

PURCHASE ORDER


**NEW YORK CITY
DEPARTMENT OF EDUCATION**

 03/18/2019
PURCHASE ORDER DATE

WO190066366
PURCHASE ORDER NUMBER

01
SUFFIX

TRACKING NUMBER

Vendor : ELEVATE EDUCATION INC Attention : Phone : (212) 999-4910 Street : 221 RIVER SREET OFFICE 9003 City : HOBOKEN State : NJ Zip Code : 07030 Vendor # : ELE447398 01 Contract # : MICRO BIDS/NO BIDS-S Fax # : Toll Free # :	Deliver To : NEW HS AT Q435 Attention : BTECH Phone : (718) 217-3613 Address : 230-17 HILLSIDE AVENUE, ROOM 316 City : QUEENS, State : NY Zip Code : 11427 LDA : Q3150001
Send Invoice To : NYC DEPARTMENT OF EDUCATION Attention : OFFICE OF PAYABLE OPERATIONS Phone : (718) 935-2850 Address : 65 COURT STREET, ROOM 1502 City : BROOKLYN, State : NY Zip Code : 11201	PO Initiator: MA, HANA Phone : (718) 217-3613 Email : HMA2@SCHOOLS.NYC.GOV
Special Delivery Instructions (If Any) : DELIVERY MUST BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF ORDER.	

I HEREBY CERTIFY THAT THE ITEMS ORDERED BELOW ARE NEEDED TO CONDUCT THE EDUCATIONAL OR ADMINISTRATIVE PROGRAM AND THAT THE PURCHASES IS IN ACCORDANCE WITH THE DEPARTMENT OF EDUCATION BIDDING, CONTRACT AND PURCHASING REGULATIONS. I CERTIFY THAT SUFFICIENT FUNDS HAVE BEEN RESERVED IN THE BUDGET ACCOUNT CODES LISTED BELOW

HENRY, PATRICE

Signature of Principal or authorized Department of Education official

3/18/2019

Date

Accounting Information

Fiscal Year: 2019

	<u>District</u>	<u>Quick Code</u>	<u>Object</u>	<u>Pre-Encumbrance</u>	<u>Location</u>	<u>Activity</u>	<u>Start Date</u>	<u>End Date</u>	<u>Amount</u>
1)	26	014556	0685	N/A	Q315	E74V	//	//	\$1,890.00
									Total Amount
									\$1,890.00

Item Detail Information

	<u>Description</u>	<u>Manufacturer Part #</u>	<u>Brand/Model</u>	<u>U/M</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
						<u>Per Unit</u>	
1) Item # -6	ACE YOUR EXAMS GRADES 9 AND 10			EACH	1.00	\$290.00	\$290.00
2) Item # -5	MEMORY MNEMONICS GRADES 9 AND 10			EACH	1.00	\$290.00	\$290.00
3) Item # -N/A	SHIPPING AND HANDLING			EACH	0.00	\$0.00	\$0.00
4) Item # -7	LICENSING FEE			EACH	6.00	\$25.00	\$150.00

PURCHASE ORDER

03/18/2019
PURCHASE ORDER DATE



NEW YORK CITY
DEPARTMENT OF EDUCATION

WO190066366
PURCHASE ORDER NUMBER
01
SUFFIX

		TRACKING NUMBER		
5) Item # -2	NOTE TAKING GRADES 9 AND 10	EACH	1.00	\$290.00 \$290.00
6) Item # -1	CLOSE READING GRADES 9 AND 10	EACH	1.00	\$290.00 \$290.00
7) Item # -4	STUDENT ELEVATION GRADES 9 AND 10	EACH	1.00	\$290.00 \$290.00
8) Item # -3	TIME MANAGEMENT GRADES 9 AND 10	EACH	1.00	\$290.00 \$290.00

Total Amount
\$1,890.00

PURCHASE ORDER



NEW YORK CITY DEPARTMENT OF EDUCATION

WO190066366
PURCHASE ORDER NUMBER

01
SUFFIX

03/18/2019
PURCHASE ORDER DATE

TRACKING NUMBER

INSTRUCTIONS PART I

THIS ORDER IS SUBJECT TO THE FOLLOWING INSTRUCTIONS, TERMS AND CONDITIONS

PLEASE BE ADVISED

This Purchase Order, when completed, is a business record of the Department of Education. Failure to follow appropriate regulations may result in disciplinary, administrative or civil action. It is a crime to knowingly make false entries on this form.

- A) Transportation Charges**
All transportation and any other charges must be prepaid to point of delivery unless otherwise indicated. Price on this order includes such charges.
- B) Delivery**
Delivery of all items is required as stated in the contract or as specified by "Notice to Deliver." Sidewalk deliveries will not be accepted. Vendor's agent shall place goods inside building in location designated by the principal or other authorized person, except when contract indicates special delivery instructions and such instructions are stated on the order.
- C) Delivery Hours**
Goods must be delivered between 9:00AM and 2:30PM, Monday through Friday, at other times, only by special arrangement.
- D) Delivery Time**
Orders must be completed within 30 days of order or within the time stated on the attached order.
- E) Non-Delivery, Rejections or Delays**
If items are not delivered within the time specified, the Director of OFO or his/her designee reserves the right to obtain such items or any part thereof from other sources via a buy-against procedure. Should the new price be greater than the contract price, the difference in cost, plus the cost of readvertisement and possible liquidated damages will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference, but the readvertisement cost and possible liquidated damages will be charged against the contractor. Unacceptable deliveries not in conformance with contract specifications will be rejected and must be replaced by the contractor within five (5) days. Failure to replace rejected items within time stated may result in the Director of OFO or his/her designee instituting a buy-against procedure as stated above. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the school shall have the right to dispose of them as its own property.
- F) Packing**
All items shipped must be assembled and packed in heavy duty cartons or suitably packaged as per contract requirements. Where practical, cartons shall weigh no more than 50 lbs. each.
- G) Markings**
Each container of multiple units, or items otherwise packaged, shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier; Department of Education, Purchase Order Number and/or Bid Number, and any other markings required by bid terms and conditions.
- H) Delivery Packing Slip**
All deliveries must be accompanied by a "VENDOR PACKING SLIP" properly prepared. The carton containing the "PACKING SLIP" must be marked "PACKING SLIP CONTAINED HEREIN".
- I) Billing Procedure**
Vendor may be required to submit proof of delivery signed by an authorized Department employee at delivery site. The vendor's customary invoice shall then be submitted to the Community School District Office or other Office indicated on the attached order. Invoices must be submitted within a reasonable time after delivery. Complaints about payments must be made in writing, within six months of delivery or within 30 days of the date an incorrect payment is warranted by the Comptroller.
- J) Assignment**
No assignment may be made without written consent of the Administrator of Purchasing, OFO or his/her designee and the Board of Review.
- K) Sales or Excise Taxes**
The City of New York is exempt from the payment of City and State Sales or Federal Excise Taxes.
- L) This order is subject to all bid terms and conditions.**
The contract number referenced must cover the items listed in this document.
The Department of Education maintains purchase orders files in invoice number order. For this reason it is advisable that all vendors maintain a file in purchase document sequence, in order to expedite any payment inquiries the vendor might have.
- M) Reps and Warranties**
All parties agree to cooperate fully in any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses, to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted bid, contract, lease, permit or license that is the subject of the transaction, investigation, audit or inquiry.
In addition to, and without limiting any other representations, the Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. The Contractor and its employees, agents and subcontractors must report to the Office of Special Commissioner of Investigation for the New York City School District ("SCI") any such interest or possible interest. The Contractor and its employees, agents and subcontractors must also report to the SCI any criminal activity of which they have knowledge concerning the execution or the performance of the Contract. The Contractor must inform, in writing, each employee, agent and subcontractor of his/her duty to report under this paragraph.

INSTRUCTIONS PART II

TO CONTRACTORS WHO HAVE SUBMITTED PROPOSALS TO THE OFFICE OF BUILDING SERVICES OF THE DIVISION OF SCHOOL FACILITIES:

1. Your proposal for work or material, or both as called for in the attached specifications is accepted. You are hereby ordered to perform that work and/or supply the necessary materials at the premises indicated (on the attached) at once. The Inspection Unit of the Office of Building Services must be notified in writing immediately upon commencement of work.
2. Certificate of Compensation Insurance showing compliance with the Workers' Compensation Law, and Certificate of Public Liability Insurance must be on file with the Contractor's Qualification Section of the Office of Administration, Division of School Facilities prior to commencement of work. Failure to maintain this insurance may render a contractor in default.
3. This notice constitutes a contract between you and the Department of Education of the City of New York, in accordance with the Form of Contract No. 1 dated Sept. 1, 1953, on file in the Office of Administration, and any subsequent amendments thereto.
4. Bills on Official Bureau Bill Forms must be rendered within five days, after furnishing the material or completing the work.
5. Where applicable, these instructions to contractors supersede those in PART 1.

PURCHASE ORDER
**NEW YORK CITY
DEPARTMENT OF EDUCATION**
WO190067753
PURCHASE ORDER NUMBER

01
SUFFIX

03/18/2019
PURCHASE ORDER DATE

TRACKING NUMBER

Vendor : ELEVATE EDUCATION INC Attention : Phone : (212) 999-4910 Street : 221 RIVER SREET OFFICE 9003 City : HOBOKEN State : NJ Zip Code : 07030 Vendor # : ELE447398 01 Contract # : MICRO BIDS/NO BIDS-S Fax # : Toll Free # :	Deliver To : LIFE ACADEMY HIGH SCHOOL FOR FILM A Attention : COMMUNITY SCHOOL DISTRICT 21 Phone : (718) 333-7750 Address : 2630 BENSON AVENUE, ROOM 341 City : BROOKLYN, State : NY Zip Code : 11214 LDA : K5590001
Send Invoice To : NYC DEPARTMENT OF EDUCATION Attention : OFFICE OF PAYABLE OPERATIONS-R Phone : (718) 935-2380 Address : 65 COURT STREET, ROOM 1502 City : BROOKLYN, State : NY Zip Code : 11201	PO Initiator: SOOCKA, SALOME Phone : (718) 333-7750 Email : SSOOCKA@SCHOOLS.NYC.GOV
Special Delivery Instructions (If Any) : DELIVERY MUST BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF ORDER.	
Additional Comments GRADE 9 ONLY MS. VINCENT	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>*****</p> <p>I HEREBY CERTIFY THAT THE ITEMS ORDERED BELOW ARE NEEDED TO CONDUCT THE EDUCATIONAL OR ADMINISTRATIVE PROGRAM AND THAT THE PURCHASES IS IN ACCORDANCE WITH THE DEPARTMENT OF EDUCATION BIDDING, CONTRACT AND PURCHASING REGULATIONS. I CERTIFY THAT SUFFICIENT FUNDS HAVE BEEN RESERVED IN THE BUDGET ACCOUNT CODES LISTED BELOW</p> <p style="margin-top: 40px;">KELCH,EUGENIA</p> <p>_____ Signature of Principal or authorized Department of Education official</p> </div> <div style="width: 35%; text-align: right;"> <p>3/18/2019</p> <p>_____ Date</p> </div> </div>	

Accounting Information

Fiscal Year: 2019

<u>District</u>	<u>Quick Code</u>	<u>Object</u>	<u>Pre-Encumbrance</u>	<u>Location</u>	<u>Activity</u>	<u>Start Date</u>	<u>End Date</u>	<u>Amount</u>
1) 21	014635	0685	N/A	K559	FQXE	//	//	\$2,320.00

Total Amount

\$2,320.00

Item Detail Information

<u>Description</u>	<u>Manufacturer Part #</u>	<u>Brand/Model</u>	<u>U/M</u>	<u>Qty</u>	<u>Price</u> <u>Per Unit</u>	<u>Amount</u>
1) Item # - 1 GRADE 9 STUDENT ELEVATION WORKSHOP			EACH	2.00	\$290.00	\$580.00
2) Item # - N/A SHIPPING AND HANDLING			EACH	0.00	\$0.00	\$0.00
3) Item # - 1 GRADE 9 TIME MANAGEMENT WORKSHOP			EACH	3.00	\$290.00	\$870.00
4) Item # - 1 GRADE 9 MEMORY WORKSHOP			EACH	3.00	\$290.00	\$870.00

PURCHASE ORDER

03/18/2019
PURCHASE ORDER DATE



NEW YORK CITY DEPARTMENT OF EDUCATION

WO190067753
PURCHASE ORDER NUMBER
01
SUFFIX

TRACKING NUMBER

Total Amount
\$2,320.00

PURCHASE ORDER



NEW YORK CITY DEPARTMENT OF EDUCATION

WO190067753
PURCHASE ORDER NUMBER

01
SUFFIX

03/18/2019
PURCHASE ORDER DATE

TRACKING NUMBER

INSTRUCTIONS PART I

THIS ORDER IS SUBJECT TO THE FOLLOWING INSTRUCTIONS, TERMS AND CONDITIONS

PLEASE BE ADVISED

This Purchase Order, when completed, is a business record of the Department of Education. Failure to follow appropriate regulations may result in disciplinary, administrative or civil action. It is a crime to knowingly make false entries on this form.

- A) Transportation Charges**
All transportation and any other charges must be prepaid to point of delivery unless otherwise indicated. Price on this order includes such charges.
- B) Delivery**
Delivery of all items is required as stated in the contract or as specified by "Notice to Deliver." Sidewalk deliveries will not be accepted. Vendor's agent shall place goods inside building in location designated by the principal or other authorized person, except when contract indicates special delivery instructions and such instructions are stated on the order.
- C) Delivery Hours**
Goods must be delivered between 9:00AM and 2:30PM, Monday through Friday, at other times, only by special arrangement.
- D) Delivery Time**
Orders must be completed within 30 days of order or within the time stated on the attached order.
- E) Non-Delivery, Rejections or Delays**
If items are not delivered within the time specified, the Director of OFO or his/her designee reserves the right to obtain such items or any part thereof from other sources via a buy-against procedure. Should the new price be greater than the contract price, the difference in cost, plus the cost of readvertisement and possible liquidated damages will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference, but the readvertisement cost and possible liquidated damages will be charged against the contractor. Unacceptable deliveries not in conformance with contract specifications will be rejected and must be replaced by the contractor within five (5) days. Failure to replace rejected items within time stated may result in the Director of OFO or his/her designee instituting a buy-against procedure as stated above. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the school shall have the right to dispose of them as its own property.
- F) Packing**
All items shipped must be assembled and packed in heavy duty cartons or suitably packaged as per contract requirements. Where practical, cartons shall weigh no more than 50 lbs. each.
- G) Markings**
Each container of multiple units, or items otherwise packaged, shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier; Department of Education, Purchase Order Number and/or Bid Number, and any other markings required by bid terms and conditions.
- H) Delivery Packing Slip**
All deliveries must be accompanied by a "VENDOR PACKING SLIP" properly prepared. The carton containing the "PACKING SLIP" must be marked "PACKING SLIP CONTAINED HEREIN".
- I) Billing Procedure**
Vendor may be required to submit proof of delivery signed by an authorized Department employee at delivery site. The vendor's customary invoice shall then be submitted to the Community School District Office or other Office indicated on the attached order. Invoices must be submitted within a reasonable time after delivery. Complaints about payments must be made in writing, within six months of delivery or within 30 days of the date an incorrect payment is warranted by the Comptroller.
- J) Assignment**
No assignment may be made without written consent of the Administrator of Purchasing, OFO or his/her designee and the Board of Review.
- K) Sales or Excise Taxes**
The City of New York is exempt from the payment of City and State Sales or Federal Excise Taxes.
- L) This order is subject to all bid terms and conditions.**
The contract number referenced must cover the items listed in this document.
The Department of Education maintains purchase orders files in invoice number order. For this reason it is advisable that all vendors maintain a file in purchase document sequence, in order to expedite any payment inquiries the vendor might have.
- M) Reps and Warranties**
All parties agree to cooperate fully in any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses, to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted bid, contract, lease, permit or license that is the subject of the transaction, investigation, audit or inquiry.
In addition to, and without limiting any other representations, the Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. The Contractor and its employees, agents and subcontractors must report to the Office of Special Commissioner of Investigation for the New York City School District ("SCI") any such interest or possible interest. The Contractor and its employees, agents and subcontractors must also report to the SCI any criminal activity of which they have knowledge concerning the execution or the performance of the Contract. The Contractor must inform, in writing, each employee, agent and subcontractor of his/her duty to report under this paragraph.

INSTRUCTIONS PART II

TO CONTRACTORS WHO HAVE SUBMITTED PROPOSALS TO THE OFFICE OF BUILDING SERVICES OF THE DIVISION OF SCHOOL FACILITIES:

1. Your proposal for work or material, or both as called for in the attached specifications is accepted. You are hereby ordered to perform that work and/or supply the necessary materials at the premises indicated (on the attached) at once. The Inspection Unit of the Office of Building Services must be notified in writing immediately upon commencement of work.
2. Certificate of Compensation Insurance showing compliance with the Workers' Compensation Law, and Certificate of Public Liability Insurance must be on file with the Contractor's Qualification Section of the Office of Administration, Division of School Facilities prior to commencement of work. Failure to maintain this insurance may render a contractor in default.
3. This notice constitutes a contract between you and the Department of Education of the City of New York, in accordance with the Form of Contract No. 1 dated Sept. 1, 1953, on file in the Office of Administration, and any subsequent amendments thereto.
4. Bills on Official Bureau Bill Forms must be rendered within five days, after furnishing the material or completing the work.
5. Where applicable, these instructions to contractors supersede those in PART 1.

PURCHASE ORDER
**NEW YORK CITY
DEPARTMENT OF EDUCATION**

 03/18/2019
PURCHASE ORDER DATE

WO190069176
PURCHASE ORDER NUMBER
01
SUFFIX

TRACKING NUMBER

Vendor : ELEVATE EDUCATION INC Attention : Phone : (212) 999-4910 Street : 221 RIVER SREET OFFICE 9003 City : HOBOKEN State : NJ Zip Code : 07030 Vendor # : ELE447398 01 Contract # : 3 BIDS-SERVICES-MAR Fax # : Toll Free # :		Deliver To : INTERMEDIATE SCHOOL 187 Attention : JUSTIN BERMAN Phone : (718) 236-3394 Address : 1171 65TH STREET, ROOM 205 City : BROOKLYN, State : NY Zip Code : 11219 LDA : K1870001
Send Invoice To : NYC DEPARTMENT OF EDUCATION Attention : OFFICE OF PAYABLE OPERATIONS Phone : (718) 935-2850 Address : 65 COURT STREET, ROOM 1502 City : BROOKLYN, State : NY Zip Code : 11201		PO Initiator: CHUNG,JASMINE Phone : (718) 236-3394 Email : JCHUNG9@SCHOOLS.NYC.GOV
Special Delivery Instructions (If Any) : AS PER MR. J. BERMAN. DELIVERY MUST BE COMPLETED WITHIN		
<p align="center">*****</p> <p align="center">I HEREBY CERTIFY THAT THE ITEMS ORDERED BELOW ARE NEEDED TO CONDUCT THE EDUCATIONAL OR ADMINISTRATIVE PROGRAM AND THAT THE PURCHASES IS IN ACCORDANCE WITH THE DEPARTMENT OF EDUCATION BIDDING, CONTRACT AND PURCHASING REGULATIONS. I CERTIFY THAT SUFFICIENT FUNDS HAVE BEEN RESERVED IN THE BUDGET ACCOUNT CODES LISTED BELOW</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;"> <p>LIADIS,ROSANA</p> <hr/> <p>Signature of Principal or authorized Department of Education official</p> </div> <div style="text-align: center;"> <p>3/18/2019</p> <hr/> <p>Date</p> </div> </div>		

Accounting Information

Fiscal Year: 2019

	<u>District</u>	<u>Quick Code</u>	<u>Object</u>	<u>Pre-Encumbrance</u>	<u>Location</u>	<u>Activity</u>	<u>Start Date</u>	<u>End Date</u>	<u>Amount</u>
1)	20	014218	689A	WJ1906787	01	K187	E7EQ	//	\$19,165.00
Total Amount									\$19,165.00

Item Detail Information

	<u>Description</u>	<u>Manufacturer Part #</u>	<u>Brand/Model</u>	<u>U/M</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Amount</u>
1) Item # -NA	MEMORY AND MNEMONICS GRADE 7			EACH	11.00	\$290.00	\$3,190.00
2) Item # -NA	LICENSING FEE			EACH	1.00	\$25.00	\$25.00
3) Item # -NA	SHIPPING AND HANDLING			EACH	0.00	\$0.00	\$0.00
4) Item # -NA	TIME MANAGEMENT GRADE 6			EACH	11.00	\$290.00	\$3,190.00

PURCHASE ORDER

03/18/2019
PURCHASE ORDER DATE



**NEW YORK CITY
DEPARTMENT OF EDUCATION**

WO190069176
PURCHASE ORDER NUMBER
01
SUFFIX

TRACKING NUMBER

5) Item # -NA	STUDENT ELEVATION GRADE 6 AND 7	EACH	22.00	\$290.00	\$6,380.00
6) Item # -NA	ACE YOUR EXAMS GRADE 6 AND 7	EACH	22.00	\$290.00	\$6,380.00

Total Amount
\$19,165.00

PURCHASE ORDER



NEW YORK CITY DEPARTMENT OF EDUCATION

WO190069176
PURCHASE ORDER NUMBER

01
SUFFIX

03/18/2019
PURCHASE ORDER DATE

TRACKING NUMBER

INSTRUCTIONS PART I

THIS ORDER IS SUBJECT TO THE FOLLOWING INSTRUCTIONS, TERMS AND CONDITIONS

PLEASE BE ADVISED

This Purchase Order, when completed, is a business record of the Department of Education. Failure to follow appropriate regulations may result in disciplinary, administrative or civil action. It is a crime to knowingly make false entries on this form.

- A) Transportation Charges**
All transportation and any other charges must be prepaid to point of delivery unless otherwise indicated. Price on this order includes such charges.
- B) Delivery**
Delivery of all items is required as stated in the contract or as specified by "Notice to Deliver." Sidewalk deliveries will not be accepted. Vendor's agent shall place goods inside building in location designated by the principal or other authorized person, except when contract indicates special delivery instructions and such instructions are stated on the order.
- C) Delivery Hours**
Goods must be delivered between 9:00AM and 2:30PM, Monday through Friday, at other times, only by special arrangement.
- D) Delivery Time**
Orders must be completed within 30 days of order or within the time stated on the attached order.
- E) Non-Delivery, Rejections or Delays**
If items are not delivered within the time specified, the Director of OFO or his/her designee reserves the right to obtain such items or any part thereof from other sources via a buy-against procedure. Should the new price be greater than the contract price, the difference in cost, plus the cost of readvertisement and possible liquidated damages will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference, but the readvertisement cost and possible liquidated damages will be charged against the contractor. Unacceptable deliveries not in conformance with contract specifications will be rejected and must be replaced by the contractor within five (5) days. Failure to replace rejected items within time stated may result in the Director of OFO or his/her designee instituting a buy-against procedure as stated above. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the school shall have the right to dispose of them as its own property.
- F) Packing**
All items shipped must be assembled and packed in heavy duty cartons or suitably packaged as per contract requirements. Where practical, cartons shall weigh no more than 50 lbs. each.
- G) Markings**
Each container of multiple units, or items otherwise packaged, shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier; Department of Education, Purchase Order Number and/or Bid Number, and any other markings required by bid terms and conditions.
- H) Delivery Packing Slip**
All deliveries must be accompanied by a "VENDOR PACKING SLIP" properly prepared. The carton containing the "PACKING SLIP" must be marked "PACKING SLIP CONTAINED HEREIN".
- I) Billing Procedure**
Vendor may be required to submit proof of delivery signed by an authorized Department employee at delivery site. The vendor's customary invoice shall then be submitted to the Community School District Office or other Office indicated on the attached order. Invoices must be submitted within a reasonable time after delivery. Complaints about payments must be made in writing, within six months of delivery or within 30 days of the date an incorrect payment is warranted by the Comptroller.
- J) Assignment**
No assignment may be made without written consent of the Administrator of Purchasing, OFO or his/her designee and the Board of Review.
- K) Sales or Excise Taxes**
The City of New York is exempt from the payment of City and State Sales or Federal Excise Taxes.
- L) This order is subject to all bid terms and conditions.**
The contract number referenced must cover the items listed in this document.
The Department of Education maintains purchase orders files in invoice number order. For this reason it is advisable that all vendors maintain a file in purchase document sequence, in order to expedite any payment inquiries the vendor might have.
- M) Reps and Warranties**
All parties agree to cooperate fully in any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses, to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted bid, contract, lease, permit or license that is the subject of the transaction, investigation, audit or inquiry.
In addition to, and without limiting any other representations, the Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. The Contractor and its employees, agents and subcontractors must report to the Office of Special Commissioner of Investigation for the New York City School District ("SCI") any such interest or possible interest. The Contractor and its employees, agents and subcontractors must also report to the SCI any criminal activity of which they have knowledge concerning the execution or the performance of the Contract. The Contractor must inform, in writing, each employee, agent and subcontractor of his/her duty to report under this paragraph.

INSTRUCTIONS PART II

TO CONTRACTORS WHO HAVE SUBMITTED PROPOSALS TO THE OFFICE OF BUILDING SERVICES OF THE DIVISION OF SCHOOL FACILITIES:

1. Your proposal for work or material, or both as called for in the attached specifications is accepted. You are hereby ordered to perform that work and/or supply the necessary materials at the premises indicated (on the attached) at once. The Inspection Unit of the Office of Building Services must be notified in writing immediately upon commencement of work.
2. Certificate of Compensation Insurance showing compliance with the Workers' Compensation Law, and Certificate of Public Liability Insurance must be on file with the Contractor's Qualification Section of the Office of Administration, Division of School Facilities prior to commencement of work. Failure to maintain this insurance may render a contractor in default.
3. This notice constitutes a contract between you and the Department of Education of the City of New York, in accordance with the Form of Contract No. 1 dated Sept. 1, 1953, on file in the Office of Administration, and any subsequent amendments thereto.
4. Bills on Official Bureau Bill Forms must be rendered within five days, after furnishing the material or completing the work.
5. Where applicable, these instructions to contractors supersede those in PART 1.