

THE CITY OF NEW YORK  
OFFICE OF TECHNOLOGY AND INFORMATION  
(The “Agency”)  
REQUEST FOR PROPOSALS (RFP)

FOR

---

Unified Communications System

**EPIN #: 85826P0003**

**Zohran K. Mamdani**  
**Mayor**

**Lisa Gelobter**  
**Commissioner/Chief Technical Officer**

**IT IS ILLEGAL TO ENGAGE IN PRACTICES THAT COULD UNDERMINE OR PREVENT THE FAIR AWARD OF A CONTRACT RELATED TO THIS SOLICITATION.**

**THE COMPTROLLER OF THE CITY OF NEW YORK IS CHARGED WITH THE AUDIT OF ALL NEW YORK CITY CONTRACTS. ANY CONTRACTOR WHO BELIEVES THAT THERE HAS BEEN UNFAIRNESS, FAVORITISM OR IMPROPRIETY IN THE APPLICATION PROCESS SHOULD INFORM THE COMPTROLLER OF THE CITY OF NEW YORK, OFFICE OF CONTRACT ADMINISTRATION, ONE CENTRE STREET, ROOM 835, NEW YORK, NEW YORK 10007; TELEPHONE NUMBER 2126692797.**

**TABLE OF CONTENTS:**

**PAGE #**

|                                                                                                                                 |    |
|---------------------------------------------------------------------------------------------------------------------------------|----|
| SECTION I: TIMETABLE.....                                                                                                       | 4  |
| SECTION II: SUMMARY OF THE REQUEST FOR PROPOSALS.....                                                                           | 5  |
| SECTION III: SCOPE OF SERVICES AND M/WBE REQUIREMENTS .....                                                                     | 6  |
| SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL .....                                                                            | 25 |
| SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES .....                                                              | 27 |
| SECTION VI: GENERAL INFORMATION TO PROPOSERS .....                                                                              | 28 |
| APPENDIX A: GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN<br>AND CLIENT SERVICES ..... | 31 |
| APPENDIX B: DEFINITIONS.....                                                                                                    | 32 |
| APPENDIX C: SYSTEM DESCRIPTIONS.....                                                                                            | 34 |
| APPENDIX D: PREVAILING WAGE SCHEDULES.....                                                                                      | 36 |
| ATTACHMENT A: PROPOSAL COVER LETTER.....                                                                                        | 37 |
| ATTACHMENT B: ACKNOWLEDGMENT OF ADDENDA .....                                                                                   | 38 |
| ATTACHMENT C: NON-DISCLOSURE AGREEMENT.....                                                                                     | 39 |
| ATTACHMENT D: PROPOSER QUALIFICATIONS.....                                                                                      | 40 |
| ATTACHMENT E: LOCAL OFFICE AND STAGING FACILITY LOCATIONS.....                                                                  | 44 |
| ATTACHMENT F: PRICE PROPOSAL TEMPLATES .....                                                                                    | 45 |
| ATTACHMENT G: NOTICE TO ALL PROSPECTIVE CONTRACTORS .....                                                                       | 46 |
| ATTACHMENT H: WHISTLEBLOWER PROTECTION EXPANSION ACT NOTICE AND CERTIFICATION.....                                              | 47 |
| ATTACHMENT I: IRAN DIVESTMENT RIDER AND CERTIFICATION .....                                                                     | 51 |
| ATTACHMENT J: SUBCONTRACTOR COMPLIANCE NOTICE.....                                                                              | 54 |
| ATTACHMENT K: PAID SICK LEAVE LAW CONTRACT RIDER .....                                                                          | 55 |
| ATTACHMENT L: DOING BUSINESS DATA FORM .....                                                                                    | 60 |
| ATTACHMENT M: DISPLACEMENT DETERMINATION FORM .....                                                                             | 61 |

**AUTHORIZED AGENCY CONTACT PERSON**

**Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:**

**Name:** Joney Mai  
**Title:** Contract Manager  
**Mailing Address:** Office of Technology & Innovation  
15 MetroTech Center, 18<sup>th</sup> floor  
Brooklyn, NY 11201  
**Telephone #:** 718-403-8506  
**E-Mail Address:** [jmai@oti.nyc.gov](mailto:jmai@oti.nyc.gov)

## **SECTION I: TIMETABLE**

### **A. Release Date of this Request for Proposals:     June 25, 2026**

All questions and requests for additional information concerning this RFP should be directed to Joney Mai, the Authorized Agency Contact Person, at:

**Telephone #:**                718-403-8506  
**E-Mail Address:**        [jmai@oti.nyc.gov](mailto:jmai@oti.nyc.gov)

*Proposers should submit questions no later than July 13, 2026, since the Agency may be unable to respond to questions received after that date.*

### **B. Proposal Due Date and Time and Location:**

- **Date:**                    **August 4, 2026**
- **Time:**                   3:00 PM (ET)
- **Submission:**        Proposals must be submitted through the Procurement and Sourcing Solutions Portal ("PASSPort").

**Link to PASSPort:**

[https://passport.cityofnewyork.us/page.aspx/en/rfp/request\\_browse\\_public](https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public)

Please submit your proposal by both acknowledging the receipt of the RFx in the Acknowledgement Tab and completing your response in the Manage Responses Tab in PASSPort on or before the due date and time. Attachments uploaded in PASSPort must be in unalterable electronic format, preferably .pdf. Mailed, e-mailed or faxed proposals will not be accepted by the Agency. E-mailed or faxed proposals will not be accepted by the Agency.

Proposals after the Proposal Due Date and Time are late and shall not be accepted by the Agency, except as provided under New York City's Procurement Policy Board Rules.

The Agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to this RFP which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

### **C. Anticipated Contract Start Date:                    January 8, 2027**

## **SECTION II: SUMMARY OF THE REQUEST FOR PROPOSALS**

### **A. Purpose of RFP**

The Agency is seeking an appropriately qualified vendor to provide procurement, licensing and implementation services, including cabling services and electrical work, for Next Generation Unified Communications equipment, Unified Communications on-premise and cloud applications, accessories and network infrastructure hosted by the Office of Technology & Information (“OTI”).

### **B. Anticipated Contract Term**

It is anticipated that the term of the contract awarded from this RFP will be for five (5) years commencing from the date of the notice to proceed. The contract may include two (2) two-year options to renew. The Agency reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

### **C. Anticipated Payment Structure**

It is anticipated that the payment structure of the contract(s) awarded from this RFP will be based on a combination of time and material fees tied to a not-to-exceed lump sum amount, and performance-outcome measures (i.e., unit payments tied to outcomes).

However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City’s best interest.

### **D. Minimum Qualification Requirements**

The following are the Minimum Qualification Requirements of this RFP. Proposers must address the Minimum Qualification Requirements in the PASSPort Questionnaire and submit their proposals as instructed. Proposals that fail to meet all these requirements will be rejected.

#### **1. Partner Qualifications**

- a. a current original letter from Cisco Systems, Inc (“Cisco”)
- b. a current original letter from Oracle Corporation (“Oracle”)
- c. a current original letter from Dell Technologies Inc. (“Dell”)
- d. a current original letter from Google LLC (“Google”)

#### **2. Local Office and Staging Facility (detailed description)**

#### **3. Managed Services Capability (detailed description)**

## **SECTION III: SCOPE OF SERVICES AND M/WBE REQUIREMENTS**

### **A. Agency Goals and Objectives for this RFP**

The Agency's goals and objectives for this RFP are:

- To provide procurement, licensing and implementation services, including cabling services and electrical work, for Next-Generation Unified Communications equipment and applications and accessories; cloud, application and network infrastructure; and artificial intelligence, hosted by OTI, to support the addition or modification of Unified Communications services at various City sites during the contract term.
- At the City's discretion, to procure, repair, replace, maintain, configure, upgrade and provide application development services for the City's Next-Generation Unified Communications-related hardware, applications, Virtual Machines (VMs) and hyperconverged solutions (e.g. VxRail), including the City's Cisco Unified Contact Center equipment and applications connected to Unified Communications services and the City's Call Control and Voice Mail equipment.
- At the City's discretion, to procure the services of dedicated personnel to assist City staff in the maintenance and operation of the City's Next-Generation Unified Communications platforms.

As part of the City's Next-Gen Unified Communications modernization efforts, the proposer should be able to procure, implement and support Contact Center AI services, including advanced virtual agents and intelligent routing, resulting in customer satisfaction and higher first-contact resolution rates. Automating routine tasks, reducing average handle time, and optimizing agent workloads will result in significant labor cost savings and improved operational efficiency.

To realize these benefits, this solicitation prioritizes platforms that deliver robust conversational AI, comprehensive real-time agent assistance, advanced analytics, and proven scalability to support high-volume environments. Equal emphasis is placed on strong data privacy protections, robust security controls, and seamless integration capabilities to ensure a successful, compliant, and effective AI implementation.

### **Core Capabilities of the Next-Generation Contact Center**

- Natural Language Processing (NLP) and Natural Language Understanding (NLU)
- AI-powered virtual agents (Voicebots & Chatbots)
- Real-time agent assistance utilizing AI
- AI-driven Quality Assurance and Performance Analytics
- Omnichannel AI integration and context preservation when interactions are moved between channels

Some of the terms used in this solicitation are defined in Appendix B.

### **B. Agency Assumptions Regarding Contractor Approach**

#### **1. Service Sites and Service Terms**

Sites containing Call Control, Voice Mail and Contact Center Servers are

- 2 MetroTech Center, Brooklyn
- 11 MetroTech Center, Brooklyn
- 365 S Randolphville, Piscataway

Sites containing Call Control, Voice Mail and Contact Center Servers may be added, removed, or relocated during the term of the contract. The City shall use best efforts to provide the Contractor thirty (30) days prior written notice in the event it intends to add, remove or relocate any of these Sites.

Details on the Call Center, Call Control and Voice Mail technical environment can be found in [Appendix C](#).

Other Services, including Unified Communications Transition services, may be performed at the location of any City agency within the five boroughs of New York City. Service for additional sites will be performed subject to the terms and conditions set forth in this Contract.

Unless specified elsewhere in this Contract, or requested by the City, all Service shall be performed during Regular Business Hours.

The City agrees to grant to the Contractor or Contractor's representative(s) access to the Sites for the purpose of performing Service under this Contract. Such access is subject to the City's operating and security procedures for each Site. The Contractor is required to comply with all reasonable security procedures that OTI may require and obtain required approvals before implementing any change to the Telephony Infrastructure.

## **2. Procurement Services**

When necessary for the operation and maintenance of the Telecommunications Equipment, and with the approval of the City, the Contractor will purchase licensing, Manufacturer parts, cables, other material and supplies. Except when the City has directed or consented otherwise, all parts and supplies to be provided under the Contract will be new and free from defects. Purchases may include, but will not be restricted to, items from manufacturers such as Cisco Systems, Dell, and Oracle.

Where the Contractor assumes a procurement role for the City, the highest standard of care shall be required of the Contractor to secure products and services at the lowest available price in accordance with the best interests of the City. The Contractor will be required, upon request, to provide written affirmation to the City of the procedures it followed to procure such products while optimizing quality, cost and efficiency, and, upon request, shall implement reasonable and appropriate instructions or recommendations of the City in effectuating such procurements.

When the Contractor purchases support or maintenance for any hardware item that it procures for the City, this support or maintenance shall not commence until the Contractor receives an email from OTI's designated project manager. Under no circumstance shall the Contractor set the start time for support or maintenance at any time that is not explicitly communicated to the Contractor by the OTI project manager, including at the times of shipment and delivery. At the time that such support or maintenance commences, the Contractor shall provide OTI with a report, in Microsoft Excel format, containing the following information:

- Hardware description

- Hardware part number
- Support or maintenance part number
- Support or maintenance start date
- Support or maintenance end date
- Any associated manufacturer service plan or contract numbers

Title for parts and supplies purchased under the Contract, and any associated documentation, including warranty information, will pass to the City upon payment. All Equipment removed from service will remain in the property of the City of New York. The City will, at its sole discretion, determine its disposition. In the event of a repair of Equipment under the Contractor's warranty, the removed component will become the Contractor's property and the replacement component will become the property of the City of New York.

In the event that any equipment or software is subsequently discontinued (end of life, end of sale, etc.) by the Manufacturer during the term of the Contract, the Contractor will notify the City immediately. The Contractor will report to the City on a quarterly basis on products (hardware and software) currently supported that will be discontinued (end of life, end of sale; etc.). In the event that any equipment or software is subsequently discontinued (end of life, end of sale, etc.) by the Manufacturer during the term of the Contract, the Contractor will, with the approval of the City, supply the City with equipment that is considered by the Manufacturer to be its successor model. If the manufacture designates no successor model, the Contractor will supply the City with equipment agreed to by both the Contractor and the City.

Invoices submitted for procurement services shall include supporting documentation, including invoices/quotes for equipment.

It is expected that any volume purchase discounts offered by a manufacturer will be passed on to the City in full.

*The Contractor must hold, and maintain throughout the term of the Contract, the following resale authorizations:*

- *Gold Level from Cisco*
- *Titanium Level from Dell (for VxRail)*

### **3. Cabling and Electrical Services**

The Contractor must provide structured cabling service and electrical work, including rack systems, grounding, and structured cabling to drops and jumpers needed to connect end devices and hardware. Depending on the Site, such work may require installers from IBEW Local 3 or CWA. Electrical work will be limited in scope, consisting of work comparable to these examples: (a) running a new circuit from an electrical panel; (b) reconfiguring an existing outlet; (c) supplying power cords with correct plug types; (d) installation and grounding of grounding buses to the building's ground; (e) grounding of communications and IT equipment to a grounding bus; (f) producing Visio electrical line diagrams for requested work.

Upon receipt of a request for Cabling and Electrical services, the Contractor will survey the site and provide the City with a Scope of Work ("SOW") and an itemized fixed-price quote within ten (10)

business days, adhering to the prices for labor and materials agreed upon in the Contract. The city at its discretion will issue a purchase order against this Contract to engage Cabling and Electrical Services.

#### **4. Unified Communications Transition**

When authorized via purchase order, the Contractor shall procure and assist the City in the implementation of Unified Communications telephony, including voice messaging system services, where required, at Sites to be determined in the five boroughs of New York. Such implementation shall include licensing and procurement of Telecommunications Equipment and be limited in scope to the Budget Director's certificate for each such installation ("Unified Communications Transition" or "Unified Communications Transition Service"). The Contractor shall stage deliveries at its own facilities and ship to locations as directed by the City.

Upon receipt of a request for Unified Communications Transition services, the Contractor will survey the site and provide the City with a Statement of Work (including the number of units to be installed) and an itemized fixed-price quote within ten (10) business days, adhering to the prices for labor and materials agreed upon in the Contract. The city at its discretion will issue a purchase order against this Contract to engage Unified Communications Transition Services.

#### **5. Repair, Replacement and Maintenance Services**

Upon receipt of a purchase order and within the times specified in the purchase order, the Contractor shall effect repairs or replacements necessary to restore the Equipment to Good Working Order in the shortest possible time. Repair efforts shall continue until the Equipment is in Good Working Order. Repair or replacement service can be engaged only after financial approvals are received from City for such services

The Contractor's Response to a request for repair or replacement service would commence immediately after financial approval is received from the City and continue until the problem is resolved. Where appropriate, the Contractor's initial Response, and – if and only if the City expressly concurs – the Contractor's continuing Response, may consist of procedures performed remotely (i.e., not at the City Site).

All preventive maintenance activities will be requested by the City via purchase order. Preventive maintenance service can be engaged only after financial approvals are received from City for such services. The City will specify the dates and the specific maintenance duties required for each planned preventive maintenance activity.

#### **6. Software Upgrade Services**

Upgrades to Call Control, Voice Mail or Contact Center software under the Contract will be carried out by the issuance of purchase orders which will set forth the scope of work for specific deliverables and services, and the amount and method of the Contractor's compensation. Within ten (10) business days of receipt of the request for Upgrade Services, the Contractor will provide the City with a detailed SOW, an itemized fixed-price quote for the SOW (adhering to the prices for labor and materials agreed upon in the Contract), and a detailed method of procedure for the City's review and approval, including proposed staffing and estimated number of hours for each deliverable, a proposed time schedule, a work plan, and a completion date. Such services shall be limited in scope by the Budget Director's certificate.

Sites currently containing Call Control, Voice Mail and Contact Center Servers are

- (a) 2 MetroTech Center, Brooklyn
- (b) 365 S Randolphville, Piscataway

Sites containing Call Control, Voice Mail and Contact Center Servers may increase or decrease in number or be relocated during the term of the Contract.

Details on the Call Center, Call Control and Voice Mail technical environment can be found in [Appendix C](#).

## **7. Application Development and Configuration Services for Contact Center Software**

The Contractor's application development and configuration services for Contact Center software will include, but not be limited to, the following:

- (a) Designing, developing and implementing advanced scripts for Cisco call routers at City agencies, using Cisco Unified Customer Voice Portal (CVP) and Intelligent Contact Management (ICM) scripting
- (b) Designing, developing and implementing scripts for Cisco Unified Contact Center Express (UCCX)
- (c) Design, development and implementation support for remote work utilizing Cisco Expressways and Cisco Cloud-Connected UC
- (d) Designing, developing and implementing support for Webex-to-Teams integration using the Cisco Call app for Microsoft Teams
- (e) Performing user, acceptance and load testing
- (f) Providing technical documentation
- (g) Providing 24x7 application support and maintenance
- (h) Providing training and knowledge transfer
- (i) Changing system parameters as needed

Contact Center-related application development services under the Contract, including any enhancements to existing applications, will be carried out by the issuance of separate purchase orders which will set forth the scope of work for specific deliverables and services as well as the amount and method of Contractor's compensation. Within ten (10) business days of receipt of a request for Application Development and Configuration Services, the Contractor will provide the City with a detailed SOW, an itemized fixed-price quote for the SOW (adhering to the prices for labor and materials agreed upon in the Contract), and a detailed method of procedure - including proposed staffing and estimated number of staff hours for each deliverable, a proposed time schedule, a work plan, and a completion date - for the City's review and approval. Such services shall be limited in scope by the Budget Director's certificate.

## **8. Training**

At the City's option, the Contractor, using live Stations, shall conduct training classes for City personnel on Unified Communications features, including Contact Center desktop applications for agents and supervisors. Such training classes shall be a minimum of forty-five (45) minutes in length and limited to no more than twenty (20) City employees per class. Such training shall occur according to a mutually-agreed-upon schedule at City-provided facilities using City-provided Unified Communications Station

Lines and Stations. Unless the training is provided by on-site personnel, labor charges for Training Services shall be at the unit price set forth in Schedule of Prices 2 and in accordance with Section II.(B)(19)(d) (Charges for Non-Enumerated Services).

**a. Executive Training.**

The Contractor shall train high ranking City officials on an individual basis in the use of Unified Communications features at such officials' site. Such high-ranking officials shall be determined at the City's sole discretion. The Contractor shall coordinate with the Communications Common Carrier and the Manufacturer(s) to ensure that comprehensive and high-quality training is provided.

**9. Design Services**

The Contractor shall provide, at the City's request, Telecommunications Equipment design assistance to assure the proper coordination or planning for modification and installation Services. Such Design services shall be provided at no charge.

**10. Consulting Services**

Under the direction of OTI, the Contractor will provide professional Consulting Services for Telecommunications-related services including, but not limited to, the expansion of Unified Communications service, assistance with advanced integrated telephony products and services, performing traffic studies, System upgrades, or design and implementation of other new telephony services and features as may available to the City. Such Consulting Services shall be provided at no charge.

**11. Non-Enumerated Services**

The Contractor shall perform work mutually agreed to by the Contractor and the City related to the operation and modification of the Telecommunications Equipment ("Non-Enumerated Services"). Such Non-Enumerated Services may include, but is not limited to: furnishing telecommunications products and services, either directly or through vendors; testing, refurbishing, and/or installation of City-owned equipment; furnishing and, as appropriate, installation of extra parts; training of technical staff; and furnishing and, as appropriate, installation of hardware, cable and wiring, goods or services, under any circumstances or schedules that differ from those described elsewhere in this Contract.

**12. On-Site Personnel**

At the City's request via a purchase order, the Contractor shall provide full-time on-site personnel dedicated solely to providing Services. All on-site personnel shall serve at the pleasure of OTI, and the City may re-assign on-site personnel from repair Service to Maintenance Service or Unified Communications Transition Service or Upgrade Service or Non-Enumerated Services, or vice-versa, during periods of low activity.

When engaged, such on-site personnel shall be present at the Site(s) during Regular Business Hours, except for a daily unpaid one-hour lunch break per technician scheduled in advance with the System Manager. Section III(B)(19)(e) describes the City's policies on payments for overtime work.

Services provided by on-site personnel shall be performed in the following descending order of priority: (a) Repairs and Replacements; (b) Maintenance; (d) Unified Communications Transition; (e) Software Modifications; (f) Training; (g) Design, Build and Engineering; and (h) Non-Enumerated Services.

On-site personnel shall compile complete documentation of all installations performed and update such records when the Equipment is changed or modified.

On-site personnel shall be required where necessary to instruct end users on an ad hoc (non-classroom) basis in the use of system features.

In the event that assigned on-site personnel are for any reason unavailable during their designated shifts to perform the service obligations under this Contract, then the Contractor shall provide, at no additional charge, alternative similarly-qualified personnel sufficient to fulfill the contractual obligations specified in this Contract. In the event that alternative personnel are not provided, then the Contractor shall provide the City with a credit for each hour that such personnel are not available; the credit shall be computed using the hourly labor rates specified in Schedule 2 of the Schedule of Prices. In the event that the lack of qualified substitute personnel extends beyond two (2) business days for a given technician position and the lack is not the fault of the City or the result of an event of force majeure, then at the City's option the amount of the credit owed shall be computed at 1.1 times the hourly rate for each hour that such personnel are not available. Credits shall be taken against the next monthly bill.

**a. On-Site UC Engineer**

At the City's request, the Contractor shall provide one or more On-Site Unified Communications Engineers. These On-Site Engineer(s) should have the following proficiencies:

1. Ability to understand new requirements for Unified Communications migrations, and create designs and bills of materials to meet industry standards
2. Ability to understand Unified Communications network requirements, and the ability to manage network related designs and configurations
3. Ability to stay current with new Unified Communications technologies and to make recommendations for improvements and to enhance productivity
4. Extensive hands-on experience with Cisco Unified Communications Manager/Unity Connection installs/upgrades
5. Experience with Cisco Unified Communications Manager 15.X and newer versions, and Unity Connection 15.X and newer versions
6. Ability to manage centralized dial plans to scale to thousands of phones
7. Familiarity with Cisco (including HCS) best practices; the ability to use Cisco and other third-party product best practices for all deployments and configurations
8. Experience with phone security and call encryption; thorough understanding of Cisco Unified Communications Manager, Unity Connection and phone security certs and their workflow
9. Knowledge of voice gateway and analog gateway encryption and voice security
10. Expert-level experience with SIP voice gateways
11. Capacity for teamwork and ability to create documentation and perform knowledge transfer to operational teams
12. Configuration and troubleshooting experience with and ability to deploy and manage Cisco Unified Contact Center Express 15.x and any newer or upgraded versions
13. Planning and coordinating multiple-vendor and City agency staff activities

14. Conducting complex diagnostic testing and analysis
15. Preparing and maintaining all required customer documentation
16. Experience with Cisco Expressways
17. Experience with Cisco HCS (VOSS)
18. Experience with Oracle SBCs
19. Experience with Cisco Unified Contact Center Enterprise is a plus
20. Advanced troubleshooting skills are a plus

b. **On-Site Contact Center Engineer**

At the City's request, the Contractor shall provide one or more On-Site Contact Center Engineers. These On-Site Engineer(s) should have the following proficiencies:

1. Ability to understand new Unified Communications requirements for Contact Center Enterprise and to create designs and bills of materials to meet industry standards
2. Ability to understand Contact Center network requirements and manage network-related designs and configurations
3. Ability to stay current with new Contact Center technologies, including cloud offerings, and make recommendations for improvements
4. Extensive hands-on experience with Cisco Contact Center Enterprise installs and upgrades
5. Experience with call recording and Contact Center reporting platforms
6. Experience with advance call flow scripting utilizing ICM and CVP
7. Planning and coordinating multiple-vendor and City agency staff activities
8. Conducting complex diagnostic testing and analysis
9. Preparing and maintaining all required customer documentation
10. Experience with Nuance products and Google cloud voice platforms are a plus

c. **On-Site System Technician**

At the City's request, the Contractor shall provide one or more On-Site System Technicians. The On-Site System Technician should have the following proficiencies:

1. Ability to describe the components of a Cisco Unified Communications solution and identify call signaling and media stream flows
2. Ability to provide an overview of administrator and end-user interface options in Cisco Unified Communications Manager, Cisco Unified Communications Manager Express, Cisco Unity Express, Cisco Unity Connection, Webex Cloud services, HCS and Cisco Unified Presence
3. Ability to understand call flows in Cisco Unified Communications Manager and Cisco Unified Communications Manager Express
4. Ability to perform endpoint and end-user administration tasks in Cisco Unified Communications Manager and Cisco Unified Communications Manager Express
5. Ability to describe the telephony features supported in Cisco Unified Communications Manager and Cisco Unified Communications Manager Express
6. Administering users in Cisco Unity Connection and Cisco Unified Presence, and enabling the most used features for these applications
7. Ability to describe the maintenance of Cisco Unified Communications solutions

d. **Termination of On-Site Personnel.**

OTI may elect to reduce the number of contracted on-site personnel or other contracted workers upon thirty (30) days written notice to the Contractor, in accordance with Section III(B)(13)(a). OTI may immediately terminate the services of any individual worker.

### **13. Standards of Performance**

#### **a. Personnel**

The Contractor shall employ only trained and qualified personnel to perform the Services to be provided pursuant to this Contract. If, in the sole judgment of the City, any worker does not meet these standards, or for any other lawful reason the City advises the Contractor that the worker be replaced, that worker shall be replaced immediately and shall not thereafter be assigned to perform work required in the performance of this Contract.

#### **b. Standards of Work**

All Service shall be performed in a neat and orderly fashion and shall conform to acceptable industry telephone installation and repair practices, and to the specific practices of the Manufacturer(s) of equipment and materials to be used. All work areas shall at all times be kept clean and free from debris and shall not be used by the Contractor as a storage area for tools or supplies, other than those designated for use in the provision of Services related to this Contract.

#### **c. Telecommunications Equipment and Code Compliance Requirements**

The Contractor shall provide all labor, tools and test equipment and other supplies and materials necessary to install, program, test, or repair all Equipment. All Services performed shall comply with all appropriate codes, statutes and regulations, and shall conform to accepted telephone industry installation and repair practices, and to the specific practices and recommendations of the Manufacturer(s) of the Telecommunications Equipment and materials to be used. All electrical equipment installed pursuant to this Contract shall be grounded in accordance with the Manufacturer's recommendations or specifications.

#### **d. Contract Performance**

The Contractor must provide requested quotes in response to procurement requests within two (2) business days. Once OTI approves and issues a purchase order for a procurement, the Contractor will immediately place the order with the manufacturer and will advise OTI on the estimated times of delivery. The Contractor will keep records of the turnaround times of orders placed by the City, and will create reports on these turnaround times upon request.

The Contractor must follow OTI change management procedures for all services, including maintenance, audits, inspections, upgrades, and requested services.

The Contractor's personnel, or its subcontractors' personnel, will report any Site arrival and departure to OTI, giving details of work performed at the Site and the status of the Site.

### **14. Contractor's Responsibility**

#### **a. Equipment to be New**

Except for repairs, or where the City has directed or consented otherwise, all Equipment to be provided under this Contract shall be New and free from defects. Where the interim use of any item which is not New is consented to by the City, the Contractor shall replace the used or refurbished item in accordance with the timetable agreed to by the Contractor and the City at the time of the item's installation. Where the City consents to the permanent use of any item which is not New, the Contractor shall pass to the City any reduced price for such item.

**b. Discontinued Stock**

In the event that any Equipment is discontinued by the Manufacturer during the Service Term, the Contractor will supply the City with equipment that is considered by the Manufacturer to be its successor model at a price not to exceed the sum of the unit price of the discontinued equipment plus or minus the documented difference in the cost to the Contractor between the discontinued equipment and the replacement/successor equipment. The Contractor will be required to notify the City of such discontinuance and provide such cost documentation prior to the provision of such replacement Equipment. See Section III(B)(2) for details concerning procurement

**c. Equipment**

Title for equipment purchased under this Contract shall pass to the City upon payment. Except in cases of repair of equipment under warranty, all equipment removed from service shall remain in the property of the City of New York. The City shall, at its sole discretion, determine its disposition. In the event of a repair of equipment under warranty, the removed component shall become the Contractor's property, and the replacement component shall become the property of the City of New York.

**15. Notification Procedures**

The Contractor shall designate, by letter addressed to the City, one or more members of its technical staff to be the primary liaison with the City ("Technical System Representative(s)"). The Technical System Representative shall be responsible for overseeing the provisions of the Services under this Contract, and for providing any other information related to this Contract as may be requested by the City.

The City shall designate by letter addressed to the Contractor one or more members of the City staff to be the primary liaison with the Contractor ("System Manager(s)"). Such letters shall designate the authority delegated to System Manager. It shall also list the names, titles and telephone numbers of the persons to whom the System Manager reports, up to and including the Commissioner. Unless the Contractor is otherwise advised in writing, the System Manager shall have the authority to authorize Emergency repairs; order moves, changes, disconnects and additions of Equipment; request design assistance; and provide such information as may be required by the Contractor.

Wherever in this Contract a duty or responsibility is assigned to person(s) designated by job title, that duty or responsibility may be exercised by any of the persons to whom the designated person reports.

**16. Obligations of Contractor Surviving Termination**

In the event that the Contract is terminated for any reason, the Contractor agrees to make the following available to the City to the extent of funds available under this Contract:

- For Equipment which the Contractor manufactures (if any), extra parts at prices not to exceed Contractor's then-current prices for the shorter of the term of the Contract or three (3) months after the Contractor no longer manufactures or maintains the Equipment. Where the Contractor no longer manufactures or supports any Equipment, the City shall be afforded the opportunity to purchase such Equipment at the Contractor's then current prices, to the extent such products are available.
- For Equipment which the Contractor distributes, extra parts at a price not to exceed the Contractor's then-current prices during the period in which the Manufacturer(s) will supply the Contractor with the Equipment in question. Where the Contractor's distributorship is terminated, the Contractor shall afford the City the opportunity to purchase such Equipment at the Contractor's then-current prices, to the extent such products are available.

## **17. Warranties**

### **Contractor warrants that:**

- The Equipment sold and any installation thereof under this Contract will, under normal use and service, be free from defects and faulty workmanship for the shorter of: (i) ninety (90) days from the date of installation; (ii) until the end of the warranty period for the Customer's existing installation; or (iii) until the end of the Contract between the Contractor and the City ("Warranty Period"). Contractor's sole obligation and City's sole remedy under the Warranty is either the replacement or repair of the defective component, or redoing the faulty installation. Such obligation and remedy are conditioned upon: (a) the Equipment not having been altered, mishandled or misused (including use in conjunction with equipment electrically or mechanically incompatible or of inferior quality or performance), improperly stored, operated or repaired by any party other than Contractor or; (b) the Equipment not having been damaged by fire, explosion, power failure or any act of nature; or (c) the installation not having been performed by any party other than Contractor; and (d) notice of the defect having been received by Contractor during the Warranty Period. No portion of the Equipment shall be returned to Contractor without the written consent of both parties. The repair or replacement of the defective component or the redoing of any installation shall not extend the Warranty Period. This warranty does not apply to components of the Telecommunications Equipment which are normally consumed in operation or which have a normal life inherently shorter than the Warranty Period or which are manufactured by other than the Company for which the Contractor is an agent or distributor. Where Equipment or other goods purchased or licensed under this Contract is manufactured by other than the Contractor, then the Contractor shall assign the Manufacturer(s) Warranty or Warranties to the City to the extent permitted by the Manufacturer, and shall warrant its work with respect to such equipment in accordance with the standards set forth above.
- All parts of the Telecommunications Equipment, cabling, specialized connectors and patch panels purchased and/or installed pursuant to this Contract are to be delivered free from claims (whether for patent or copyright infringement or the like), liens or encumbrances of any kind.
- In the event of any breach of this Contract by the Contractor that shall continue thirty (30) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to the Contractor by the City, the City shall have the

right to either terminate this Contract by providing written notice thereof to the Contractor and/or to avail itself of any and all remedies available at law or equity.

- The Contractor shall not be liable for any damages resulting from the City's use of the equipment provided under this Agreement in combination with other equipment that the equipment provided by the Contractor is not designed to operate with. Upon the City's request, the Contractor shall provide specifications of equipment that its equipment is designed to operate in combination with.
- In the event that the City fails to pay the charge for Service or additional services when due, the Contractor shall have the right to suspend its performance under this Contract upon providing written notice thereof to the City and/or to terminate this Contract if the City has not paid to the Contractor all amounts due the Contractor within forty-five (45) days of Contractor's written notice thereof.
- In the event this Contract is terminated by either party, neither party shall have further obligations to the other party except that the Contractor shall refund to the City any portion of the charge paid for Service for the period subsequent to the effective date of termination less any amounts due Contractor for Service and/or claim for additional services performed prior to such termination. Termination of this Contract shall not constitute a waiver by the Contractor of any amounts due the Contractor at the time of termination.
- THE WARRANTIES AND REMEDIES SET FORTH ABOVE CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THIS CONTRACT AND ARE THE CITY'S EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARE EXCLUDED FROM THIS CONTRACT. THE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY BREACH OF THIS CONTRACT OR FOR ANY ACTION ARISING THEREUNDER.

## **18. Pricing**

Prices charged by Contractor for items for which there is no proposed price shall not be greater than the Contractor's Most Favored Customer Price. If the Contractor's then-current price for any such item under this Contract is lower than the Most Favored Customer Price, then: (a) the Contractor shall promptly notify the City in writing of such charge, and (b) such charge shall, without further action of the parties, convert to such lower price from the time such lower price became the Contractor's Most Favored Customer Price to the conclusion of the then-current Contract Year.

The discounted percentages from the manufacturer list price that the Contractor has submitted in the Schedule of Prices are to be maintained throughout the term of the Contract for all parts and licenses, including parts that are upgrades to current parts.

## **19. Billing**

Contractor shall not bill any amount above the unit price for the Service requested, nor shall Contractor un-bundle or bill separately any constituent part of the labor, parts, or material required to perform any Service described in this Contract. Portion of hours worked shall be billed in quarter-hour increments.

a. **Invoices**

The Contractor shall provide an invoice after requesting Agency has issued a purchase order or task order for procurement of hardware, software, or services, and after the Contractor has verified with Agency that goods and services were delivered in a satisfactory manner. Cabling and electrical services, Unified Communications transition services, software upgrade services, and application development and configuration services must be invoiced as a fixed cost. Part numbers on invoices used must be defined in the New York State Office of General Services (NYS OGS) Information Technology Umbrella Contract – Manufacturer Based (Statewide), Group: 73600 Award: 22802.

b. **Labor Charges**

There shall be no separate charge for any Service to be provided pursuant to this Contract except where a unit price in this Contract specifically excludes labor. Labor charges shall be the Contractor's charges as set forth in the Schedule of Prices and shall be limited to working hours spent at the Site and shall not include travel time. Portion of hours worked shall be billed in quarter-hour increments.

c. **Charges for Repairs or Replacement of Equipment**

Charges for equipment supplied by the Contractor pursuant to Section III(B)(5) shall be in accordance with the Schedule of Prices and Section III(B)(19)(d) below.

- The Contractor shall not bill the City for repairs performed on Equipment within ninety (90) days of its installation.
- The Contractor shall not bill the City for repair Service for any equipment under Warranty, as defined in Section III(B)(17).

d. **Charges for Non-Enumerated Services**

The Contractor shall provide in advance a written maximum price quotation for all work to be performed under this Section III(B)(19)(d) ("Maximum Price"). Such quotation must affirm that such Services and/or equipment are being provided at the Contractor's Most Favored Customer Price. The Contractor shall proceed with the Service only when the Maximum Price is approved in writing by the System Manager. In an Emergency, the Contractor may provide an oral Maximum Price which may be orally accepted by the Director. Any such oral price quotation and acceptance shall be confirmed in writing by the parties prior to the commencement of Service. The cost to the City shall in no event exceed the Maximum Price. Alternatively, where a Maximum Price is not practicable, the parties may agree that the Contractor shall proceed on a time and material basis. Charges for Services provided herein shall not exceed the actual labor hours times the labor rates specified in the Schedule of Prices. Charges for equipment provided shall not exceed the Contractor's Most Favored Customer Price.

e. **Payment for Overtime Work**

Overtime rates shall apply solely to labor charges for Service to be performed outside of Regular Business Hours and shall in no event be applied to charges for equipment. The determination of whether Service must be performed outside Regular Business Hours shall be made by the City, which shall approve in advance the number of Contractor's employees to be used. Labor charges shall be the Contractor's charges as set forth in the Schedule of Prices. Overtime charges shall be limited to time spent working outside of Regular Business Hours, and no charge shall be made for travel time or travel expense. Service performed on a Holiday observed by the Contractor but not the City shall not be considered overtime work.

**f. Audit and Post-Audit**

All invoices presented for payment and the books, records and accounts upon which those invoices are based shall be subject to audit by the Department and post-audit by the Comptroller.

**g. Payment for Service**

Payment will be budgeted by the City over time periods designated as "Contract Years". The period from the date specified in the Notice to Proceed to one (1) year thereafter shall be deemed "Contract Year One". Succeeding Contract Years shall be the annual periods commencing as of the close of the preceding Contract Year.

**h. Authorized Expenditures**

Subject to Section III(B)(19)(i), the annual price for all Services provided pursuant to this Contract shall be established by the Price Proposal workbook. The cost limitation for capital expenditures under this Contract, if any, shall be established by the Budget Director's certificate.

**i. Executory Provision**

The Contract shall be deemed executory only to the extent of the monies appropriated and made available for the Contract and the liability on account thereof. It is understood that neither the Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the Contract.

**j. Increase in Authorized Expenditures**

Where, in order to carry out and complete the purposes of the Contract, the Commissioner determines that (a) extra work, supplies, materials or equipment are required, and/or (b) the quantities of unit priced items or Services must be increased due to circumstances not reasonably predictable at the time the Contract is signed, then the annual price set forth in the solicitation or the maximum price in the Budget Director's certificate may be increased. However, any change which results in a net change in price which exceeds 10% of the annual price of the Contract Year shall first be authorized by the appropriate City official(s).

**20. Contractor's General Responsibilities for the Engagement**

The Contractor will have the following general responsibilities during this engagement:

- Designate one of its team members as project manager. The project manager will report to a City project manager and will be responsible for the following activities:
  - Maintain control over the work duties, schedule, budget and performance of the Contractor's team members on the project, including all subcontractors;
  - Report all material project events. The format of, and the means for, distributing all reports will be agreed upon at the beginning of the project;
  - Attend regular status meetings held in City of New York offices; and,
  - Possess overall responsibility for the success of the projects that make up the engagement.
- Be responsible for internal quality control of all deliverables, which should be prepared according to City standards in place at the beginning of the project. The final determination of the acceptance of deliverables lies with the City project manager;
- Maintain continuity of staff throughout the project. The City of New York must approve any changes in staff before such changes are planned or made;
- Maintain responsibility for its own administrative support. The City will not provide such support or associated materials, or accept billing for these services;
- Provide any necessary tools or equipment in support of its staff, including PCs and Microsoft Professional Office Suite software;
- Possess, by the time it is required to respond to any requisitions, at least the minimum insurance as outlined in Appendix A. Additional insurance may, as reasonably necessary, be required for a given requisition;
- Review existing information about e-Government activities in New York City to understand the City's e-Government standards, protocols, and technical enterprise architecture;
- Fully conform to the City's policies, technical standards, security policies and procedures, Web page design guidelines and privacy policies; and adhere to ADA compliance as defined by Section 508 of the Rehabilitation Act (29 U.S.C 794d);
- As appropriate, submit weekly timesheets signed by the employee and the engagement manager with each employee's hours detailed at the project level to the Agency designee for approval.
- The Contractor's project team will:
  - Comprise resources who are experts in their field and have significant experience in the technologies and solutions that are recommended. The City will not pay for research aimed at providing solutions for City requirements. All such information must either come from Contractor subject matter expertise or be researched at no cost to the City.
  - Perform internal quality assurance reviews before submitting all deliverables.

- Identify issues requiring the attention of the management team and assist in the management of their resolution; and
- Be available to work on-site at the City's locations as required during normal work hours, which are from 9AM to 5PM, Monday through Friday, excluding City holidays. (A holiday calendar is available upon request.) Note: Local resources should be recruited whenever possible, to minimize the Contractor's travel expenses.
- **Project Team:** Once assigned to the project for the duration specified in the proposal, the Contractor will not remove key or expert staff without the approval of the City. The Contractor shall replace unplanned departures within three work days, unless the City and the Contractor agree upon a different timeframe. The City reserves the right to direct the Contractor to replace in a prompt manner any staff whose services it deems unsatisfactory. Proposed replacement staff are subject to pre-approval in writing by the City, and the City shall have the right to interview the candidate(s) at no cost, upon request. The proposed replacement must have skills and level of experience comparable or superior to the person being replaced and be provided at the same or lower hourly rate. In addition, the Contractor shall not charge the City for the replacement's learning curve, if any; and, in the event key or expert staff is replaced in accordance with any of the foregoing provisions, then upon the City's request the Contractor is required, at no additional cost to the City (i.e., charging only for one staff resource), to provide a reasonable overlap period (which shall be one week, unless the City and the Contractor agree upon a different time) when both the original and the replacement work on the project together
- The Contractor is required to execute a non-disclosure agreement (Attachment C: Non-Disclosure Agreement) as a condition of contract award, and the Contractor and its subcontractors, if any, must comply with security and other administrative rules, regulations and policies set forth by the City, OTI, and the Requesting Agency.

## **21. OTI Responsibilities**

OTI will serve as the primary point of contact for the project teams and will manage the contract. As needed, the Office will:

- Provide the project team with strategic direction, documentation and any other information that could assist client consultations.
- Make available to the project team OTI staff and other City management and information technology staff knowledgeable in the City's systems and business practices.
- Review all deliverables and provide written responses indicating deliverable acceptance or rejection or required modifications throughout the project, and will authorize payments to the Contractor. The City may assign responsibility for review of systems integration project deliverables to its project monitoring consulting firm.
- Assign a staff member to act as liaison and primary contact for the project.

## **C. Agency Assumptions Regarding Payment Structure**

The Agency's assumptions regarding the performance-based payment structure that will most likely assure that the selected proposer will perform the work under the contract awarded from this RFP in a manner that is cost-effective for the Agency and most likely to achieve the Agency's goals and objectives set out above, is as follows:

- hourly fees; line- item reimbursements; performance/outcome based payments

**D. Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement**

Not Applicable.

**E. Compliance with Local Law 34 of 2007**

Pursuant to Local Law 34 of 2007, which amended the City's Campaign Finance Law, the City established 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. For the purposes of the database, proposers are required to complete the attached Doing Business Data Form (Attachment L) and return it with this proposal, in a separate envelope. (If the proposer 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 proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer 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 the determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer 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.

**F. Whistleblower Protection Expansion Act Rider**

Local Law Nos. 30 and 33 of 2012, the Whistleblower Protection Expansion Act, codified at sections 6-132 and 12-113 of the New York City Administrative Code, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Attachment H, the Whistleblower Protection Expansion Act Rider.

**G. Prevailing Wage Requirements**

Any work within the scope of services of this Contract involving construction trades requires compliance with New York State Labor Law. Any work within the scope of services of this contract involving building service occupations will require compliance with New York State Labor Law 230. The provisions of the New York City Living Wage Law [Admin Code 6-109] apply to any work within the scope of services of this Contract in day care services, food services, Head Start services, homecare services, services to persons with Cerebral Palsy, building services and temporary services. When federal funding is used for this Contract, any work involving construction trades is also subject to the requirements of the US Davis-Bacon Act, and any work involving service occupations may be subject to the US McNamara-O'Hara Service Contract Act.

The Contractor is responsible for complying with all subsequent Section 220/230 wage rates in effect during the term of the Agreement and should consider this in determining its prices. The Contractor will be paid by

the City in accordance with the prices contained in this RFP throughout the life of the contract, regardless of changes in the Section 220 and 230 wage rates.

The Section 220 Prevailing Wage schedule for July 1, 2025 to June 30, 2026 and the Section 220 Apprentice Prevailing Wage schedule for July 1, 2026 to June 30, 2026 are included as Appendix D. Updated prevailing wage information, and certified payroll report forms and instructions, can be found at the following websites of the NYC Office of the Comptroller:

<https://comptroller.nyc.gov/services/for-the-public/workers-rights/wage-schedules> (prevailing wage information)

[http://comptroller.nyc.gov/wp-content/uploads/2013/07/labor\\_law\\_payroll\\_form\\_2009.pdf](http://comptroller.nyc.gov/wp-content/uploads/2013/07/labor_law_payroll_form_2009.pdf) (payroll report form and instructions)

Adherence to Labor Law 220 and 230 will be strictly monitored and enforced.

In accordance with Executive Order 102, Contractor shall complete and sign a pre-award statement concerning wage requirements, and shall require that any subcontractors performing work estimated to exceed \$250,000 sign such statement.

#### **H. Compliance with the Iran Divestment Act**

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the attached Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency will be able to award a contract to that proposer only in situations where the proposer is taking steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to Attachment J for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form, and to <https://ogs.ny.gov/iran-divestment-act-2012> for additional information concerning the list of entities.

#### **I. Subcontractor Compliance Notice**

The selected vendor will be required to utilize the City's web-based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in this system during the Contract term.

Please read Attachment J, the subcontractor compliance notice, as it relates to competitive solicitations. The City's new web-based subcontractor reporting system is the Payee Information Portal at: <https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService>.

#### **J. Community Hiring Requirements**

Not Applicable.

#### **K. Paid Sick Leave Law Contract Rider**

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who perform more than 80 hours of work annually in New York City to be provided with paid sick time.

Contractors of the City of New York (or of other governmental entities) may be required to provide sick time pursuant to the PSLL. Attachment K, the Paid Sick Leave Law Rider, will be included in any contract awarded from this RFP and will incorporate the PSLL as a material term of such a contract.

## **SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL**

### **NOTICE TO ALL PROPOSERS: FAILURE TO COMPLETE THE “QUESTIONNAIRE” AND “ITEM” GRID TAB IN THE “PREPARE RFX” SECTION OF THIS SOLICITATION IN PASSPORT WILL RESULT IN REJECTION OF YOUR PROPOSAL**

It is strongly recommended that Proposers review **APPENDIX B (Glossary of Terms)**, **ATTACHMENT P (RFP FAQs)** and any published addenda before submitting inquiries regarding this RFP. Also, be aware that a number of proposal submission forms which are referenced in the PASSPort Questionnaire are attached to this RFP document or the RFX Documents tab.

To submit a complete and responsive Proposal Package, the proposer must fill in all the required fields and answers within the **Questionnaire** and **Items** tab in PASSPort. For assistance with responding to RFPs in PASSPort, please see the MOCS web page “[Respond to RFX in PASSPort](#)” and the PDF “MOCS\_Instructions - Responding to the RFX” in the Documents tab of this solicitation.

Please compile **the completed Technical Proposal** (the Experience, Organizational Capability, and Proposed Approach sections of the PASSPort Questionnaire tab) into a single PDF document and submit the PDF with the proposal.

#### **A. QUESTIONNAIRE TAB**

**NOTE:** The proposal will be evaluated on the basis of the quality of its content, not the number of words or pages. Accordingly, please limit the size of questionnaire answers that are entered into the textbox in PASSPort and ensure they are concise. Please adhere to the maximum number of words indicated for each questionnaire section in PASSPort.

##### **1. Section A – Minimum Qualifications**

Complete the Minimum Qualifications tab in PASSPort. Minimum Qualification Requirements of this RFP. As described in Section II(D), submit letters from Cisco, Oracle, Dell, and Google as well as a completed Attachment E. Proposals that fail to meet all of these requirements will be rejected.

##### **2. Section B – Experience (Scoring Weight is 50 Percent)**

Complete the Experience section of the Questionnaire tab in PASSPort. This section will be evaluated based on the extent to which the proposer successfully demonstrates successful relevant experience. maximum proposal evaluation score for this questionnaire section is fifty (50) percent.

##### **3. Section C – Organizational Capability (Scoring Weight is 25 Percent)**

Complete the Organizational Capability section of the Questionnaire tab in PASSPort. This section will be evaluated based on the proposer’s demonstrated organizational capability. The maximum proposal evaluation score for this questionnaire section is twenty-five (25) percent.

##### **4. Section D – Proposed Approach (Scoring Weight is 25 Percent)**

Complete the Approach section of the Questionnaire tab in PASSPort. This section will be evaluated based on the effectiveness of the proposer’s proposed approach to providing the services described in Section III.B of the RFP. The maximum proposal evaluation score for this questionnaire section is twenty-five (25) percent.

##### **5. Section E – Required Documents**

Questionnaires E1 to E5 ask the Proposer to affirm that required documents are uploaded from the Manage Documents section. Note that some proposal submission forms are included as attachments

to this RFP. Please extract the forms for completion and upload. The following required documents must be uploaded/attached in the submitted proposal.

- E1.** Proposal Cover Letter (Attachment A)
- E2.** Acknowledgment of Addenda (Attachment B)
- E3.** Proposer Qualifications (Attachment D)
- E4.** Price Proposal (Attachment F)
- E5.** Price Proposal – Performance Based Payment Structure
- E6.** Whistleblower Protection Expansion Act Notice and Certification (Attachment H)
- E7.** Technical Proposal (Combined PDF of Questionnaires A, B and C)

**6. Section F - Affirmations**

- F1.** Tax Affirmation
- F2.** Iran Divestment Act
- F3.** MacBride Principles

## **SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES**

### **A. Evaluation Procedures**

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms.

The Agency's evaluation committee will review and rate each technical proposal. The proposals will be ranked in order of highest to lowest technical score and the agency will establish a shortlist through a natural break in scores. The price proposals of the short-listed vendors will then be reviewed by the evaluation committee. These proposals will be ranked in order of lowest Price Per Technical Point, which shall be calculated by dividing the proposed price (or Best and Final Offer price, if applicable) by the final Technical Score.

### **B. Evaluation Criteria**

- Demonstrated quantity and quality of successful relevant experience **50%**
- Demonstrated level of organizational capability **25%**
- Quality of proposed approach **25%**
- Technical Proposal Total **100%**

### **C. Basis for Contract Award**

A contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected proposer.

Based on the final technical scores of the proposals, and after any applicable oral presentations, discussions and/or technical Best and Final Offers, the Agency will establish a shortlist through a natural break in scores, and those proposals still under consideration for award will be ranked in order of lowest Price Per Technical Point (PPTP), which shall be calculated by dividing the proposed price (or Best and Final Offer price, if applicable) by the final Technical Score. For example:

| Proposer | Technical Score | Proposer Price | Calculation           | PPTP Value  | Rank |
|----------|-----------------|----------------|-----------------------|-------------|------|
| Vendor 1 | 90              | \$100,000,000  | $100,000,000 \div 90$ | \$1,111,111 | #1   |
| Vendor 2 | 70              | \$95,000,000   | $95,000,000 \div 70$  | \$1,357,143 | #2   |

## **SECTION VI: GENERAL INFORMATION TO PROPOSERS**

**A. Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, New York, NY 10007, OCAMailbox@comptroller.nyc.gov, or at (212) 669-3916. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 180 Maiden Lane, 16<sup>th</sup> floor, New York, NY 10038; the telephone number is (212) 825-5959.

**B. Applicable Laws.** This Request for Proposals and the resulting contract award, if any, unless otherwise stated, is subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010 or at: <https://www.nyc.gov/assets/mocs/downloads/Regulations/PPB/PPBRules.pdf>.

**C. General Contract Provisions.** Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

**D. Contract Award.** Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite PASSPort Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

**E. Proposer Appeal Rights.** Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

**F. Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

**G. Prompt Payment Policy.** Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

**H. Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall

not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

**I. Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

**J. RFP Postponement/Cancellation.** The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

**K. Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.

**L. PASSPort Fees.** Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the PASSPort system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350. The estimated value for each contract resulting from this RFP is estimated to be above \$1 million.

**M. Charter Section 312(a) Certification.**

  X   The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

       The Agency has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.

       The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.



\_\_\_\_\_  
Commissioner/Agency Chief Contracting Officer/Designee

06/17/2026

\_\_\_\_\_  
Date

**Message from the New York City Vendor Enrollment Center**  
**Get on mailing lists for New York City contract opportunities!**

**Message from New York City's Department of Small Business Services**

**The Department of Small Business Services (SBS) offers one-on-one technical assistance to businesses that are interested in bidding on City contracts for the following goods and services: construction, construction related, standardized, and architectural and engineering. If you plan on bidding on this or any other City contract, contact SBS to schedule an appointment. The Department of Small Business Services will meet with you to review your particular proposal or submission, and provide feedback and guidance to help you submit the best proposal possible.**

**To schedule one-on-one technical assistance, email [techassist@sbs.nyc.gov](mailto:techassist@sbs.nyc.gov) and an SBS representative will contact you.**

**APPENDIX A: GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS,  
PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES**

A current copy of the general provisions governing contracts can be found at:

Addendum to Appendix A & Appendix A – General Provisions under the "Documents" tab in PASSPort.

## **APPENDIX B: DEFINITIONS**

For the purposes of this RFP, the following definitions will apply:

- 1.1 "City" means The City of New York, its employees, servants and contractors. Unless otherwise specified, responsibilities of the City under this Contract will be exercised by the Department (as herein defined).
- 1.2 "Commissioner" means the Commissioner of the Office of Technology & Innovation.
- 1.3 "Carrier" means outside entities providing services to or for the Telephone System, including Verizon, AT&T or other carriers.
- 1.4 "Comptroller" means the Comptroller of the City of New York.
- 1.5 "Contractor" means the successful proposer (*i.e.*, the proposer awarded a contract as a result of this solicitation).
- 1.6 "Department" or "Office" means the New York City Office of Technology & Innovation.
- 1.7 "Emergency" means a situation which, in the reasonable determination of the City, requires immediate action in order to preserve the City's ability to use the Telecommunications Equipment in the conduct of its business.
- 1.8 "Emergency Services" means any Services or Work (as herein defined) which in the reasonable judgment of the City, are required on an expedited basis and therefore may be ordered orally rather than in writing. Emergency Services shall include, but are not limited to, Emergency repairs, Emergency moves, changes, disconnections and Emergency additions of Telecommunications Equipment. Any oral order for Services or Work shall be confirmed in writing by the City as soon as practicable.
- 1.9 "Good Working Order" means the uninterrupted, trouble-free operation of the Equipment including, without limitation, all stations, attendant consoles, inter-connections with Carriers including dial tone and prescribed features, and all previously-equipped and/or Contractor- provided software and/or hardware-related features and services and functioning in accordance with the manufacturer's specifications for equipment.
- 1.10 "Holiday" means any holiday observed by the City on the date on which such holiday is observed by the City. Such holidays are subject to change by the City and are presently: New Year's Day, Martin Luther King Jr. Birthday (Observed), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.11 "Manufacturer" means one or more, as appropriate, original equipment manufacturer(s).
- 1.12 "Most Favored Customer Price" means the lowest price at which Contractor has sold or contracted to sell equivalent quantities of the same product or service in the twelve-month period preceding the award or during the Service Term of this Contract to any customer in the five Counties of New York City and the Counties of Nassau and Suffolk.
- 1.13 "New" means the latest version or issue of equipment which is neither used nor refurbished.
- 1.14 "Regular Business Hours" or "Business Day" means 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding Holidays. "Business Hour" means any hour within Regular Business Hours.
- 1.15 "Service" or "Services" or "Work" means the responsibilities the Contractor agrees to assume and perform pursuant to the terms of this Service Contract.

- 1.16 "Service Contract", "Agreement" or "Contract" means any agreement between the City and a Contractor resulting from this solicitation.
- 1.17 "Site" means any City-owned or City-occupied location served by the Telecommunications Equipment, as may be modified in accordance with the terms of the Contract.
- 1.18 "Station" means any single- or multi-line voice or other user end point connected to and activated by the Telephone System.
- 1.19 "System Manager" means the person(s) so designated by the City pursuant to Section III(B)(15).
- 1.20 "Telephone System" or "System" or "Telecommunications Equipment" or "Equipment" means any and all Unified Communications single- or multi-line voice or other end point and ancillary equipment, component, hardware and wiring situated between the user and the patch panel of the IP network, excluding PCs or PDAs, or any software-based applications that may reside on the PCs or PDAs.

## **APPENDIX C: SYSTEM DESCRIPTIONS**

### **Call Control and Voice Mail**

Locations: 2 MetroTech, Brooklyn, NY, and 365 S. Randolphville, Piscataway, NJ

Application Software:

- a. Cisco Unified Communications Manager 15.X
- b. Cisco Unified Unity Connection 15.X
- c. Cisco Expressways 15.2

Phones are distributed among 16 clusters, with all clusters connecting to a Cisco Session Manager Edition (SME) cluster to support a unified dial plan.

Hardware Environment:

- a. 8 Dell VxRail clusters at 2 Metrotech Center and 365 S. Randolphville, Piscataway, NJ
- b. VM Hypervisor: VMWare ESXi 8.X

### **Hardware Phones on Cluster**

| Phone model  | Qty          |
|--------------|--------------|
| 8841         | 29000        |
| 8851         | 4000         |
| 8861         | 360          |
| 8832         | 600          |
| 8811         | 580          |
| <b>Total</b> | <b>34540</b> |

### **Voice Gateways and Session Border Controller**

- a. CISCO ISR 4300/4400 series
- b. Cisco Catalyst 8200/ 8300 series
- c. Oracle SBC 4900 series

### **Contact Center Express**

Locations: 2 MetroTech, Brooklyn, NY and 365 S. Randolphville, Piscataway, NJ

2 Contact Center Express clusters running version 15.0

### **Unified Communications Delegated Administration**

VOSS CUCDM release 25 build 100

**Contact Center Enterprise Architecture and Design Layout**

Locations: 2 MetroTech, Brooklyn, and 365 S. Randolphville, Piscataway, NJ

Application Environment:

1. Cisco Unified Contact Center Enterprise version 12.6
2. Cisco Unified Customer Voice Portal (CVP) Version 12.6
3. Cisco Finesse version 12.6
4. Cisco Voice VXML Browser (VVB) version 12.6
5. Enterprise Chat and Email (ECE) version 12.6
6. Nuance version 11.0.14
7. Calabrio Advanced Quality Management and Workforce Management 11.5

**Third-Party Applications**

1. Calabrio AQM/ WFM
2. Nuance
3. eGain Analytics for Cisco Contact Center Enterprise

All quantities and locations are subject to change.

**APPENDIX D: PREVAILING WAGE SCHEDULES**

A copy of the Section 220 Prevailing Wage Schedule can be found at:

<https://comptroller.nyc.gov/wp-content/uploads/2025/07/ConstructionWorkersSchedule-2025-2026.pdf>

A copy of the Section 220A Apprentice Prevailing Wage Schedule can be found at:

<https://comptroller.nyc.gov/wp-content/uploads/2025/07/ConstructionApprenticeSchedule-2025-2026.pdf>

**ATTACHMENT A: PROPOSAL COVER LETTER**

**RFP TITLE: Unified Communications System**

**PIN #:85826P0003**

**Proposer:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Tax Identification #:** \_\_\_\_\_

**Proposer's Contact Person:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**(Service Option)(Program Option)(Service Area)(Facility Site)(Other) Proposed: [IF APPLICABLE]**

☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ \_\_\_\_\_

**Certification of Compliance with Minimum Qualification Requirement(s) [IF APPLICABLE] [MOCS APPROVAL REQUIRED]**

**Proposer's Authorized Representative:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Did the proposer complete all attachment uploads and affirmations specified in the RFx questionnaires?**

**Yes**      **No**

☐      ☐

**ATTACHMENT B: ACKNOWLEDGMENT OF ADDENDA**

Instructions: The proposer is to complete either Part I or Part II of this form, whichever is applicable, and include the signed and dated form with their Technical Proposal submission. This form serves as the proposer's acknowledgment of the receipt of the Addenda to this RFP which may have been issued by the City prior to the Proposal Due Date and Time.

Part I: Check Here if Applicable: \_\_\_\_\_

Listed below are the dates of issue for each Addendum received concerning this solicitation document:

Addendum # 1, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_ Addendum # 2, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # 3, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_ Addendum # 4, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # 5, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_ Addendum # 6, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # 7, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_ Addendum # 8, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # 9, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_ Addendum # 10, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # 11, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_ Addendum # 12, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

Part II: Check Here if Applicable: \_\_\_\_\_

No addendum was received in connection with this RFP.

---

Proposer's Company Name: \_\_\_\_\_

Proposer's Authorized Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C: NON-DISCLOSURE AGREEMENT**

Name and Address of Company Executing this Agreement:

---

---

---

*Indicate status by checking appropriate box:*

☐ Contractor    ☐ Sub-Contractor

The New York City Office of Technology & Innovation (“OTI”) has agreed to award a contract for **Procurement, Licensing and Implementation Services for Modernizing New York City’s Next-Generation Contact Center and Unified Communications, Hosted by the Office of Technology and Innovation** to the Contractor.

The information or materials acquired by the Contractor (or Sub-Contractor) during performance of this contract, including activities performed and documents and deliverables produced by the Contractor (or Sub-Contractor) in connection with this contract, are to be kept strictly confidential by the Contractor (and Sub-Contractor) and may not be reproduced, except for internal use by the members of Contractor’s (or Sub-Contractor’s) staff or the project team, without prior written consent from OTI unless such information is a) previously known by Contractor (or Sub-Contractor) without a duty to keep such information confidential; b) generally available to the public; c) subsequently disclosed to Contractor (or Sub-Contractor) by a third party who is not under an obligation of confidentiality with respect to the City, or d) independently developed by the Contractor (or Sub-Contractor) prior to its engagement on this project. The Contractor (and Sub-Contractor) shall limit access to such material in its control to those of its employees performing services pursuant to this contract strictly on a need to know basis and companies engaged in this project who have also signed this non-disclosure agreement. The Contractor (and Sub-Contractor) shall inform its employees of these requirements and shall enforce compliance with these requirements by its employees. The Contractor (and Sub-Contractor) shall restrict its use of the information and materials to its performance under this project and shall return all such material to OTI upon request. If required by the City, individual staff members may be required to sign a OTI-prescribed non-disclosure form.

The City may institute legal action against Contractor (and Sub-Contractor) for violation of the terms of this Agreement.

***The above Company agrees to adhere to the above confidentiality provisions:***

\_\_\_\_\_  
**COMPANY NAME**

**Authorized by:**

|       |            |
|-------|------------|
| _____ | Print Name |
| _____ | Title      |
| _____ | Signature  |
| _____ | Date       |

**ATTACHMENT D: PROPOSER QUALIFICATIONS**

Company Name \_\_\_\_\_

- a. How many years has your company been servicing Unified Communications telephone systems?  
\_\_\_\_\_ # of years
- b. How many customers with 10,000 Unified Communications stations or more has your company supported within the current year or the preceding two (2) years?  
\_\_\_\_\_ # of customers
- c. For how many customers has your company designed, developed and implemented Cisco Unified Contact Center Enterprise (UCCE) systems within the current year or the preceding two (2) years?  
\_\_\_\_\_ # of customers
- d. How many of the customers identified in response to the questions above are located in New York City?  
\_\_\_\_\_ # of customers
- e. How many of the customers identified in response to the questions above are government entities?  
\_\_\_\_\_ # of customers

**Proposer Qualifications (continuation)**

**Provide three (3) references for Contact Center Enterprise systems.**

**Customer References (must be for Contact Center Enterprise service – see Section IV(A)(2)(a) (Technical Proposal - Experience) for requirements):**

(ATTACH ADDITIONAL SHEETS AS NECESSARY)

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Customer Contact: Name: \_\_\_\_\_

Customer Contact: Telephone #: \_\_\_\_\_

Contract Period: \_\_\_\_\_

System Type: \_\_\_\_\_

Number of Unified Communications sets: \_\_\_\_\_

Total Number of Agents: \_\_\_\_\_

Description of System Components (e.g., QM, WFM, EIM, etc.): \_\_\_\_\_

Description of Systems Integration: \_\_\_\_\_

**Proposer Qualifications (continuation)**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Customer Contact: Name: \_\_\_\_\_

Customer Contact: Telephone #: \_\_\_\_\_

Contract Period: \_\_\_\_\_

System Type: \_\_\_\_\_

Number of Unified Communications sets: \_\_\_\_\_

Total Number of Agents: \_\_\_\_\_

Description of System Components (e.g., QM, WFM, EIM, etc.): \_\_\_\_\_

Description of Systems Integration: \_\_\_\_\_

**Proposer Qualifications (continuation)**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Customer Contact: Name: \_\_\_\_\_

Customer Contact: Telephone #: \_\_\_\_\_

Contract Period: \_\_\_\_\_

System Type: \_\_\_\_\_

Number of Unified Communications sets: \_\_\_\_\_

Total Number of Agents: \_\_\_\_\_

Description of System Components (e.g., QM, WFM, EIM, etc.): \_\_\_\_\_

Description of Systems Integration: \_\_\_\_\_

**ATTACHMENT E: LOCAL OFFICE AND STAGING FACILITY LOCATIONS**

This attachment must be an original document signed by an Officer of the Company, and the statement must be dated later than the release date of this RFP; photocopies or facsimile copies will NOT be considered acceptable.

**Local Office Address:** \_\_\_\_\_  
\_\_\_\_\_

**Check if owned or leased:**

\_\_\_\_\_ Owned

\_\_\_\_\_ Leased

Lease Expiration Date: \_\_\_\_\_

**Travel time to New York City:** \_\_\_\_\_

\_\_\_\_\_

**Staging Facility Address:** \_\_\_\_\_  
\_\_\_\_\_

**Check if owned or leased:**

\_\_\_\_\_ Owned

\_\_\_\_\_ Leased

Lease Expiration Date: \_\_\_\_\_

**Travel time to New York City:** \_\_\_\_\_

**Storage Capacity (cubic feet):** \_\_\_\_\_

*I certify the foregoing is true and correct.*

**Name (print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(ATTACH ADDITIONAL SHEETS AS NECESSARY)**

**ATTACHMENT F: PRICE PROPOSAL TEMPLATES**

Complete and submit the **Attachment F: UC Services Schedule of Prices**, which is provided separately as a Microsoft Excel spreadsheet under “Documents” tab in PASSPort.

**ATTACHMENT G: NOTICE TO ALL PROSPECTIVE CONTRACTORS**

A current copy of this notice can be found at:

**Attachment G – Notice to All Prospective Contractors** under the "Documents" tab in PASSPort.

**ATTACHMENT H: WHISTLEBLOWER PROTECTION EXPANSION ACT NOTICE AND CERTIFICATION**

**WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER**

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively:
  - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
  - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
  - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
    - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
    - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
  - (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
  - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.



## **REPORTING INFORMATION TO THE NEW YORK CITY DEPARTMENT OF INVESTIGATION**

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York

City funded project or contract, contact:

**Department of Investigation (DOI) Complaint Bureau**

**212-825-5959**

**or by mail or in person at:**

**DEPARTMENT OF INVESTIGATION**

**180 MAIDEN LANE, 16th FLOOR**

**NEW YORK, NEW YORK 10038**

**Attention: COMPLAINT BUREAU**

**or file a complaint on-line at:**

**[www.nyc.gov/doi](http://www.nyc.gov/doi)**

*All communications are confidential.*

## **THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION**

- Any employee of a contractor or subcontractor that has a contract with the City or a City contractor of more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over \$100,000 to DOI or to certain other government officials, all of whom must forward the report to DOI.
- Any employee who has made such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.



**Whistleblower- Local Law 30 and 33**

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

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

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

Company Name: \_\_\_\_\_

Company Address \_\_\_\_\_

Telephone Number: \_\_\_\_\_ EIN: \_\_\_\_\_

Name of Duly Authorized Representative (print): \_\_\_\_\_

Title of Duly Authorized Representative: \_\_\_\_\_

Signature of Duly Authorized Representative: \_\_\_\_\_

Date Signed: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

## **ATTACHMENT I: IRAN DIVESTMENT RIDER AND CERTIFICATION**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran 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-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

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 or award to a bidder or proposer who cannot make the certification on a case by case basis if:

- (a) 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
- (b) 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.

VENDOR NAME: \_\_\_\_\_  
85826P0003

EPIN:

**CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, 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:

*[Please Check One]*

**PROPOSER'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

\_\_\_\_\_  
PRINTED NAME  
TITLE

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

\_\_\_\_\_  
Notary Public

Dated:

## **ATTACHMENT J: SUBCONTRACTOR COMPLIANCE NOTICE**

As of March 2013 the City has implemented a new web-based subcontractor reporting system through the City's Payee Information Portal (PIP), available at [www.nyc.gov/pip](http://www.nyc.gov/pip). In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at [pip@fisa.nyc.gov](mailto:pip@fisa.nyc.gov).

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13, Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes during the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

## **ATTACHMENT K: PAID SICK LEAVE LAW CONTRACT RIDER**

### **NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER**

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

#### *A. Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq.* (“DCWP Rules”).
2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.
3. The Contractor must notify (with a copy to DCWP at [ComplianceMonitoring@dcwp.nyc.gov](mailto:ComplianceMonitoring@dcwp.nyc.gov)) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.
4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.
5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

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

1. An employee who works within the City must be provided paid safe and sick time.<sup>1</sup> Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

---

<sup>1</sup> Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

*C. Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

*D. Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

*E. Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

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

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

**ATTACHMENT L: DOING BUSINESS DATA FORM**

The Doing Business Data Form can be downloaded from the Documents tab in PASSPort

**ATTACHMENT M: DISPLACEMENT DETERMINATION FORM**

A copy of the Displacement Determination Form can be downloaded from the Documents tab in PASSPort.