees sick leave. Go to nyc.gov/Paid Sick Leave to learn which employees are covered by the law.
- e. The Contractor is responsible to identify any candidate with a subcontractor and MUST provide the required subcontractor information.
- f. The selected Contractor will be required to sign a Legal Agreement with the City of New York prior to the award and provide supporting documentation such as Certificate of Insurance, Broker's Certification and Iran Divestment Act Form. Attachment D – Insurance Requirements & Certificate of Insurance Sample; Attachment E – Certification by Insurance Broker Form; Attachment H – Iran Divestment Act Compliance Rider

Note: Insurance Certificates must have the exact phrase in the Description of Operations box as referenced below: "The City of New York, including its officials and employees, and any of its leased locations, are additionally insured."

- g. Any selected Contractor(s) New to Doing Business with The City will be required to provide DOE with a copy IRS Letter

(147C) from the IRS. Please note: the address on the IRS Letter must correspond with the address provided on the Substitute W-9 form and Tax Affirmation form.

- h. The vendors MUST have employees who are legally entitled to work in the United States of America and residing within the continental United States of America.
- i. The Contractor is responsible for and is required to track, identify and confirm resources monthly hours and expenditures throughout the life of the contract.
- j. It is the Contractor's fiscal responsibility to identify any funding issues which may potentially exceed the contracted amount with the DIIT – Finance Team.
- k. When an occurrence has been identified, the Contractor can mutually agree with DOE to give a 30 day notice to remove their consultant based on anticipated shortage of hours and/or funding issues.
- l. DOE reserves the right to demand the immediate removal of any of the Contractor's personnel from the Agency's account (for any reason). The Contractor will comply by immediately removing such personnel.
- m. All replacement candidates/consultants prior to reporting to work with DOE MUST HAVE a written approval from DOE. All replacement candidates must have qualifications equal to or better than the originally awarded candidate(s) as determined by DOE. The selected Contractor MUST NOT send a consultant replacement without a written approval notification and authorization issued by DOE. DOE has the right to and will demand the immediate removal of any unauthorized consultants. The Contractor WILL NOT BE paid or compensated for any hours worked by any unidentified candidate and all payment requests will be returned to the vendor.

NOTE: Replacement approvals can ONLY be authorized by the DIIT – Procurement Team. Replacement approvals cannot be authorized by project managers or supervisors.

- n. The selected Contractor MUST notify the DOE when a position has not been filled with a replacement for more than ten (10) business days, and/or is vacant at any time during the life of the contract.
- o. The selected Contractor MUST have and will be required to provide DOE with valid associated Certifications requested by this Solicitation for/during the life of the contract.
- p. The selected Contractor MUST replace (with the exact or better item) or reimburse DOE for any damages incurred by a Contractor's staff member within thirty (30) days or sooner if required by DOE from the time of the occurrence during the life of the contract. This reimbursement/replacement will be subject to DOE approval.
- q. At the culmination of the contract, all documentation in hard copy and in compact disk (CD) format and other documentation, as well as all hardware, portable laptops, cell phones, beepers, etc., which DOE offered to the selected vendor to assist in their efforts, will be turned over to the Agency.
- r. 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 necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this [bid] [proposal] [submission], and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal submission is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation should complete the Attachment I - Doing Business Data Form and return it with this proposal.
Note: If the agency is unable to complete the Doing Business Data Form in a timely fashion noted by MOCS, the proposal may be considered to be non-responsive and the proposal may be disqualified.
- s. Subcontractors - A Contractor may subcontract a service provided for under the contract throughout the term of the contract, or any part of it, to Subcontractors selected by the Contractor subject to DOE's prior approval. In the event that the Primary Contractor has to select another Subcontractor or one of Contractor's Subcontractors further subcontracts, prior written consent of DOE is required. A Subcontractor will be defined as any firm or person who is not a full time employee of the Contractor, engaged or assigned to perform work under the contract. All Agreements between the Contractor and its Subcontractors will be by bona fide written contract. All such Agreements must contain provisions

similar to those contained in this Contract between the City and the Contractor, so that the provisions of any subcontract entered into by the Contractor are similar to, and not inconsistent with this Contract. Failure to disclose any use of Subcontractors, during any time of the contract, can lead to the termination of the contract.

Contractors will include in all subcontracts related to the contract, language that will be binding upon each Subcontractor and specifying:

- i. That the work performed by the Subcontractor must be in accordance with the terms of the contract including, but not limited to, the City's requirements noted in any of the previous and/or upcoming Consulting Based Solicitations;
- ii. That nothing contained in such subcontract will impair the rights of DOE;
- iii. That nothing contained herein will create any contractual relation between any Subcontractor and DOE;
- iv. That Subcontractor will maintain all records with respect to work performed and any entitled sick leave under the Subcontract in the same manner as required of the Contractor; and
- v. That DOE will have the same authority to audit the records of all Subcontractors as it does those of the Contractor. Based on Directive 31 (Attachment J) which is issued pursuant to the Office of the Comptroller's authority as established in Chapter 5, Section 93 of the New York City Charter, IT consulting and/or other IT Consultant payment vouchers are subject to periodic audit by the Office of the Comptroller. Contractor will be fully responsible to DOE for the acts and omissions, in the performance of services under the contract, of the Subcontractors and/or persons either directly or indirectly employed by it or by the Subcontractors, as it is for the acts and omissions, in the performance of services under the contract, of persons directly employed by the Contractor. Contractor will not in any way be relieved of any programmatic or financial responsibility or legal liability under the contract by the terms of its Agreement with any Subcontractor.

The AGENCY will be responsible for the following:

- DOE will designate a DOE project manager who will be the focal point for Vendor Project Team communications and will monitor Contractor performance relative to this project.
- DOE and Vendor Project Manager will work together to determine an appropriate schedule for weekly project status reports and monthly steering committee status reports.
- DOE will have established policies for data use so that Vendor Project Team can review necessary documents to sign for non-disclosure and proceed toward analysis without any delays.
- DOE will be responsible for identifying stakeholders and participants for various project related activities.
- Through the leadership and direction of NYC DOE DIIT, DOE Stakeholders will be expected to:
 - identify and validate the data from their program area that will feed into agency-wide dashboards, key performance indicators, and outcomes
 - make decisions on behalf of their unit about data quality, data processes, data governance, and measures
 - provide requirements for dashboards and visualizations for key data points in their department based on skills acquired in the Workgroup
 - identifying pertinent policy questions, topics, issues, best practices, etc. to bring to the workgroup for exploration
 - relaying lessons learned to staff in their division (via trainings, tutorials, small group discussions, etc.)
- DOE will be responsible for organizational change management activities such as change communications, organizational changes, job descriptions, and policies/procedures as required.
- DOE reserves the right to change work schedules and change work sites.
- The agency reserves the right to approve all Contractors' staff assigned to provide the specified services to DOE.
- During the course of the project, DOE will respond to Vendor Project Team requests for information, data, and clarifications and make project related decisions within 5 working days to prevent excessive delays or repeated delays that may impact the project schedule.
- DOE will provide accurate information to Vendor Project Team and answer all technical and administrative questions during the course of this contract.
- DOE will provide Vendor Project Team with the latest set of current, as-is documentation (e.g., functional/process,

technical, infrastructure, reporting, interfaces, conversion) in electronic format.

- DOE will ensure that the City's staff is available timely to provide the necessary subject matter expertise and assistance as Vendor Project Team reasonably requires.
- DOE will make the necessary resources available to provide business requirements and to review the deliverables during the design and development phases as necessary.
- DOE will provide technology support to set up network accounts, Virtual Development Infrastructure (VDI) for developers, Remote VPN access and desk phones for onsite resources.
- DOE will be responsible for providing access to data, method of access will be discussed and agreed upon during analysis and design phase.
- DOE will assume all responsibility for validating all data mapping, transformations, aggregations and handling processes through which source data will be consolidated and made available to users and other systems.

3.11 INDEMNIFICATION AND RELATED OBLIGATIONS

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Board and the City, including their respective officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the Board, the City, or their respective officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Contract to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with law or any of the requirements of this Contract. Insofar as the facts or law relating to any of the foregoing would preclude the Board, the City, or their respective officials or employees from being completely indemnified by the Contractor, the Board, the City, and their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Board and the City, including their respective officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the Board, the City, or their respective officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, contractors, or subcontractors in the performance of this Contract. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Board, the City, and their respective officials and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Contract's scope of services/scope of work. Insofar as the facts or law relating to any of the foregoing would preclude the Board, the City, and their respective officials and employees from being completely indemnified by the Contractor, the Board, the City, and their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.

The Contractor's obligation to indemnify, defend and hold harmless the Board, the City, and their respective officials and employees shall neither be (i) limited in any way by the Contractor's obligations to obtain and maintain insurance under this Contract, nor (ii) adversely affected by any failure on the part of the Board, the City, or their respective officials or employees to avail themselves of the benefits of such insurance.

3.12 ADDITIONAL TERMS AND CONDITIONS

LIQUIDATED DAMAGES AND CANCELLATION

In the event of material breach of this Agreement by the Contractor, the DOE shall have the right to cancel and terminate said Agreement, and the Contractor may be liable to the DOE for any additional cost of completion of the within services the Board's other costs in connection with the termination, reletting and completion of the services. (Consequential Damages) All such costs, along with any liquidated damages for delay provided herein, may be assessed by the DOE against the Contractor and deducted by the DOE from payment to be made to the Contractor under this or any other Agreement at any time between the Contractor and the DOE or City. In the event that said costs exceed all sums owed at the termination date of this Agreement, the Contractor shall pay the amount of such excess to the DOE upon notice from the DOE of said amount, and in the event that said costs and liquidated damages are less than the sum payable under this Agreement as if same had been completed by the Contractor, the Contractor shall forfeit all claims to the difference to the DOE. If the Board undertakes to secure the services or any part thereof under this section of the Agreement, the certificate of the Chancellor or his designee indicating the amount of services secured, the cost and excess cost, if any, of completing

this Agreement, and the amount of liquidated damages hereunder, shall be conclusive and binding upon the Contractor, its assigns and all other claimants.

PUBLICITY AND SOLICITATION

The Contractor shall not issue any press releases or public statements regarding its contract with the DOE. Unless directed to do so by the DOE, the Contractor shall refrain from contacting DOE staff members other than the Contract Manager and his/her staff. The Contractor shall not contact DOE central employees or school employees in order to advertise its products or services.

CONFLICTS OF INTEREST

Contractor 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. Upon the request of DOE Contractor shall complete a Conflicts of Interest Statement and Disclosure Statement.

DOWNSTREAM PROHIBITION

Any and all work from this Mini-Bid that involves developing specifications, establishing a base for other applications or otherwise gaining information that would give a Contractor an unfair competitive advantage in a future procurement may result in the Contractor being precluded from further work (downstream prohibition) due to conflicts of interest.

AGENCY PROCUREMENT RIGHTS

New York State reserves the following rights. These reserved rights are applicable to an Authorized User's Mini-Bid. The Authorized User may reserve additional rights in the Mini-Bid.

- A. Reject any or all Contractor Submissions received in response to the Mini-Bid.
- B. Withdraw the Mini-Bid at any time, in Authorized User's sole discretion.
- C. Make an award under the Mini-Bid in whole or in part.
- D. Disqualify any Contractor whose conduct and/or Contractor Submission fails to conform to the requirements of the Mini-Bid.
- E. Seek clarifications and revisions of Contractor Submission(s).
- F. Prior to the Submission opening, amend the Mini-Bid specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- G. Prior to the Submission opening, direct Contractor to submit Contractor Submission modifications addressing subsequent Mini-Bid amendments.
- H. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Contractors.
- I. Waive any requirements that are not material.
- J. The Authorized User may utilize any and all ideas submitted in the Mini-Bids received.
- K. Adopt all or any part of a Contractor's Submission in selecting the optimum solution.
- L. Negotiate with the Contractor(s) responding to this Mini-Bid within the Mini-Bid requirements to serve the best interests of the State. This includes requesting clarifications of any or all Contractors' Submissions.
- M. All Contractor Submissions and accompanying documentation shall become the property of the Authorized User and shall not be returned.
- N. Require clarification at any time during the Mini-Bid process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Contractor's Submission and/or to determine a Contractor's compliance with the requirements of the Mini-Bid.
- O. The Authorized User reserves the right to exclude any price lists that do not fall within the scope of the Mini-Bid.
- P. Upon discovery of non-material completeness or conformance issues with a Contractor's Submission, contact the Contractor to attempt to cure the issue prior to completion of the evaluation of the Contractor's Submission.
- Q. OGS reserves the right to post information about Authorized User Contract usage of Centralized Contracts.
- R. DOE reserves the right not to make an award to any bidder that is in arrears or is in default to DOE and/or the City of New York and/or the State of New York and/or the Federal Government upon any debt, contract, or taxes.
- S. DOE reserves the right to reject any bid from a vendor whose bid is submitted improperly, or whose bid is incomplete.
- T. Should any vendor's bid exceed its OGS contract's not-to-exceed rate, said bid will be rejected.
- U. After the opening of bids, a request by a bidder to DOE for consent to withdraw a bid because of error made by the bidder, will be considered only under the following terms and conditions:
 - Request to withdraw bid must be in writing, addressed to the Senior Director, Contract Management, and must give reason(s) for the request.
 - The Senior Executive Director, or designee, will make the determination with respect to the request for the withdrawal of Bid and his/her determination shall be final.

SECTION. 4 PROPOSAL REQUIREMENTS

Proposers should submit via electronic mail a complete proposal package to DCPTech@schools.nyc.gov including Technical and Financial Proposals as outlined below.

- Proposals submitted in response to this solicitation must satisfy ALL REQUIREMENTS stated in this document. A valid GSA performance contract and/or a renewal confirmation will be required in order to comply with bid requirements and standards for a proposal submission. As indicated herein.
- Vendors who submit a response to this solicitation must have received the solicitation document from DOE. The generated Vendor List must be drawn from the GSA Multiple Award Schedule: Special Item Number: 54151S Information Technology Professional Services contract, as described herein.
- The Contractor's proposal must satisfy all the requirements cited in this solicitation and comply with the GSA standards and guidelines for Proposal composition.
- The proposal must be fully and properly completed and duly executed by a person with authority to legally bind an agreement and commit the company to a contract.
- Respondents to this solicitation should be aware that the services requested in this solicitation will not result in the displacement of any employee of The City of New York.
- In order for the proposal to be considered responsive, the vendor MUST complete a Doing Business Data Form (Attachment I).
- The selected Contractor will be required to sign a Legal Agreement with the City of New York prior to the award and provide supporting document such as Certificate of Insurance (Attachment D), Certification by Broker Form (Attachment E) and Iran Divestment Act Compliance Rider (Attachment H).
- DOE reserves the right to accept or reject any Contractor response, which does not agree to the contractual Terms and Conditions issued by the Federal Government.
- All addenda issued by DOE with respect to the solicitation MUST be attached to the proposal.
- The Contractor's Proposal MUST be composed and presented in the format and order specified below.
- Note: Failure to comply with any of these instructions will result in the proposal being considered non-responsive.

THE PROPOSAL MUST CONSIST OF A TECHNICAL PROPOSAL AND A FINANCIAL PROPOSAL.

SECTION. 5 TIMETABLE AND GENERAL INFORMATION

KEY DATES

ACTION	DATE	TIME
Solicitation Release	September 11, 2025	4:00 PM, EST
Bidder's Conference	September 18, 2025	12:00 PM, EST
Contractor Question Period End	September 24, 2025	10:00 AM, EST
Agency Response Release	October 1, 2025	5:00 PM, EST
Bid Opening / Mini-Bid Response Due Date	October 23, 2025	5:00 PM, EST
Proposal Evaluation & Contractor(s) Selection	November 20, 2025	
Anticipated Contract Start Date	TBD	TBD

New York City Department of Education will not accept any Mini-Bid responses received after October 23, 2025, at 5:00 PM EST.

BIDDER'S CONFERENCE

A conference will be set up for Contractors interested in participating. An overview of the procurement including a brief explanation of the project and services requested.

Conference Date & Time: Thursday, September 18, 2025, at 12:00PM EST.

Location: Hosted Online Link below

Bidder's Conference - G0018 - OSYD Phase 2

CONTRACTOR QUESTION PERIOD

Questions will be addressed in the formal written response document from DOE to be distributed to all Contractors in advance of the bid due date. Use Attachment K – Question Submission Form to submit written questions for this solicitation. **DOE will not provide a response to any questions submitted in any other format.**

SECTION. 6 FORMAT AND DELIVERY OF PROPOSALS

All Bid Proposals must be submitted via electronic mail as Microsoft Word documents or as Excel Spreadsheets at a Microsoft Office 2021+ version level so that they are received by the Designated Contact at the e-mail address specified on the cover page of this Mini-Bid by the date and time specified in the Key Events and Dates.

All Bid Proposals must be organized and submitted in two parts (Technical and Financial) and prepared in the format and sequence supplied below. Failure to comply with this stipulation could be a basis for Proposal disqualification. Supplemental information about the products or services may be included as an addendum to the Proposal but not in place of the requirements listed below. This list of submission requirements is to help Proposers insure that their responses to this solicitation are complete.

COMPONENT	DETAILS
Technical Proposal	<ul style="list-style-type: none">• Company Information• Minimum Qualifications• Letters of reference• Program Plan• Organizational Capacity• Demonstrated Effectiveness• Previous Government Contracts Information, if any• Doing Business Data Form (Attachment I), which can also be downloaded from: https://www.nyc.gov/site/mocs/opportunities/dba.page• PASSPort: https://www.nyc.gov/site/mocs/passport/about-passport.page• W9: https://www.nyc.gov/site/mocs/opportunities/pip.page• Signature Page (Attachment A)• Financial Submission - Pricing Sheet (Attachment C)• Certification by Insurance Broker form (Attachment E)• Tax Affirmation Form (Attachment F)• Iran Divestment Act Compliance Rider (Attachment H)• Other Supplemental Information (samples, demos etc.)
Financial Proposal	<ul style="list-style-type: none">• Pricing sheet

Originally signed documents may be provided via electronic signature including DocuSign or Adobe Acrobat pdf format.

Bid proposals for this solicitation are due by Thursday, October 23, 2025, at 5:00 PM EST.

Electronic bid submissions are to be emailed to the following address: DCPTech@schools.nyc.gov

Email Subject Line: G0018 –Vendor Name– Submission

SECTION. 7 EVALUATION METHODOLOGY

7.1 EVALUATION METHODOLOGY

BASIS OF AWARD

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 bidder's fitness, reliability and ability to perform the services requested by the DOE.

All proposals received by the due date and time and at the location specified in this solicitation will be evaluated to determine whether the proposing entity meets the Minimum Qualification Requirements. Submissions that fail to show that the Minimum Qualification Requirements are met will not receive further consideration. Proposers must submit supporting documentation with their responses which are required by the Minimum Qualification Requirements.

Contract awards will be based upon the "Best Value Method" reviewing quality, cost and efficiency and the timely completion of contract negotiations between the Agency/Departments and the selected proposer(s).

An award will be made to the Contractor(s) who offers the best value solution. Below are the criteria which will be used to evaluate responses which meet the Minimum Qualifications Requirements:

- Technical – 70%
- Financial – 30%

DOE reserves the right not to award any contracts.

DOE reserves the right to award multiple vendors.

SHORTLIST

An evaluation committee will read and evaluate proposals and select a short list of Proposers who may be invited to present their solution and team. The proposers who are invited will be able to present their solution, explain or make clarifications regarding their response and their staff to the evaluation committee. After the presentation, Proposers will be asked to resubmit a revised proposal and budget as their Best and Final Offer ("BAFO") to be evaluated, and a final selection will be made.

BEST AND FINAL OFFER (BAFO)

Proposers will be asked to resubmit their BAFO to be evaluated, and a final selection will be made. The total price quoted/negotiated in the BAFO will be a fixed-price for the term of the Authorized User Agreement. Prices will remain firm for the entire duration of the project.

Vendor(s) selected for BAFO may also be asked to provide a Statement of Work (SOW) to address at a minimum:

- Project Objectives
- Program Plan
- Deliverables
- Project Timeline
- Resource Allocation
- Payment Schedule

FINAL PRICE

The total price quoted/negotiated in the BAFO will be a fixed-price for the term of the Agreement. Prices will remain firm for the entire duration of the project.

NEGOTIATIONS

The DOE reserves the right to:

- Reject all proposals submitted;
- Accept any proposal or alternate as submitted without negotiations;
- Accept or negotiate on all proposals submitted which fall within a competitive range;
- Require revisions to, corrections of, or other changes to any proposal submitted as a condition to its being given any further consideration;
- Select for negotiations only the overall best proposal or alternate submitted, as determined by the DOE;

- Negotiate with one or more Proposers in any manner it deems fit, (such negotiations may be concurrent or sequential as the DOE determines);
- Following the conclusion of any such negotiations, the DOE may solicit Best and Final Offers (“BAFO”) utilizing an appropriate procedure.
- Re-open negotiations after the BAFO procedure, if it is in the Department’s best interest to do so.

PROPOSAL VALIDITY

All Contractor responses to Authorized User Mini-Bids must remain open and valid for at least 120 days from the Mini-Bid opening date, unless the time for awarding the Authorized User Agreement is extended by mutual consent of the Authorized User and the Contractor. A Contractor’s Mini-Bid response shall continue to remain an effective offer, firm and irrevocable, subsequent to such 90-day period until either tentative award of the Authorized User Agreement by the Authorized User is made or withdrawal of the Contractor Submission in writing by the Contractor. Tentative award of the Authorized User Agreement shall consist of written notice to that effect by an Authorized User to a successful Contractor, who shall thereupon be obligated to execute a formal Authorized User Agreement.

7.2 EVALUATION CRITERIA

ROUND 1 - EVALUATION CRITERIA

SECTION	ROUND 1 EVALUATION CRITERIA	TOTAL POINTS
TECHNICAL	<ul style="list-style-type: none"> • Program Plan – 30 Points • Demonstrative Effectiveness – 25 Points • Organizational Capacity – 15 Points 	70 Points
FINANCIAL	<ul style="list-style-type: none"> • Cost – 30 Point Maximum 	30 Points
ROUND 1- PROPOSAL MAXIMUM TOTAL		100 Points

TECHNICAL – 70% (70 POINTS TOTAL)

The program plan must be clear, detailed and rational. The proposal must include a descriptive project plan, timeline and narrative as to how the proposed solution will provide the services required in this solicitation. Proposals must also demonstrate how proposed solution will satisfy goals and objectives of the project.

Proposals should also address the items below:

PROGRAM PLAN – 30 POINTS

- Program Plan for providing the required services is clear, professional, and rational. Must include a narrative addressing how the organization will meet the needs and goals with respect to implementation of the scope of work detailed in Section 2. This narrative must include a resource plan that will meet the deliverable requirements described.
- Program Plan meets the specifications and requirements of the scope of services. Must include a detailed description of monitoring mechanisms and escalation process to ensure services are delivered according to the agreed upon scope of work and schedule for this award.
- Demonstrates a clear understanding of the program's needs, goals, and objectives as specified. Must include a detailed description of methods that will be used to communicate updates such as project reports, schedule changes, risks, issues, etc., and the frequencies with which the vendor will issue these communications to the project team.
- Must include A detailed summary describing and rationalizing the correlation between the total numbers of hours proposed for each individual deliverable with the required work effort for that deliverable. The total number of hours discussed within the rationalization summary per deliverable must coincide with the total number of hours proposed per deliverable in the ATTACHMENT C – PRICING SHEET.
- Detail systems and structures in place to ensure project oversight and address escalations.
- Explain capacity and processes in place to collaborate effectively with the DOE.
- Program Plan is innovative and creative and exceeds the DOE’s scope as outlined.

DEMONSTRATED EFFECTIVENESS – 25 POINTS

- The evidence of prior successful experience is detailed and related to the proposed services, including effective program design, management, and evaluation. Must include a short description of two examples of recent successfully completed projects of similar size and scope.
- Clearly articulated details on the methods used and results obtained by those methods.
- Must include a thorough description of any experience on the part of the company or the individuals who will be managing the project that relates to the general requirements stated in this solicitation even if not specifically for all the technologies described in this solicitation.
- Demonstrated success in providing similar or related services in NYS or other large districts and/or related educational or governmental or quasi-governmental organization(s).
- Demonstrated evidence of reliable quality assurance, security measures, and adherence to established timelines.
- Demonstrated ability to adapt to and accommodate shifting priorities and circumstances.

ORGANIZATIONAL CAPACITY – 15 POINTS

- A detailed description of both the project and implementation teams, including management staff responsible for ensuring success of the project. Detail of their respective roles, responsibilities and the expertise offered by each individual must be included. In addition, include resumes, titles, education, technical backgrounds, years of relevant experience and any professional licenses they may hold. Indicate whether these key project personnel are subcontractors.
- Proposer must submit three (3) letters of reference or references, from organizations that have directly paid for services rendered. Each reference must state the date(s), location(s), and description of the service(s) provided

FINANCIAL– 30% (30 Points Total)

The Proposer with the lowest overall (for the entire project) cost will receive the maximum amount of points for these criteria, with Proposers with the second lowest cost receiving the second highest amount of points, etc.

- Use Attached Pricing Sheet, ATTACHMENT C - PRICING SHEET, to submit price for the services solicited. Use the yellow cells to input price for activity/deliverable.
- The lowest overall cost offered will receive the highest score and becomes the basis for scoring all other offers proposed. This is the formula used [lowest overall cost/total cost submitted * total possible points for the Cost criteria = Pricing Score]
- Responses which exceed GSA “maximum Not-To-Exceed prices” will be rejected.

Round 2 - Evaluation Criteria - Applicable to Proposers Short-Listed Only

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

Vendors selected to prepare Oral Presentations and Demos of that align with their proposed solution using criteria specifically geared to evaluate the oral presentation and demo.

DOE retains the discretion to proceed directly to award selection without conducting Round 2 Oral Presentations and Demonstrations.

SECTION	ROUND 2 EVALUATION CRITERIA	TOTAL POINTS
TECHNICAL	<ul style="list-style-type: none">• Business / Functional Understanding – 30 Points• Solution Engineering – 25 Points• Critical Supporting Features – 15 Points	70 Points
FINANCIAL	<ul style="list-style-type: none">• Cost – 30 Point Maximum	30 Points
ROUND 2- PROPOSAL MAXIMUM TOTAL		100 Points

Demo – 70% (70 Points Total)

Does the respondent's oral presentation demonstrate:

BUSINESS / FUNCTIONAL UNDERSTANDING – 30 POINTS

- A clear understanding of the business need (Domain knowledge)?
- A clear understanding of the business process flow to accomplish the function?
- A clear understanding of the key requirements of the solution?
- A clear understanding of the complexity/scale of NYC's needs?

SOLUTION ENGINEERING – 25 POINTS

- Is the solution user centric? How easy is the system to use, and can users access the information they need easily?
- Is the demonstrated solution's screen flow logical? Does the solution engage and guide the user effectively?
- Are the screens understandable, clear, well laid out, accessible?
- Is there a clear understanding of the data needed to accomplish the function?
- Is there a clear understanding of the security considerations related to the function?

CRITICAL SUPPORTING FEATURES – 15 POINTS

- What queries, reports, and analytics are available from the solution?
- How feasible is it that data be made available to parents and other stakeholders?
- How flexible and extendable is the solution?
- What level of training is needed to understand the system?
- How easy is the solution to support (i.e. operate, make enhancements and modifications)?

FINANCIAL– 30% (30 Points Total)

The Proposer with the lowest overall (for the entire project) cost will receive the maximum amount of points for these criteria, with Proposers with the second lowest cost receiving the second highest amount of points, etc.

- Use Attached Pricing Sheet, ATTACHMENT C - PRICING SHEET, to submit price for the services solicited. Use the yellow cells to input price for activity/deliverable.
- The lowest overall cost offered will receive the highest score and becomes the basis for scoring all other offers proposed. This is the formula used $[(\text{lowest overall cost} / \text{total cost submitted}) * \text{total possible points for the Cost criteria} = \text{Pricing Score}]$
- Responses which exceed GSA "maximum Not-To-Exceed prices" will be rejected

Attachment A – Signature Page

The Contractor Submission must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Mini-Bid (including any Questions/Answers or addendums), the GSA Contract and that all information provided is complete, true and accurate.

The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this Mini-Bid or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the Mini-Bid must be received as specified in Key Dates and Events. Contractor assumes all risks for timely, properly submitted deliveries of this Mini-Bid response. A Contractor is strongly encouraged to arrange for delivery of Mini-Bid responses prior to the date of the bid opening. LATE MINI-BID RESPONSES may be rejected. The received time of Mini-Bid responses will be determined by the clock at the Authorized User's location.

Contractor's Federal Tax Identification Number	DOE Vendor Identification Number (if have one)
Legal Business Name of Company Responding (must match the OGS Centralized Contract):	
D/B/A – Doing Business As (if applicable):	
GSA Contract Number:	
Contractor's Signature:	Printed or Typed Name:
Title:	Date:
<input type="checkbox"/> CONTRACTOR DECLINES TO RESPOND TO THE MINI-BID for the following reasons:	
<input type="checkbox"/> Insurance Affirmation: All insurance forms as per Lot requirements, have been provided to OGS and are up to date.	
<input type="checkbox"/> Additional Incentives	

Attachment A – Signature Page (continued)

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }

} SS.:

COUNTY OF _____ }

On the _____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at _____, and further that:

[Check One]

- ☐ If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ If a corporation): he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ If a partnership): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ If a limited liability company): he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Attachment B – Financial Submission Example

The following is an example of all elements that must be included in a Contractor’s financial submission document.

MINI-BID FINANCIAL SUBMISSION						
Each deliverable is to include specific title(s) with cost information. Each title must be sub-totaled. Each fixed-price deliverable must be sub-totaled. All deliverables must be totaled to a final fixed price for evaluation purposes for the Project. Responses which include pricing in excess of the “maximum Not-To-Exceed price” shall be rejected.						
Total Cost for Evaluation Purposes					\$ 44,900.00	

Deliverable Number 1	Deliverable Name: Business Requirements Document for Application ABC					
Title	Description	Total Hours	GSA Not to Exceed Contract Price	Mini-Bid Price	Sub Total	Cost
Sample Worker	Business Analyst	50.00	\$ 30.00	\$ 27.00	\$ 1,350.00	\$ 3,600.00
Sample Worker 2	Senior Business Analyst	50.00	\$ 50.00	\$ 45.00	\$ 2,250.00	
					\$ -	
Total Billable Fixed-Price Deliverable Cost (excluding Travel)						\$ 3,600.00

Deliverable Number 2	Deliverable Name: Functional Requirements Document for Application ABC					
Title	Description	Total Hours	GSA Not to Exceed Contract Price	Mini-Bid Price	Sub Total	Cost
Programmer 1	XML Development	100.0	\$ 90.00	\$ 75.00	\$ 7,500.00	\$ 17,500.00
Programmer 2	C++ Development	100.0	\$ 120.00	\$ 100.00	\$ 10,000.00	
					\$ -	
Total Billable Fixed-Price Deliverable Cost (excluding Travel)						\$ 17,500.00

Deliverable Number 3	Deliverable Name: Deployment of Application ABC Into Test Environment					
Title	Description	Total Hours	GSA Not to Exceed Contract Price	Mini-Bid Price	Sub Total	Cost
Trainer 1	Classroom Training	40	\$ 25.00	\$ 20.00	\$ 800.00	\$ 20,800.00
Project Manager	Lead	100	\$ 250.00	\$ 200.00	\$ 20,000.00	
					\$ -	
Total Billable Fixed-Price Deliverable Cost (excluding Travel)						\$ 20,800.00

Attachment C – Financial Submission/Pricing Sheet – See Excel Sheet

Attachment D – Insurance Requirements & Certificate of Insurance Sample

Insurance Requirements

Upon award the Contractor shall not commence performing services under this Contract unless all insurance required by the Contract is in effect. The Contractor shall ensure continuous insurance coverage in the manner, form, and limits required by this Contract.

Contractor shall maintain Commercial General Liability Insurance covering Contractor as Named Insured and the City of New York (the “City”) and the Board of Education of the City School District of the City of New York, together with their respective officials and employees, as Additional Insureds in the amount of at least \$1,000,000 per occurrence for bodily injury (including death) and property damage, \$1,000,000 for personal and advertising injury, and an aggregate limit of at least \$2,000,000. Such insurance shall protect the Board, the City and Contractor from claims that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 00 01. There is no obligation that ISO Form CG 00 01 itself be used, provided the alternative form contained in its policy provides coverage at least as broad as the specified form.

1. Such Commercial General Liability Insurance shall name the City of New York, and the Board of Education of the City of New York, together with their respective officials and employees, as Additional Insureds with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26. There is no obligation that ISO Form CG 20 10 or CG 20 26 itself be used, provided that the alternative provision or endorsement contained in its policy provides coverage at least as broad as the specified form.
2. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII, a Standard & Poor’s rating of at least A, a Moody’s Investors Service rating of at least A3, a Fitch Ratings rating of at least A-, or a similar rating by any other nationally recognized statistical rating organization acceptable to the City Corporation Counsel, unless prior written approval is obtained from the City Corporation Counsel.
3. Contractor shall not obtain or use any insurance policy(ies) or contract(s) for purposes of this Agreement that contains any endorsement exclusions relating to an additional insured’s negligence, relating to the maintenance, use and operation of an additional insured’s realty or personality, or relating to any other activities by an additional insured that arise from, or in the context of, this Agreement.
4. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City or DOE.
5. Certificates of Insurance or certified copies of policies for insurance required in this Article must be submitted to and accepted by the Board prior to or upon execution of this Agreement. All such Certificates of Insurance shall be accompanied by the required additional insured endorsements and a duly executed “Certification by Insurance Broker or Agent” in the form available at: https://infohub.nyced.org/docs/default-source/default-document-library/procurement-insurance_certification_by_broker_form.pdf?sfvrsn=52b89163_2. In lieu of submitting a Certificate of Insurance, the Contractor may submit a copy of a required policy as certified by an authorized representative of the issuing insurance carrier. The Board’s receipt of such proof of insurance shall be a condition precedent to any payment by the Board to the Contractor under this Agreement.
6. Contractor shall provide the Board and the New York City Law Department with a copy of any policy required under this Article upon the demand for such policy by the Board or the New York City Law Department.
7. Insurance coverage in the amounts provided for herein shall not constitute a limit of Contractor’s liability and shall not relieve Contractor for any liability that might exceed such amounts, nor shall the Board or the City be precluded from taking such other actions as are available to the Board and/or City under any other provisions of this Agreement or otherwise.
8. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under the Commercial General Liability policy, Contractor shall provide the insurer with timely notice thereof on behalf of the Board and the City of New York. Such notice shall be given even where Contractor may not have coverage under such policy (for example, where one of Contractor’s employees was injured). Such notice shall expressly specify that “this notice is being given on behalf of the City of New York, and the Board of Education of the City School District of the City of New York, including their respective officials and employees, as Additional Insureds” and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged,

or lost; and the title of the claim or suit, if applicable. Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007 and the Chancellor and/or their designee. If Contractor fails to comply with the requirements of this paragraph, Contractor shall indemnify the Board and City, including their respective officials and employees, for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Board and City, including their respective officials and employees.

Insurance Policy Deductibles or Retentions

Any deductibles or retentions in excess of \$5,000 shall be disclosed by the Contractor and shall be subject to advance written approval by the Chancellor or designee. Any deductible or retention amounts elected by the Contractor and/or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor. The Contractor shall be permitted to provide insurance of any type required under this Contract by means of a self-insurance program (or make use of any self-insured retention) only in the event (a) such program provides the BOE and the City, including their respective officials and employees, with all rights that would be provided by traditional insurance required by this Contract including, but not limited to, the defense obligations that insurers are required to undertake in liability policies, and (b) such self-insurance program is approved in advance by the Chancellor or designee. If the Contractor desires to provide any such insurance by means of a self-insurance program, the Contractor shall submit a statement satisfactory to the Chancellor or designee, signed by a party authorized to bind the Contractor and acknowledged by a notary public, by which the Contractor (i) affirms that such self-insurance program provides at least the same level of coverage as required by this Contract, (ii) agrees to assume responsibility for satisfying all obligations of the self-insurance program if such program for any reason fails to do so, and (iii) provides the BOE with the name and address of the office or official of its self-insurance program who is responsible for satisfying the self-insurance obligations. The foregoing requirements for advance approval include, but are not limited to, the Contractor's formation of, and/or participation in, any other alternative risk management arrangement(s) as a substitute for a traditional insurance policy(ies). In addition, the Contractor must provide the BOE Contract Manager with a written set of detailed rules and procedures for the BOE and/or the City to file a claim(s) and to obtain coverage under any risk retention fund(s) and/or any other alternative risk management arrangement(s) including, but not limited to, any required claim form(s), contact information, and any information required to be submitted with a claim(s). The Contractor's rules and procedures for submitting a claim(s) and obtaining coverage under any risk retention fund(s) and/or any other alternative risk management arrangement(s) shall be subject to approval by the Chancellor or Designee. Approval of any proposed self-insurance program, other alternative risk management arrangement(s) and the rules and procedures for submitting a claim(s) and obtaining coverage is at the sole discretion of the BOE. As determined by the Chancellor or Designee, any unreasonable failure and/or refusal by the Contractor and/or its agent(s) to accept and process a claim(s) from the BOE, the City and/or their agent(s) and/or any unreasonable disclaimer(s) of coverage by the Contractor and/or its agent(s) shall entitle the BOE to deduct from any compensation due and owing to the Contractor the amounts, as determined by the BOE and/or the City, of any and all resulting losses, damages, expenses (including, but not limited to, reasonable attorney fees), claims, demands, judgments, suits, allegations, liabilities, settlements and/or other costs that the BOE and/or the City, including their respective officials and employees, shall incur regarding any affected claim(s) and/or denial of coverage. The foregoing provisions shall apply equally to any subcontractor(s).

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		Clear	Save	DATE (MM/DD/YYYY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
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 HEREON IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
IDENTIFY LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE)
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)
					PERSONAL & ADW/LIURY
					GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident)
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: SAAGG
					AGG
	EXCESS UMBRELLA LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
	DEDUCTIBLE				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED?				OTHER
	IF YES, DISCLOSE UNDER SPECIAL PROVISIONS BELOW				E.L. EACH ACCIDENT
	OTHER				E.L. DISEASE - EA EMPLOYEE
					DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

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

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

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Attachment E - Certification by Insurance Broker Form

CERTIFICATES OF INSURANCE

Instructions to The New York City Board of Education

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) The Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures.

- OR -

(2) A copy of the complete insurance policy(ies) as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time the Contractor shall submit a certified copy of the policy.

Attachment E - Certification by Insurance Broker Form (continued)

NEW YORK CITY BOARD OF EDUCATION

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the New York City Board of Education and the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)].

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name & title of authorized official, broker, or agent (typewritten)]

State of)

) ss.:

County of)

Sworn to before me this ____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____

Attachment F – Tax Affirmation

A F F I R M A T I O N

The undersigned prospective awardee/contractor affirms and declares that said prospective awardee/contractor is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the prospective awardee/contractor to receive public contracts.

Full name of prospective awardee/contractor _____

Address _____

City _____ State _____

Zip _____

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

() A Individual or Sole Proprietorship

SOCIAL SECURITY NUMBER _____

() B Partnership, Joint Venture or other unincorporated organization

Employer Identification Number _____

() C Corporation

Employer Identification Number _____

By: _____

Signature

Title

(Must be signed by an officer or duly authorized representative.)

If a corporation, place seal here:

Under the Federal Privacy Act the furnishing of a Social Security Number by prospective awardees/contractor on City contracts is voluntary. Failure to provide a Social Security Number will not result in disqualification. Social Security Numbers will be used to identify prospective awardees/contractor to ensure their compliance with law and regulation and to assist the City in enforcement these laws and regulations.

Attachment G – Office of Equal Opportunity Requirements

EQUAL OPPORTUNITY REQUIREMENTS

For contracts of \$100,000 or more, Vendors who seek to do business with DOE must have in place an acceptable written “Affirmative Action Plan” (AAP). If such a plan is not on file with DOE’s Office of Equal Opportunity (OEO), DOE’s policy requires the rejection of a vendor’s bid as unresponsive.

A vendor's AAP must demonstrate substantive policies, quantitative goals and readiness of implementation. The following areas must be addressed within the document:

- Policy Statement
- Purpose of Plan
- Overall Implementation of Policy
- Administrative Responsibility
- Role of Equal Employment Opportunity
- Workforce Analysis Including Salaries
- Hiring Procedures and Standards
- Training for Job Advancement
- Underutilization
- Employment Goals and Timetables
- Sexual Harassment Prevention Policy
- Disabled Veterans Policy
- Vietnam Era Veterans Policy
- Other Applicable Statutes and Regulations
- OFCCP Audits

Upon submission of the AAP to the Office of Equal Opportunity’s Contract Compliance Unit, there will be a review to determine if the plan satisfies the EEO/AA requirements. If this submission satisfies the requirements, an approval from OEO will be issued.

Submit the AAP to

Francisco Melendez Contract Compliance Officer

New York City Department of Education

Office of Equal Opportunity, Contract Compliance Unit 65 Court Street, Room 1102

Brooklyn, New York 11201

Or fax to (718) 935-2531

Further information is available at the following website:

<http://schools.nyc.gov/Offices/GeneralCounsel/Investigative/OEO/MainPostings/ContractCompliance.htm>

Attachment H - Iran Divestment Act Compliance Rider

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR

NEW YORK CITY CONTRACTORS

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") §103-9. 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 if:

- (a) 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
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person' for forty-live 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.

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.

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:

- (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
- (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.

Attachment H – Iran Divestment Act Compliance Rider

BIDDER'S CERTIFICATION OF COMPLIANCE WITH

IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-9, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

I Please Check One!

BIDDER'S CERTIFICATION

☐ By submission of this bid or proposal, 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.

Dated: _____, New York

_____, 20

SIGNATURE _____

NAME _____

TITLE _____

State of)

) ss.:

County of)

Sworn to before me this ____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____

